Pension Fund and Organisational Regulations

General Section of the Regulations

valid from 1 January 2026

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References to persons always refer to both genders, even if they are only mentioned in writing in a grammatical form and unless expressly stated otherwise.

These Regulations set out the generally applicable provisions. The pension plan chosen by the Company regulates the details of benefits and financing. There are three appendices to these Regulations:

APPENDIX 1: LIMITS AND ACTUARIAL PROVISIONS
APPENDIX 2: COST REGULATIONS
APPENDIX 3: REGULATIONS FOR PARTIAL LIQUIDATION

I. GENERAL TERMS

AHV	Federal old age and survivors' insurance.
Actively insured persons	All persons admitted to the Foundation who pay contributions to the Foundation or for whom no insured event (death, disability or old age) has yet taken place. Incapacity for work is not considered an insured event. The insured event of disability comes into effect when entitlement to a disability pension commences. In the case of partial disability, a distinction is made between the active and passive (exempt from contributions) components. The term "active insured persons" is synonymous with "actively insured persons".
Retirement assets	Balance of the retirement account to which the savings contributions, the termination benefits that have been paid in, any voluntary purchases and distributions of non-committed funds, and the interest are credited, and from which outgoing payments are debited. The term "savings" is synonymous with "retirement assets".
Imputation principle	Principle that the statutory minimum benefits are included in the benefits provided under the Foundation regulations. Reference is also made to "enveloping" benefits. Evidence is provided by the shadow calculation separately for each type of benefit (retirement, survivors and disability pensions, savings contributions etc.).
Affiliation contract	Contract between the Foundation and a company on the basis of which the company transfers the implementation of the pension fund to the Foundation. The general Affiliation Contract Conditions (ACC), the Regulations, the foundation deed and the pension plan are integral parts of the agreement.
Contribution age	Difference between calendar year and year of birth.
Contribution years	The full years completed in the service of the companies during which contributions were made by the employee and/or employer to the Company's pension scheme.
BVG	Swiss Federal Act on Occupational Old Age, Survivors' and Disability Insurance.
BVG age	Difference between calendar year and year of birth.
Years of service	The full years of work completed in the service of the Company.
IV pension	Federal Disability Insurance
Spouse's pension	Widow's or widower's pension.
Company / Employer	Company that has affiliated itself with the Foundation. Non-commercial entities such as associations and interest groups as well as natural persons who have an affiliation agreement with the Foundation are also considered to be a company in this sense.
Vested Benefits Act (FZG)	Federal law on vesting (termination benefits) in occupational retirement, survivors' and disability pension schemes.
Divorce pension	Pension awarded as part of a pension settlement in the event of divorce.
Savings contributions	Retirement credits that result from the pension plan regulations or the BVG, and are credited to the retirement assets.
Statutory minimum benefits	Mandatory benefits resulting from an insured person's accrued entitlements under the Federal Law on Vesting and from the minimum benefits under the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans; also BVG minimum benefits.

IVG	Federal Disability Insurance Act.
Life partner	Unmarried person with whom an unmarried insured person lives in a marriage-like relationship in the same household.
Overview of benefits	The overview of benefits is drawn up annually for each affiliated company and contains the data of all insured persons.
MV	Military insurance.
Projected retirement assets with interest	Existing retirement assets (including interest) plus the sum of future savings contributions up to normal retirement age **with interest**. The calculation is based on the insured salary on the last reporting date.
Projected retirement assets without interest	Existing retirement assets (including interest) plus the sum of future savings contributions up to normal retirement age **without interest**. The calculation is based on the insured salary on the last reporting date.
Normal retirement age	Normal retirement age determines when entitlement to retirement benefits arises unless the insured person declares otherwise. Normal retirement age corresponds to the BVG and/or AHV retirement age. The pension plan may provide for a different normal retirement age.
Pension drawing year	A full pension drawing year lasts for 12 whole months. The first pension drawing year begins on the 1st day of the month in which the entitlement to a pension arises as a result of retirement (or of some other benefit case) and ends on the last day of the 12th month. Example: in the event of retirement on 30 June with a pension drawn from 1 July, the first full drawing year will be completed on 30 June of the following year.
Pension recipients	Recipients of pension benefits in the following categories: old age, disability, survivors' (spouse, partner or orphan) and divorce. The term "pension recipient" is synonymous with "pensioner".
Risk benefits	Death and disability benefits.
Shadow calculation	Comparative calculation to determine whether benefits under the regulation are at least equivalent to the statuutory minimum benefits required by BVG.
Divorce pension	The pension awarded from benefit compensation in case of divorce.
Self-employed	Persons who are recognized as self-employed within the meaning of AHV.
Savings contributions	Retirement credits that result from the pension plan regulations or the BVG, and are credited to the retirement assets
Reporting date	1 January (annually).
Foundation	TRANSPARENTA Pensions Fund is a foundation as defined by Art. 80 et seq. ZGB, Art. 331 OR and Art. 48 BVG.
UVG	Accident Insurance Act.
Insured persons	All actively insured persons and pension recipients admitted to the Foundation.
Pension statement	New personal statement issued annually on insured benefits and contributions; issued for each actively insured person.
Pension Fund Commission	Joint body of the pension fund.
Pension model	The Foundation operates two different models for the conversion of the retirement assets into a life-long retirement pension. There are the provision models "Split" (S model) and "Enveloping" (U model). The model applicable to the respective pension fund is set out in the affiliation contract. Any subsequent change of the pension model requires the consent of the Foundation.
Pension plan	Provisions on benefits and financing defined per pension fund and collective.
Pension membership	Term for the legal relationship between the insured person and the Foundation. If the insured person fulfils the admission requirements for several pension plans, one pension membership shall be established for each pension plan.
Pension scheme	Pension unit for each company and/or affiliation contract.
WEF advance withdrawals	Advance withdrawals as part of the home ownership promotion scheme.

1. Statutory bases

1.1. These Pension Fund and Organisational Regulations are issued on the basis of the foundation deed of the TRANSPARENTA Pension Fund, hereinafter referred to as the Foundation.

1.2. The Board of Trustees is responsible for implementation and compliance.

1.3. The legal relationships of the insured person to the Foundation on the one hand and of the Company to the Foundation on the other hand are governed by these Regulations, the contract of association, the AVB and the pension plan. Insured persons who make use of continued insurance in the event of loss of employment after reaching the age of 58 are treated in the same way as insured persons in the same collective on the basis of the existing employment relationship, in particular with regard to retirement credits, limits, interest, conversion rate and payments by the former employer or a third party, but not with regard to partial liquidation not directly connected with termination by the employer.

2. Purpose

2.1. A registered foundation with its office in Aesch BL operates under the name "Pension Fund". The Foundation manages a pension fund with the purpose of protecting the employees of the affiliated companies (hereinafter referred to as the Company) against the economic consequences of loss of earnings in old age, in the event of disability and death in accordance with the provisions of these Regulations and the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (BVG).

2.2. The Foundation is registered under number BL-0298 in the BVG register and in the register pursuant to Art. 3 BVV1 at the BVG and Foundation Supervisory Agency for the two Basel Cantons (BVG- und Stiftungsaufsicht beider Basel (BSABB).

2.3. In order to achieve its purpose, the Foundation may conclude insurance contracts or enter into existing contracts, whereby it must itself be the policyholder and beneficiary.

3. Affiliation with a company

3.1. The affiliation of the Company shall take place upon countersignature of the affiliation contract by the Foundation, but no earlier than the date specified therein. This contract regulates the rights and obligations of the contracting parties.

3.2. The Company's affiliation shall expire through ordinary termination in accordance with the provisions of the affiliation contract as well as through extraordinary termination on the part of the Foundation, in particular in the event of late payment.

4. Inclusion in the pension fund

4.1. All employees subject to Federal Old Age and Survivors' Insurance (AHV) are admitted to the pension fund, provided that the entry threshold defined in the benefit plan and the specified admission conditions are met. All employees subject to Federal Old Age and Survivors' Insurance (AHV) whose expected annual salary relevant for AHV exceeds the statutory entry threshold according to the BVG are admitted without explicit admission requirements.

4.2. Admission to the pension scheme shall take place at the earliest on 1 January after reaching the age of 17.

4.3. Persons who are partially disabled as defined by the Federal Disability Insurance Act (IVG) shall be admitted to the pension scheme if their expected annual salary subject to AHV contributions exceeds the pro rata admission threshold set by the Federal Council in accordance with the BVG.

4.4. The pension scheme shall not include recipients of a full pension under Disability Insurance (IV) or persons who are provisionally insured with another pension scheme in accordance with Art. 26a BVG, as well as employees who have already exceeded normal AHV retirement age at the start of the employment relationship.

4.5. Persons with a fixed-term employment contract of 3 months or less are not included in the pension scheme. If a fixed-term employment relationship is extended beyond a period of three months, the person concerned shall be included in the pension scheme from the time at which the extension was agreed. Persons with several successive periods of employment or assignments with the Company that last longer than three months in total and are not subject to any interruptions exceeding three months shall be insured from the beginning of the fourth month of employment. However, if it is agreed with the Company before the initial employment that the total duration of the work or assignment will exceed three months in total, the person will be admitted from the beginning of the employment relationship.

5. Start and end of the pension relationship

5.1. The pension relationship for the actively insured persons begins at the earliest upon commencement of the employment relationship. It ends when the entitlement to a retirement benefit arises, the employment relationship is terminated or the admission conditions according to the pension plan are no longer met. The pension relationship also ends upon termination of the affiliation contract. In the event of the insolvency of the Company, the pension relationship ends on the date when bankruptcy proceedings are opened.

5.2. If the employment relationship commences between the 1st and 15th day of a month (inclusive), the obligation to pay contributions shall begin on the first day of the same month. If the commencement date is after the 15th day of a month, the obligation to pay contributions shall commence on the first day of the following month.

5.3. If the pension relationship ends between the 1st and 15th day of a month (inclusive), the obligation to pay contributions shall end on the last day of the previous month. If the pension relationship ends after the 15th day of a month, the obligation to pay contributions ends on the last day of the same month.

5.4. Voluntary supplementary pension provision for an employee in the service of several companies, specifically the inclusion of avocational, part-time income within the scope of Art. 46 BVG, is possible with the consent of the Foundation and the companies concerned. Contributions are collected exclusively via the company affiliated with the Foundation.

5.5. If the insured person leaves the mandatory insurance scheme, the pension plan can be continued with the BVG Substitute Occupational Benefit Institution (Stiftung Auffangeinrichtung BVG). In order to avoid interruption in cover, immediate registration with the BVG Substitute Occupational Benefit Institution is necessary.

5.6. If an actively insured person leaves the mandatory insurance scheme after reaching the age of 58 due to termination of employment by the employer (loss of job or termination agreement demonstrably at the employer's initiative and termination by the receiver after proceedings have been opened to declare the employer bankrupt), the actively insured person may continue the pension scheme with the Foundation until normal retirement age, provided he/she remains insured under AHV and does not make use of the preceding paragraph or the right to early retirement. This continued insurance must be requested within one month of the date when the obligation to pay contributions ceases (withdrawal). Cross-border workers therefore may not continue the pension scheme voluntarily as they are no longer insured under AHV.

Continued insurance ends if the person subject to continued insurance is no longer insured under AHV or if more than two-thirds of the termination benefit are required to buy in to full benefits under the regulations governing a new scheme. Continued insurance can be terminated at any time by the person with continued insurance without retroactive effect at the end of a month and by the Foundation if contributions are in arrears. In the latter case, termination will be calculated as at the date on which insurance cover under these Regulations expires. Continued insurance also ends in the event of death, disability and reaching normal retirement age.

6. Pension cover, health check and benefit reservation

6.1. The Foundation has the right to conduct a health check when the insured benefits commence or increase. Depending on the results of the health check, the Foundation may impose reservations on or exclude the non-mandatory benefits within the framework of the statutory provisions. The statutory minimum benefits and the benefits acquired with the vested benefits contributed are guaranteed without reservation and do not require a health check.

6.2. The Foundation determines the required proof of health. If a risk assessment is required in accordance with the conditions of admission, the person to be actively insured must answer the questions asked by the Foundation about his/her state of health completely and truthfully. The actively insured person must notify the Foundation of any existing reservation for health reasons of the previous pension scheme when joining the Foundation. If the previous pension fund has imposed a reservation on the same condition, the duration of this reservation that has already elapsed shall be offset against the duration of the Foundation's reservation.

6.3. The Foundation is entitled to request a medical examination at its own expense. The pension cover only becomes definitive - if necessary with certain reservations and surcharges - after corresponding written notification from the Foundation. If a person to be actively insured refuses to undergo a medical examination or declines a reservation or a supplement, the insurance cover for all non-mandatory risk benefits shall lapse. If the actively insured person dies or becomes disabled before the health check has been completed, only the statutory minimum benefits must be provided.

6.4. No increase shall be made to the current pension benefits for persons who are unable to work or incapacitated, for instance if the pension plan or regulations are adapted or if the salary is increased. The statutory minimum benefits are guaranteed.

6.5. If the Foundation discovers that the health declaration contains untrue or incomplete information (breach of the duty of disclosure), it may refuse or reduce the non-mandatory disability and death benefits retroactively to the start of the insurance or for the entire duration of benefit receipt. The Foundation shall be notified accordingly within 6 months of becoming aware of the breach of the duty of disclosure. Contributions already paid will not be refunded.

6.6. If an actively insured person was not fully capable of work or gainful employment at the time of admission to the Foundation – without being partially disabled as defined by Disability Insurance – and if the cause of this incapacity for work leads to disability or death, only the statutory minimum benefits must be paid. For the purposes of these provisions, an actively insured person is deemed not to be fully capable of work or gainful employment if, at the start of the benefit scheme, he/she

- must be absent from work in whole or in part for health reasons, or
- receives daily benefits or pensions as a result of illness or accident or has done so in the last 3 months prior to joining the scheme, or
- is registered with a state disability insurance scheme, or
- for health reasons can no longer be fully employed in accordance with his/her training and abilities, or
- is undergoing regular medical treatment due to a persistent illness or the consequences of an accident.

6.7. Actively insured persons who become incapacitated for work or gainful employment due to a pre-existing condition within a reservation period of 5 years are only entitled to the statutory minimum benefits for the entire duration of the benefits; the contribution waiver pursuant to Art. 24 (1) of these Regulations is granted at the longest until the end of the waiting period under the Regulations for the disability pension. In the event of death, this provision shall apply in the same way. The entitlement to any lump-sum death benefit, financed from the existing retirement capital, remains in force.

7. Reporting date, age determination and normal retirement age

7.1. The reporting date for the assessment of wage, benefit and contribution adjustments is 1 January of a given year.

7.2. The age used to determine the retirement credits of an actively insured person or a disability pension recipient is the difference between the current calendar year and the year of birth.

7.3. Normal retirement age under the Regulations is the statutory normal retirement age in accordance with the BVG. Normal retirement age shall be reached on the first day of the month after the insured person reaches the age of 65. Normal retirement age can be defined differently in the pension plan, but it must be between the ages of 58 and 70.

AHV21 reform – transitional provisions for women born in or before 1963

7.4. The normal retirement age for women born in 1960 or earlier is still 64. It is 64 years and 3 months for women born in 1961, 64 years and 6 months for women born in 1962, and 64 years and 9 months for women born in 1963.

8. Unpaid leave

8.1. In the event of unpaid leave of at least one month at a time, including season breaks, the pension relationship shall be suspended in the absence of any provision to the contrary. Contributions – except for administrative costs – are not paid during this period. If a case giving eligibility for benefits occurs during the non-contributory period, the existing retirement assets shall become due as a lump-sum death benefit in the event of death, and a lump-sum disability benefit in the amount of the existing retirement assets shall become due in the event of disability. No other benefits are insured. The dormant insurance is limited to a period of 12 months. If work is not taken up thereafter, the pension relationship shall be terminated at that time and the termination benefit shall become due.

8.2. Instead of the preceding provisions, the actively insured person may, with the consent of the Company, also expressly request in writing to continue the risk insurance with or without savings insurance for a maximum of 12 months during the unpaid leave, in principle at her/his own expense. In this case, the Company shall transfer the necessary contributions to the Foundation.

8.3. In the event of unpaid leave of less than one month at a time, the pension relationship shall not be suspended and shall continue unchanged.

9. Wage definition

Applicable annual salary

9.1. The applicable annual salary is the annual salary that is applicable for AHV. Deviations from the applicable annual salary for AHV are permissible in accordance with the provisions of BVG. Unless explicitly included in the pension plan, the following salary components are not insured:

- Expenses for meals, office, representation and travel
- Occasional salary components such as bonuses, gratuities, gifts, severance pay, etc.
- Holiday and overtime compensation and special allowances (shift work, standby)
- Family allowances for births, children and education
- All income not subject to AHV contributions

9.2. The Company reports the relevant annual salary at the beginning of the year. This remains unchanged in the current year. However, adjustments during a current year are possible with the consent of the Foundation. In the event of a change in the degree of part-time employment and in the event of a change in function with a significant change in salary of at least 10%, adjustments are permissible in all cases. Employer-specific provisions for the applicable salary can be defined in the pension plan.

9.3. If an employee is not employed by the same company for a whole year, the relevant annual salary shall be the salary that he/she would earn if employed for the whole year.

9.4. For actively insured persons with a fluctuating degree of employment (e.g. hourly wage earners), the applicable annual salary can be determined at the beginning of the calendar year on the basis of the annual salary subject to AHV contributions earned in the last 12 months. When actively insured persons with a fluctuating degree of employment join the scheme, the applicable annual salary is determined on the basis of the expected degree of employment. The applicable annual salary determined at the beginning of the year or upon joining the scheme is generally not adjusted during the year. Retroactive adjustments for the full year in progress based on the actual salary payments are permitted, but are only taken into account for the purpose of determining the retirement credits. Retroactive changes to the risk benefits and contributions are excluded.

9.5. The applicable annual salary may not exceed ten times the upper limit pursuant to Art. 8 (1) BVG. If the actively insured person has several pension relationships and if the sum of all his/her salaries and income subject to AHV contributions exceeds this upper limit, he/she must inform each of his/her pension schemes of the totality of his/her pension relationships and the salaries insured therein.

Coordinated salary according to BVG

9.6. The coordinated salary according to BVG corresponds to the portion of the applicable salary between 7/8 of the maximum AHV retirement pension and three times the amount of the maximum AHV retirement pension. If the coordinated salary according to BVG is less than 1/8 of the maximum AHV retirement pension, it is rounded up to this amount.

Insured salary

9.7. The insured salary is defined in the pension plan. Several insured salaries can be defined. The Foundation may set an upper limit for the insured salary.

9.8. In the event of a temporary reduction in salary due to illness, accident, unemployment, parenting, adoption or similar reasons, the insured salary shall remain unchanged for as long as the Company is subject to its statutory obligation to continue paying salary or the statutory entitlement to maternity, paternity, care or adoption leave. However, the insured salary shall be reduced at the request of the actively insured person.

9.9. In the event of incapacity for work or earning disability, the insured salary remains generally unchanged. The salary may be adjusted within the scope of the remaining ability to work or gainful employment, provided that the remaining ability to work or gainful employment is at least 20%.

9.10. If the applicable annual salary is reduced by a maximum of 50% after the age of 58, the actively insured person may request that the previous insured salary be continued. The previous insured salary may be continued at most until normal retirement age.

9.11. In the case of continued insurance in the event of loss of employment after reaching the age of 58, the pension scheme may be continued to the same extent as before or at a lower annual salary. The retirement pension and risk insurance is always based on the same pensionable salary, unless the person with continued insurance wishes to completely rule out any further build-up of retirement savings from savings contributions. Subsequent adjustments to the scope of continued insurance (reductions and increases in insurable salary) are possible in each case without retroactive effect to the beginning of a calendar year. If the person with continued insurance joins a new retirement benefit scheme and less than two-thirds of the termination benefit is transferred to the new scheme, the pensionable salary is reduced in line with the ratio of the termination benefit transferred to the total termination benefit.

10. Retirement assets

10.1. The retirement assets or savings of an actively insured person in the event of an insured event and on leaving the pension scheme are composed as follows:

- from the retirement assets at the end of the previous year, interest pro rata temporis until occurrence of the insured event or until the leaving date,
- from the non-interest-bearing retirement credits for the current year until occurrence of the insured event or until the leaving date,
- from the credited termination benefits, voluntary purchases and distributions from non-committed funds, including interest,
- reduced by outgoing payments in the context of partial withdrawals, advance withdrawals for home ownership and divorce, etc.
- increased by repayments of advance withdrawals for home ownership and divorce, as well as claims from the transfer of deposits or pensions as a result of pension settlement in the event of divorce with interest.

10.2. The portion of the retirement assets resulting from the retirement credits prescribed according to BVG (BVG retirement assets) earns interest at the interest rate set by the Federal Council (BVG minimum interest rate).

10.3. The portion of the retirement assets resulting from the non-mandatory retirement credits (non-mandatory retirement assets) earns interest at an interest rate determined by the Board of Trustees.

10.4. For each calendar year, the Board of Trustees adopts an interest rate table with enveloping default interest rates for the payment of interest on retirement assets depending on the pension model and funding ratio of the pension schemes (see Appendix 1). A distinction is made between an interest rate to be applied within the year and a definitive interest rate.

- The interest rate to be applied within the year is used for persons who leave the service and for those whose active pension relationship ends before 31 December of the current year.
- The definitive interest rate applies to all persons who are actively insured on 31 December of the current year. It likewise applies to insured persons who reach full retirement on 31 December.

10.5. The individual funding ratio model means that each pension scheme finances its own interest rate. Having due regard to the legal and regulatory requirements, each Pension Fund Commission can therefore set its own interest rate for its pension scheme and may accordingly depart from the Foundation's applicable default interest rate. The governing provisions for this purpose are set out in Appendix 1.

10.6. If the Board of Trustees or the Pension Fund Commission sets an interest rate that is enveloping and exceeds the BVG minimum interest rate, the excess interest shall be credited to the non-mandatory retirement assets in accordance with Art. 16 BVV2. In the case of an enveloping interest rate that falls below the BVG minimum interest rate, the crediting principle is applied.

11. Registered partnerships

11.1. Persons living in a registered partnership with the insured person shall be treated as equivalent to a spouse. All provisions in these Regulations that apply to spouses also apply mutatis mutandis to the partner of a registered partnership.

II. PENSION BENEFITS

12. Overview of benefits

12.1. Benefits are paid in the following cases (the selected pension plan shall be authoritative):

Upon retirement

- Retirement pension
- Retirement capital
- Retired persons' children's pensions
- AHV bridging pension

In the event of partial or total incapacity for work or earning disability before retirement

- Disability pension
- Disabled person’s children’s pension
- Contribution waiver

In the event of the death of an insured person

- Spouse's pension
- Life partner's pension
- Orphan's pension
- Spouse's orphan's pensions
- Lump-sum death benefit

In the case of pension settlement due to divorce

- Divorce pension

Termination of service

- Termination benefit

13. Guarantee of the statutory minimum benefits

13.1. Irrespective of the following provisions, the statutory minimum benefits are granted in any case if the pension plan defines "pension provision in accordance with BVG".

14. Retirement pension

14.1. Upon reaching normal retirement age or at each early or deferred retirement step, the retirement assets available at that time are converted into a lifelong retirement pension starting immediately. Before drawing the first pension payment, the insured person may choose between a fixed lifelong retirement pension (standard) or an amount distributed between up to three retirement steps with partial restitution (stepped retirement pension).

14.2. For pension schemes in the "split" pension model, to determine the lifelong pension component BVG retirement assets and non-mandatory retirement assets are converted based on the conversion rates under the Regulations set by the Board of Trustees (see Appendix 1).

14.3. For pension schemes in the "enveloping" pension model, the entire retirement assets are converted using the regulatory conversion rate set by the Board of Trustees (see Appendix 1).

14.4. If an insured person opts for the stepped retirement pension, binding pension components for the three steps are determined at the time of retirement. The lifelong pension component fixed at the time of retirement is the first step; the second step corresponds to the completion of 20 full years in which a pension is drawn, while the third step is the completion of 10 full pension years. The insured person may freely determine the distribution of his available pension assets between up to three pension steps, but the component for the lifelong pension in the first step must be at least high enough to finance the amount of the statutory minimum pension. The conversion rates for the further pension components in the second and third steps will be determined by the Foundation Board of Trustees (see Appendix 1).

The total retirement pension is therefore determined by the pension components for three steps:

1) The fixed lifelong pension component which is paid out on a lifelong basis across all the steps in an amount that must represent not less than the statutory minimum benefit.
2) The further second step pension component that is paid out until the end of the 20th year in which a pension is drawn.
3) The further third step pension component that is paid out until the end of the 10th year in which a pension is drawn.

14.5. If the person who is drawing a stepped retirement pension dies before completing the 20th or the 10th year of retirement, the further second and third step pension components will continue to be paid out to the survivors who are entitled to a pension. If there are no such survivors or if their entitlement likewise ends before completion of the 20th or the 10th year in which a pension is drawn, the cash value of the remaining continuing second and third step pension components will be paid out as a lump sum death capital to the remaining beneficiaries defined by the regulations. The provisions of these regulations on the capital payable upon death shall apply as appropriate.

15. Retirement capital

15.1. The actively insured person or disability pension recipient may request a lump-sum settlement in whole or in part instead of the retirement pension, subject to compliance with the lump-sum option period. In the event of a partial withdrawal of capital (mix), the existing retirement assets pursuant to BVG and those from non-mandatory pension plans are reduced proportionally. If purchases have been made, the resulting benefits may not be drawn as a lump sum within the following 3 years.

15.2. With the payment of the full or partial retirement capital, any further entitlement to benefits from the Foundation expires to the corresponding extent, in particular also the entitlement to spouse's / life partner's and children's pensions.

15.3. The capital option, or its revocation, must be submitted in writing to the Foundation at least one month before the entitlements come into effect. The actively insured person or disability pension recipient may withdraw 25% of the BVG retirement assets as a lump sum without observing a time limit.

15.4. In the case of partial retirement, retirement benefits may be drawn as a lump sum in no more than three stages. This also applies if the salary received from one employer is insured with multiple pension schemes. A single stage comprises all withdrawals of retirement benefits in the form of a lump sum within a given calendar year.

15.5. If continued insurance upon job loss after reaching the age of 58 has lasted for more than two years, retirement benefits must be drawn in the form of a pension. This is subject to any provisions in the Regulations that stipulate that benefits must be paid in the form of capital.

15.6. In the case of married beneficiaries, the lump-sum withdrawal is only possible if the spouse consents in writing. The signature shall be certified officially or by a notary public. Upon presentation of an official identity document (passport, identity card) as well as the family identity document, the signature may be executed at the Foundation's registered office in the presence of a person entrusted with the administration of the pension fund. Unmarried persons must have their marital status officially confirmed. Any costs incurred as a result (fees for certification or certificate of civil status, etc.) are to be borne by the insured person. The Foundation does not owe any interest on the lump-sum settlement as long as the insured person does not provide the spouse’s consent.

16. Retired persons' children's pensions

16.1. Recipients of a retirement pension are entitled to a retired persons' children's pension for each child who could claim an orphan's pension in the event of their death.

16.2. The provisions for orphans' pensions apply mutatis mutandis to the duration of entitlement.

16.3. In the case of retired persons who took early retirement, the retired persons' children's pension is limited to the amount of the statutory minimum benefit for the period until the normal retirement age is reached. This provision takes precedence over the pension plan.

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17. Early retirement

17.1. Early retirement is possible at the earliest from age 58. If a pension is drawn, the conversion rate is reduced accordingly (see Appendix 1). The provisions on retirement capital apply mutatis mutandis.

17.2. Early retirement accompanied by drawing a pension is valid only if the employment relationship is in fact terminated presumably on a permanent basis. Should the Foundation be rejoined with compulsory insurance within six months of taking early retirement, the entitlement to a retirement pension lapses retroactively if early retirement caused the conversion rate reductions stipulated in the regulations to be avoided. In that case, the early retirement will be cancelled and the Foundation is entitled to reclaim the relevant sums and make the appropriate corrections.

18. Deferred retirement

18.1. The actively insured person may defer the drawing of retirement benefits in the event of continued employment beyond normal retirement age until the end of this gainful employment, but at the most until reaching the age of 70. If a pension is drawn, the conversion rate is increased accordingly (see Appendix 1). The provisions on retirement capital apply mutatis mutandis.

18.2. During a deferred retirement, the the retirement benefit is continued in principle, irrespective of any deviating wording in the pension plan. In this case, the savings contribution rate applicable at normal retirement age is applied unless otherwise stipulated in the pension plan.

18.3. During a deferred retirement, risk contributions are no longer paid. The entitlement to all benefits expires, with the exception of the retirement pension with the spouse's or partner's pension and children's pensions dependent on this retirement pension, as well as the lump-sum death benefit in the amount of the existing retirement assets after deducting the present value of the survivors' benefits actually triggered

18.4. In the event of death during the deferral period, the hypothetical retirement pension at the time of death is determined for calculation of the spouse's / life partner's pension and orphan's pension, which is calculated from the existing retirement assets after deduction of the returned voluntary purchases and the conversion rate applicable for this age. The general provisions for spouse and partner pensions, the orphan's pension and the lump-sum death benefit apply analogously.

19. Partial retirement/partial withdrawal of retirement benefits

19.1. Partial retirement can be taken in combination with salary reductions after the earliest possible retirement age. The actively insured person can draw the retirement benefit in up to three stages.

19.2. At least 10% of the retirement benefit must be drawn in the first stage of partial retirement. In each step, the proportion of the retirement benefit drawn may not exceed, but may fall short of, the proportion of the salary reduction. If, after a salary reduction, the remaining AHV annual salary falls below the entry threshold specified in the pension plan, the entire retirement benefit must be drawn at that stage.

19.3. At least one month must pass between the individual stages. Two stages with full or partial capital withdrawals within a single calendar year are treated as a single stage. If it is already foreseeable that the salary will increase again in the event of a salary reduction, this temporary salary reduction cannot be categorised as a potential partial retirement step. Subsequent salary increases do not entitle the actively insured person to a reversal of the partial retirement.

19.4. ***Example***
An actively insured person works with an 80% level of employment and receives an annual AHV salary of CHF 80,000. At a certain point (between the ages of 58 and 70), he/she reduces his/her workload to 60% and at the same time his/her annual AHV salary to CHF 60,000. He/she can use this as a partial retirement stage and withdraw up to 25% (60,000 / 80,000 x 100) of his/her retirement benefit. One year later, the actively insured person reduces his/her level of employment again by half, from 60% to 30%. However, his/her AHV annual salary is not reduced in the same proportion to CHF 30,000, but rather only to CHF 40,000 because he/she takes on new, specialised work. At this stage, therefore, he/she is able to withdraw up to 33.3% of his/her retirement benefit (40,000 / 60,000 x 100). If he/she stops working (or if the remaining earned income falls below the planned entry threshold), the actively insured person withdraws the remaining retirement benefit in full as the third and final stage.

20. AHV bridging pension

20.1. Actively insured persons who take early retirement may draw an AHV bridging pension to compensate for the lack of AHV retirement benefits. The amount of the AHV bridging pension can be determined by the actively insured person. The AHV bridging pension may not be higher than the full maximum AHV retirement pension and remains unchanged for the entire period of entitlement.

20.2. The AHV bridging pension is paid until the actively insured person reaches the normal AHV retirement age that applied at the time of early retirement. If the insured person dies before this date, the AHV bridging pension is only paid to survivors entitled to a pension.

20.3. The receipt of an AHV bridging pension results in a lifelong reduction of the retirement pension effective from the start of the pension, including a reduction of the accrued benefits dependent on the retirement pension and current children's pensions. In this case, analogous to the provisions of these regulations on partial lump-sum withdrawals, the existing retirement assets at the time of early retirement are reduced by the non-interest-bearing sum of the monthly bridging pensions until normal AHV retirement age.

21. Disability pension

21.1. If an actively insured person becomes at least 40% incapacitated for work as defined by Federal Disability Insurance (IV) before retirement, an entitlement to a disability pension arises within the framework of the following provisions, provided that the actively insured person was insured at the time of the onset of the incapacity for work, the cause of which led to the disability, or was at least 20% but less than 40% incapacitated for work as a result of a birth defect or as a minor when taking up gainful employment and was at least 40% insured in the event of an increase in the incapacity for work, the cause of which led to the disability.

21.2. The entitlement to payment of the minimum disability pension in accordance with BVG begins at the same time as that to the Disability Insurance (IV) and that to payment of a non-mandatory disability pension after expiry of the waiting period specified in the pension plan, but at the earliest when the pension entitlement to the Disability Insurance (IV) begins. The amount of the insured disability pension is specified in the pension plan.

21.3. However, the total pension entitlement is deferred as long as the insured person receives a salary or salary replacement payment amounting to at least 80% of the lost salary. Daily allowances provided by a health or accident insurance policy, to the financing of which the Company has contributed at least half, are also deemed to be salary or salary replacement payments.

21.4. The disability pension will be paid from the beginning of the month in which the pension entitlement arises.

21.5. In the event of a renewed incapacity for work, a new waiting period begins if the actively insured person was previously fully capable of work or incapacitated for work for more than 3 months without interruption.

21.6. In principle, the Foundation recognises the IV degree defined by the Disability Insurance (IV) with regard to gainful employment for the assessment of the degree of pension. However, the Foundation reserves the right to arrange for a medical examination of ability work.

21.7. The insured person is entitled to

- a full disability pension if he/she is at least 70% disabled as defined by the Disability Insurance (IV);
- a pension corresponding to his/her degree of disability if he/she is between 50% and 69% disabled as defined by IV;
- a pension in accordance with the below table if he/she is between 40% and 49% disabled, as defined by IV:

Disability degree	in % of full pension
49%	47.5%
48%	45.0%
47%	42.5%
46%	40.0%
45%	37.5%
44%	35.0%
43%	32.5%
42%	30.0%
41%	27.5%
40%	25.0%

21.8. If the percentage amount of the disability pension from Disability Insurance (IV) increases in relation to the gainful activity of a partially disabled person whose previous partial disability is not covered by these Regulations and if the increase in partial disability is due to the same cause as the previous partial disability, there is no entitlement to disability benefits. In this case, the pension fund of the previous employer is generally required to pay the benefits. If the increase is for another reason, there is an entitlement to disability benefits under these Regulations corresponding to the percentage increase, after expiry of the waiting period.

21.9. If an IV pension is reduced or discontinued altogether, the disability pension recipient will remain insured under the same conditions for three years provided that prior to the reduction or discontinuation of his/her entitlement to a pension he/she took part in reintegration measures in accordance with Art. 8a IVG or the pension entitlement was reduced or discontinued due to a return to work or an increase in the level of employment. Insurance protection and the right to receive a disability pension continue to apply if the disability pension recipient receives a transitional benefit in accordance with Art. 32 IVG. During this period, the disability pension will be reduced by the Foundation in accordance with the percentage reduction in the disability pension provided by Disability Insurance (IV) in relation to gainful employment, but only by the amount that is offset by the additional income.

21.10. If the Disability Insurance (IV) pension continues to be paid on the basis of letter a para. 3 of the final provisions of the amendment of 18 March 2011 to the IVG, the Foundation shall also pay a disability pension. The pension entitlement with the Foundation shall be reduced or shall end effective from the date on which the Disability Insurance (IV) pension is reduced or cancelled.

21.11. For disability pension recipients whose pension entitlement arose before 1 January 2022 and whose degree of disability with regard to gainful employment is adjusted by Disability Insurance (IV) in the event of a pension revision, the transitional provisions to the amendment of 19 June 2020 apply (further development of Disability Insurance (IV)).

21.12. The entitlement to a disability pension shall expire upon the death of the person entitled to it, when the degree of incapacity for work falls below 40% or when the person reaches normal retirement age. After reaching normal retirement age, the disability pension is replaced by the retirement pension. This is calculated on the basis of the retirement assets available at the time of reaching normal retirement age and the conversion rates applicable at the time of reaching normal retirement age. The retirement pension may be lower than the disability pension. The provisions on retirement capital apply mutatis mutandis.

22. Disabled person’s children’s pension

22.1. Recipients of a disability pension are entitled to a disabled person's children's pension for each child who could claim an orphan's pension in the event of their death.

22.2. The same provisions apply mutatis mutandis as for the receipt of the disability pension and the orphan's pension.

23. Keeping retirement accounts for disability pension recipients who are fully or partially incapacitated for work

23.1. From the start of the entitlement to a Disability Insurance (IV) pension, but no earlier than from receipt of the legally binding decision of Disability Insurance (IV) and no later than reaching the waiting period agreed in the pension plan for the start of the regulatory disability pension, the pension relationship, consisting of the retirement account and the insured salary, shall be divided into a passive component and a remaining active component effective from the start of the corresponding month in proportion to the pension entitlement. The salary considered when splitting up the insured salary into an active and passive component is the salary that applied immediately before the insured person became unable to work.

23.2. The passive component of the insured salary remains unchanged and is used to determine the disability benefits. The pension plan in effect at the time the incapacity for work or disability occurs is decisive for the retirement credits.

23.3. The reported salary adjustments are made for the active portion of the insured salary. If the active pension relationship ends, the entitlement to the termination benefit applies only to the active component. The passive component remains at the Foundation and continues to be managed there.

23.4. In all other respects, the provisions of the disability pension shall apply mutatis mutandis.

24. Contribution waiver

24.1. If an actively insured person is continuously incapacitated for work before retirement at a degree of at least 40% for longer than the waiting period agreed in the pension plan for the contribution waiver without being disabled as defined under Disability Insurance, the Foundation shall grant a contribution waiver to the extent of the incapacity for work. This entitlement exists at the longest until the agreed waiting period for the start of the regulatory disability pension is reached.

24.2. Within the waiting period, work trials of up to 10 days, of which a maximum of 5 days at a time, are not regarded as interruptions, provided that the incapacity for work after the work trial has the same cause as before. If, after expiry of the waiting period, the actively insured person became fully fit for work again and if the ability to work lasted for at least 3 months, the waiting period shall start again.

24.3. The Foundation reserves the right to verify the actively insured person's incapacity for work as certified by the doctor. If the Foundation's medical examiner comes to the conclusion that the degree of certified incapacity for work is excessive, the Foundation may base the exemption from contributions on the assessment of its medical examiner.

24.4. If an insured person is continuously incapacitated for work at a degree of at least 40% for longer than the waiting period agreed in the pension plan for the contribution waiver and is simultaneously disabled as defined by Disability Insurance (IV), the Foundation shall grant a contribution waiver to the extent of the pension entitlement with Disability Insurance (IV) in respect of the gainful activity at the earliest from receipt of the legally binding decision of the IV, but no later than after the agreed waiting period for the start of the regulatory disability pension has been reached. In this case, the exemption from contributions is granted from the beginning of the corresponding month. In the event of disability due to the consequences of an accident, the exemption from contributions is limited to the amount of the statutory minimum benefits for persons who are not subject to UVG (e.g. self-employed persons).

24.5. If Disability Insurance (IV) definitively rejects the pension claim, the entitlement to exemption from contributions ends when the decision of Disability Insurance (IV) becomes final or, at the latest, when the agreed waiting period for the start of the regulatory disability pension is reached.

24.6. If a pension is not registered with Disability Insurance (IV), the entitlement to exemption from contributions is based on the accident or daily sickness allowance insurance and ends when the daily allowance entitlement ceases.

24.7. In all other respects, the provisions of the disability pension shall apply mutatis mutandis.

25. Spouse's pension

25.1. In the event of death of an insured person who was insured at the time of death or at the onset of the incapacity for work whose cause led to the death, the surviving spouse is entitled to a pension. Entitlement to a spouse's pension also exists if the insured person was at least 20%, but less than 40%, incapacitated for work as a result of a birth defect or as a minor when taking up gainful employment, and was at least 40% insured when the incapacity for work increased, the cause of which led to death.

25.2. The pension amount in the event of the death of an actively insured person before the occurrence of another insured event is specified in the pension plan. If a disability pension recipient dies, the spouse's pension is 60% of the pension that the deceased person received before death. If a retirement pensioner dies, the spouse’s pension is 60% of the lifelong pension component that the deceased person was drawing before death, subject to the optional choice of a higher entitlement for retirement pensions. Special provisions for pensions taken over as part of new enrolments are likewise reserved.

The entitlement exists regardless of the age of the spouse, the duration of the marriage and the number of children, subject to the following provisions.

25.3. The entitlement to the spouse's pension shall apply upon the death of the insured person, but at the earliest after the continued salary or pension payments, or supplementary salary payments, have ended.

25.4. The spouse's pension shall expire upon the death of the pension recipient.

25.5. If the surviving spouse remarries, the entitlement to the pension shall lapse.

25.6. In place of the pension, the surviving spouse may request a lump-sum settlement. The person entitled to the pension must submit the corresponding declaration before the first pension payment. The amount of the settlement corresponds to the existing retirement assets of the deceased insured person, but at least 3 annual pensions. The lump-sum option does not exist for the surviving spouse of recipients a retirement pension currently in payment.

Provisions concerning reductions or the loss of entitlements under the Regulations

25.7. If the surviving spouse is more than 10 years younger than the insured person when the entitlement to a spouse's pension arises, the pension shall be reduced by 3% of the full pension for each whole year exceeding the difference of 10 years.

25.8. If the insured person has married after reaching normal retirement age, the spouse’s pension shall be reduced to the following percentages:

- Marriage during the 66th year of life: 80%
- Marriage during the 67th year of life: 60%
- Marriage during the 68th year of life: 40%
- Marriage during the 69th year of life: 20%

25.9. There is no entitlement to a spouse's pension under the Regulations if the marriage was entered into after the insured person had reached the age of 69.

25.10. If, at the time of the marriage, the insured person was suffering from a serious illness or the consequences of an accident of which he/she must have been aware at the time, no spouse's pension under the Regulations shall be paid if the insured person dies of this illness or the consequences of the accident within 5 years of the marriage. This exclusion does not apply if the surviving spouse meets one of the conditions for the regulatory life partner’s pension pursuant to Art. 26.2. a) to c) of these regulations.

25.11. The reduction rules are applied cumulatively if several reduction criteria are met in an individual case.

Guarantee of the statutory minimum benefits

25.12. If, in the event of the death of a married insured person, the spouse's pension under the Regulations is reduced in accordance with the above provisions or is cancelled altogether, there is an entitlement to the statutory spouse's pension, provided that the spouse is responsible for the maintenance of one or more children or has reached the age of 45 and the marriage has lasted at least 5 years. A surviving spouse who does not meet any of the above conditions is entitled to a one-off settlement amounting to 3 annual statutory pensions.

Divorce pension

25.13. The spouse divorced from an insured person is treated equally to a spouse in the event of his/her death under the statutory minimum benefits, provided they were married to the insured person for at least 10 years and were awarded a pension in the divorce decree in accordance with Art. 124e (1) or Art. 126 (1) ZBG or Art. 34 (2) and (3) of the Partnership Act. The provisions above shall apply mutatis mutandis. In contrast to the spouse's pension for undivorced persons, the entitlement only exists as long as the pension awarded in the divorce decree would have been paid. There is no entitlement to survivors' benefits for recipients of a divorce pension. Any pension is additionally reduced by the amount by which it exceeds the entitlement under the divorce decree together with the survivors' benefits under AHV. Survivors' pensions from AHV are only taken into account to the extent that they are higher than an individual's own entitlement to a disability pension from IV or a retirement pension from AHV.

26. Life partner's pension

26.1. The life partner (of a different or of the same sex) is treated equally to the spouse if the following conditions are cumulatively fulfilled:

a) Both partners must be unmarried.

b) The two partners must not be related to each other as defined by Art. 95 of the Civil Code.

c) The existence of a qualifying life partnership of the insured person must be recorded by means of a written confirmation and reported to the Foundation. Only one person may be reported. Written revocation is possible at any time.

26.2. A life partner's pension is only paid out if at least one of the following conditions is met in addition to the aforementioned cumulative conditions:

a) The life partner must have been substantially supported by the insured person for at least the last 5 years until the death of the insured person; or

b) have lived with him/her in a consensual union with a common domicile for at least the last 5 years until his/her death without interruption, insofar as this was possible based on health-related considerations; or

c) be paying for the maintenance of one or more common children.

26.3. The burden of proof for the fulfilment of the eligibility requirements lies with the surviving partner. The claim must be submitted to the Foundation within 4 months of the death of the insured person. Otherwise, the entitlement to the life partner's pension shall lapse.

26.4. The life partner's pension is the same as the spouse's pension, whereby the statutory minimum benefits of the spouse's pension do not apply.

26.5. The provisions of the spouse's pension apply mutatis mutandis to the life partner's pension. In particular, the reduction rules applicable to spouse's pensions are applicable to life partner's pensions. In applying the reduction rules, the duration of the life partnership is equated with the duration of marriage.

26.6. There is no entitlement to a life partner's pension if the beneficiary already receives a survivor's pension from another pension claim.

26.7. Civil partners of retirement pension recipients are in no case entitled to benefits under these Regulations if the eligibility requirement under paragraph 1 lit. a of this Article was not already fulfilled before the first retirement step with pension benefits. Likewise, there is no entitlement prior to the 60th birthday if the specified periods of the prerequisites according to paragraph 2 lit. a – b of this Article did not already start or the prerequisite according to paragraph 2 lit. c was not in place.

27. Optional increase in the accrued spouse's / civil partner's pension in the case of retirement pensions

27.1. The standard accrued spouse’s or partner’s pension is 60% of the lifelong component of the retirement pension. This entitlement can be increased at the request of the actively insured person or disability pension recipient. This is financed by means of a reduction in the lifelong retirement pension. The following options are available:

- Increase in the entitlement to 80%, with a 10% reduction in the lifelong retirement pension
- Increase in the entitlement to 100%, with a 15% reduction in the lifelong retirement pension

27.2. The actively insured person or disability pension recipient must report if they have chosen an increased entitlement before the first pension payment is made. If a reduction of the retirement pension would result in it falling below the statutory minimum benefits, the increased entitlement in question may not be selected.

27.3. In the case of married beneficiaries, it is only possible to increase the entitlement if the spouse consents in writing. The signature shall be certified officially or by a notary public. Upon presentation of an official identity document (passport, identity card) as well as the family identity document, the signature may be executed at the Foundation's registered office in the presence of a person entrusted with the administration of the pension fund. Any costs incurred as a result (fees for certification, etc.) are to be borne by the actively insured person. If the spouse’s consent is not received before the first pension payment due, the amount of the entitlement remains unchanged at the standard rate of 60%.

28. Orphan's pension

28.1. If an insured person dies who was insured at the time of death or at the onset of the incapacity for work whose cause led to death dies, each of his or her children is entitled to an orphan's pension. Entitlement to a orphan's pension also exists if the insured person was at least 20%, but less than 40%, incapacitated for gainful employment or work as a result of a birth defect or as a minor when taking up gainful employment, and was at least 40% insured when the incapacity for work increased, the cause of which led to death.

28.2. The pension amount in the event of the death of an actively insured person before the occurrence of another insured event is specified in the pension plan. If a retirement or disability pension recipient dies, the orphan's pension amounts to 20% of the pension that the deceased person received before death.

28.3. The entitlement to the orphan's pension shall apply upon the death of the insured person, but at the earliest after the continued salary or pension payments, or supplementary salary payments, have ended. The entitlement to an orphan's pension expires upon reaching the age of 18. Beyond this age, children in school or training are eligible until they have completed their education, as are children who are at least 40% disabled as defined by Disability Insurance (IV), but at the latest until they reach the age of 25. The entitlement to an orphan's pension expires at the latest upon the death of the orphan.

28.4. Foster children and stepchildren are entitled if the deceased person was responsible for their maintenance.

29. Spouse's orphan's pensions

29.1. If the spouse of an actively insured person dies, each of their children is entitled to a spouse's orphan's pension until they reach the age of 18. Beyond this age, children in school or training are eligible until they have completed their education, as are children who are at least 40% disabled as defined by Disability Insurance (IV), but at the latest until they reach the age of 25.

29.2. The orphan's pension provisions shall apply mutatis mutandis to the amount of the pension and to the other conditions for entitlement.

30. Lump-sum death benefit

30.1. If an actively insured person or a disability pension recipient dies before retirement, the entitled survivors receive a lump-sum death benefit in the amount of the existing retirement assets less the present value of all survivors' benefits actually paid out. For actively insured persons (excluding disability pensioners) the waiver of the stipulated reduction by the present value (full return of the existing pension assets) and an additional lump-sum death benefit may be insured. The entitlement to an additional lump-sum death benefit exists exclusively for beneficiaries in groups a and b.

30.2. If a recipient of a retirement pension, whose entitlement under the regulations arose with the Foundation, dies within 60 months (5 years) of retirement, the surviving dependants are entitled to a lump-sum death benefit in the amount of the monthly lifelong retirement pension instalments not yet paid out up to the end of the 60-month period, less the monthly spouse's or partner's pension instalments to be paid for the same period. If, as a result of partial retirement, the current lifelong retirement pension consists of multiple pension components, the lump-sum death benefit is calculated separately for each pension component accrued for each stage of partial lifelong retirement.

30.3. Irrespective of the right of inheritance, the surviving dependants are entitled in accordance with the following order of priority, with the proviso that unless a different beneficiary declaration has been made by the insured person (Art. 30.4) the prior group excludes the following group from the entitlement to benefit:

Group a: the spouse and the children of the insured person who are entitled to an orphan's pension

Group b: the persons who have been supported to a considerable extent by the insured person during the last 5 years up to his/her death; and the person who satisfies the conditions stipulated in the regulations for a life partner's pension (Art. 26). Persons in this group are only eligible if they were notified to the Foundation in writing by the insured person during their lifetime as being entitled to the lump-sum death benefit.

Group c: the children of the deceased (excluding stepchildren) who are not entitled to an orphan's pension)

Group d: the parents

Group e: the siblings (incl. half-siblings, excl. step-siblings)

30.4. The insured person may alter the ranking of groups c, d and e or combine them by making a different declaration of beneficiay. The insured person may likewise subordinate beneficiaries in group a to the other groups or combine them. A written beneficiary declaration to that effect must be deposited with the foundation; that declaration may be rescinded in writing at any time.

30.5. The lump-sum death benefit is in principle divided equally between the beneficiaries. Within an existing group or a group that has been altered or combined on the basis of the previous section, the insured person may make a written beneficiary declaration which individually determines the apportionment of the lump sum death benefit between the beneficiaries named therein.

30.6. Claims to the lump-sum death benefit must be submitted to the Foundation within 4 months of the death of the insured person. The non-interest-bearing lump-sum death benefit is only due for payment after definitive clarification of the entitlement, but at the earliest 4 months after the death.

31. Repayment of voluntary purchases

31.1. The repayment of voluntary purchases is insured within the framework of the following provisions, irrespective of any deviating provision in the pension plan.

31.2. If an actively insured person or disability pension recipient who has made voluntary purchases in the Foundation dies before full retirement, any lump-sum death benefit shall be at least equal to the sum of the insured person's voluntary purchases in the Foundation without interest, less any advance withdrawals for home ownership and payouts as a result of divorce. In the case of an actively insured person who has already drawn retirement benefits as a result of partial retirement steps, this amount shall be reduced proportionately as a function of the cumulative degree of retirement. If survivors' benefits depend on the projected or existing retirement assets, they are reduced to the corresponding extent.

31.3. Repayments of advance withdrawals for residential property and deposits from divorce decrees are not considered voluntary purchases as set out in these provisions.

31.4. If the company is becoming an affiliate with the Foundation for the first time, the repayment of voluntary purchases made with the previous pension fund is also insured. The prerequisite for this is that the actively insured person was continuously employed by the Company until the occurrence of the insured event and the respective purchases were certified by the previous pension fund. Voluntary purchases into the pension schemes of other or former employers are not considered as purchases in the Foundation.

32. Divorce pension

32.1. A divorce pension is awarded in the divorce decree as part of a pension settlement in the event of divorce.

32.2. The divorce pension shall expire upon the death of the beneficiary.

32.3. Marriage of the beneficiary does not result in a change of the divorce pension.

32.4. If the pension is paid out to a pension or vested benefits institution, the beneficiary may also agree a lump-sum settlement with the Foundation instead of the pension; said lump-sum shall be transferred to that institution on one single occasion. This requires the consent of both parties. The corresponding agreement must be made before the first pension payment. The amount of the settlement is calculated on the basis of the Foundation's technical principles at the time the divorce decree becomes final. With the transfer in lump-sum form, all claims of the entitled spouse against the Foundation are settled.

32.5. There is no entitlement to survivors' benefits.

33. Relationship to other insurances

33.1. If the insured benefits according to the pension plan (death or disability benefits, but not retirement benefits that are a continuation of disability benefits) together with the benefits listed below result in a replacement income of more than 90% of the presumed lost earnings, the Foundation's benefits will be reduced. The reduction is made to the extent by which the total replacement income exceeds 90% of the presumed lost earnings. As a rule, it is assumed that the presumed lost earnings correspond to the last reported annual salary before the onset of incapacity for work or before death. The insured person is entitled to prove a higher presumed loss of earnings.

Creditable benefits:

- Benefits from AHV / Disability Insurance (IV)
- Benefits from compulsory accident insurance
- Military insurance benefits
- Benefits from other pension and vested benefits institutions
- Benefits from other domestic and foreign social insurance schemes
- Benefits of an insurance company to which the Company or a foundation in its place has paid premiums

- For recipients of disability benefits: the income from gainful employment or replacement income that continues to be earned or can still reasonably be earned. This does not apply to additional income earned during participation in reintegration measures pursuant to Art. 8a IVG. The determination of the reasonably achievable income from gainful employment is based on the disability income as defined by IV decision. The chargeable amount is adjusted in the event of revisions to Disability Insurance (IV).

The person entitled to benefits must inform the Foundation of all creditable income. Disability allowances and personal injury indemnities, severance payments, assistance allowances and the like are not taken into account. In the event of death, the income of the surviving spouse or civil partner and the orphans resulting from substitute income triggered by the benefit case are added together.

If the Foundation's benefits have been reduced due to a withdrawal within the context of the promotion of home ownership, the unreduced benefits are taken into account for the excess insurance calculation.

If, in a divorce, a disability pension is divided after normal retirement age under the Regulations, the share of the pension that was awarded to the entitled spouse will be included in the calculation of any reduction of the disability pension of the insured person.

Capital benefits are converted into pensions for purpose of calculating the reduction. The conversion shall be based on the principles set out in Appendix 1 to these Regulations.

33.2. Benefit reductions are reviewed periodically, in particular when claims expire or are established, as well as in the event of corresponding changes in the law, and adjusted if necessary.

33.3. If the incapacity for work is due to an accident or an illness for which the accident or military insurance is liable to pay benefits, the Foundation shall pay its temporary disability benefits up to a maximum of the statutory minimum benefits. Exempt from this restriction on benefits are exemption from contributions, parts of salary insured in accordance with the pension plan above the UVG maximum, and persons who are not subject to UVG.

33.4. The Foundation shall pay its regulatory benefits on a pro rata basis if the accident or military insurance does not pay its full benefits because the death or incapacity for work is not exclusively attributable to a cause that gives rise to its obligation to pay benefits.

33.5. If the accident insurer or the military insurance is not liable to pay benefits because of intent, gross negligence or a risk, or if their benefits are reduced, the unreduced benefits of the accident or military insurance shall be taken into account in the coordination. In this case, the Foundation shall pay no more than the statutory minimum benefits in the event of death and disability.

33.6. If the Foundation is subject to a statutory obligation to make advance payments, this shall be limited to the statutory minimum benefits. The person entitled to benefits must prove that he/she has registered with all applicable insurance institutions. If the case is taken over by another insurance carrier, it must reimburse the Foundation for the advance payments. The Foundation reserves the right to reclaim or offset any excess payments.

34. Exit

34.1. The actively insured person is entitled to a termination benefit if the employment relationship is terminated before the occurrence of an insured event and the actively insured person leaves the pension scheme.

34.2. The Company shall notify the Foundation of actively insured persons whose employment relationships are being terminated at least 2 weeks before they leave, stating their home address. At the same time, it shall inform the Foundation whether the actively insured person is no longer fully capable of gainful employment or work for health reasons.

34.3. The benefits upon exit from the Foundation are based on the legal provisions pursuant to the Vested Benefits Act (FZG) and its ordinances. The Foundation shall provide the actively insured person with a corresponding statement upon exit. The termination benefit corresponds to the highest of the 3 amounts defined below:

- For defined contribution funds: Balance of the individual retirement assets on the date of exit in accordance with Art. 15 FZG.
- For defined benefit funds: The cash value of the benefits acquired in accordance with Art. 16 FZG.

- Minimum amount pursuant to Art. 17 FZG: The minimum benefit consists of the sum of the interest-bearing withdrawal benefits paid in, less any withdrawals in connection with the promotion of home ownership or divorce, including interest, as well as the interest-bearing savings contributions of the actively insured person and the statutory supplement on the interest-bearing savings contributions. The savings contributions are credited to the retirement account at the end of each year. Repayments of advance withdrawals for the promotion of home ownership and receipts in the context of divorce are treated in the same way as withdrawal benefits paid in and voluntary purchases. The statutory supplement is 4% per year of age above age 20, up to a maximum of 100%. The 4% supplement is not calculated for contributions in the event of voluntary continued insurance of the previous insured salary after the age of 58 (Art. 33a BVG) and continued insurance in the event of loss of employment after the age of 58.
- BVG retirement assets pursuant to Art. 18 FZG.

34.4. In the event of continued insurance upon job loss after reaching the age of 58, the termination benefit remains in the Foundation even though retirement savings no longer build up.

34.5. If, in the event of continued insurance upon job loss after reaching the age of 58, a person with continued insurance joins a new pension fund, the termination benefit shall become due and be transferred to the new pension fund to the extent that it can be used to purchase full benefits under the regulations of the new pension scheme. If more than two-thirds of the termination benefit would have to be transferred as a result, exit occurs and the entire termination benefit is transferred to the new pension scheme.

34.6. If the employment relationship is terminated upon or after reaching the reference age, departure from the service shall be treated as the occurrence of a case giving entitlement to benefit and retirement shall take place. However, insured persons who demonstrably continue a gainful activity may also request a termination benefit instead of the retirement benefit.

34.7. Exit from the Foundation is not possible if the insured person can claim disability or incapacity for work benefits. Exit from the Foundation is also prohibited especially during provisional continued insurance and maintenance of the benefit entitlement pursuant to Art. 26a (1) and (2) BVG. In these cases, no termination benefit will be paid.

34.8. The termination benefit is due upon exit from the Foundation. From this time onwards, interest will be charged on the termination benefit in accordance with BVG. If the Foundation does not transfer the termination benefit due within 30 days of receiving the necessary information, the Foundation shall pay interest on arrears from the end of this period (BVG minimum interest rate plus 1%).

35. Use of the termination benefit

35.1. The termination benefit must continue to be used for the retirement, disability and survivors' benefits of the departing actively insured person. For this purpose, it is transferred to the pension fund of the new employer.

35.2. Actively insured persons who do not join a new pension fund in Switzerland or Liechtenstein must notify the Foundation of the permissible form in which they wish to receive pension cover (vested benefits account with a bank or with the BVG Substitute Occupational Benefit Institution, vested benefits policy). In this case, a division of the termination benefit is possible. The transfer is made to a maximum of two different institutions and per institution to a single vested benefits account or policy; if two transfers are made, the amount of the compulsory component (BVG component) will be split proportionately. In the absence of such notification, the Foundation shall transfer the termination benefit to the BVG Substitute Occupational Benefit Institution after 6 months at the earliest and after 2 years at the latest.

35.3. The termination benefit will be paid out in cash if the request is made

- by a person entitled to benefits who is leaving Switzerland permanently;
- by an eligible person who takes up self-employment and is no longer subject to mandatory insurance;
- by an eligible person whose termination benefit is less than the annual employee contribution.

35.4. Actively insured persons may not request cash payment of the mandatory part of the termination benefit if they reside in Liechtenstein.

35.5. Actively insured persons who leave Switzerland permanently may not request the cash payment of the mandatory part of the termination benefit if they continue to be compulsorily insured for the risks of old age, death and disability under the legislation of a Member State of the European Community or if they continue to be subject to mandatory insurance for the risks of old age, death and disability under the legislation of Iceland or Norway.

35.6. The Foundation may request the necessary documents to verify the legitimacy of the cash payment. In the case of married beneficiaries, the cash withdrawal is only possible if the spouse consents in writing. The signature shall be certified officially or by a notary public. Upon presentation of an official identity document (passport, identity card) as well as the family identity document, the signature may be executed at the Foundation's registered office in the presence of a person entrusted with the administration of the pension fund. If consent cannot be obtained or is refused without good cause, the matter may be referred to the court. Unmarried persons must have their marital status officially confirmed. Any costs incurred as a result (fees for certification or certificate of civil status, etc.) are to be borne by the actively insured person. The deduction of withholding taxes in the case of cash payment remains reserved.

35.7. Upon payment of the termination benefit, any claim against the Foundation arising from these Regulations shall expire. Claims arising from supplementary cover shall remain reserved.

36. Supplementary cover, reimbursement and offsetting

36.1. The survivors' and disability benefits insured at the time of the termination of service shall remain covered at the same level after the termination of the pension relationship until the establishment of a new pension relationship, but for no longer than one month, without a contribution being levied.

36.2. If the Foundation has to pay survivors' or disability benefits after it has already transferred the termination benefit, the latter shall be refunded to the Foundation to the extent necessary to finance the survivors' or disability benefits. If a full refund is not made, these benefits may be reduced.

36.3. There is no supplementary cover for death for an insured person who is entitled to retirement benefits from the Foundation or has already submitted a claim. The death benefits in this case correspond to the insured death benefits for pension recipients.

37. Supplementary credits

37.1. The supplementary credits for entry generation are provided in accordance with the statutory provisions.

38. Adjustment of benefits to the price trend (inflation)

38.1. The statutory survivors' and disability benefits whose term has exceeded 3 years shall be adjusted in line with the price trend as ordered by the Federal Council.

Spouse's and disability pensions shall be adjusted until the beneficiary reaches normal retirement age; orphan's and disabled person's children's pensions until they expire.

The crediting principle applies: the effective adjustment of the statutory survivors' or incapacity benefit under the Regulations to price development is only made insofar as the benefit defined by the Regulations in accordance with the pension plan is exceeded by the inflation-adjusted statutory benefit.

38.2. The remaining pensions are adjusted to the price trend as far as the financial possibilities of the pension schemes allow. This can be achieved through pension increases or one-off supplementary pensions, such as a 13th monthly pension. When determining the amount, the implicit interest commitments resulting from the original conversion rates and the previous terms of the pensions can be taken into account. For survivors' pensions that have replaced a retirement pension, the duration of the retirement pension is taken into account (insofar as it is known). The Foundation's actuarial principles are applied.

38.3. The Board of Trustees decides annually whether and to what extent the pension schemes are advised to voluntarily compensate for inflation, depending on the individual funding ratio. If no objection is raised by the Pension Fund Commission within the deadline set, the Foundation will implement the recommended cost-of-living adjustment.

39. General information about the benefits

39.1. In the case of retirement or disability pensions that are less than 10% of the minimum AHV retirement pension, spouse's or partner's pensions that are less than 6% of the minimum AHV retirement pension and orphan's pensions that are less than 2% of the minimum AHV retirement pension, an equivalent one-off lump sum calculated according to actuarial rules is paid instead of the pension.

39.2. The accrued retirement and survivors' benefits of pension recipients who have been taken over by other pension funds shall be based on the pension plan of the affiliated company valid at the time of affiliation to the Foundation. Written agreements deviating from this are possible.

39.3. If an actively insured person dies without bringing in all termination benefits from previous pension relationships or if that person has already drawn second pillar pension benefits, the survivors' benefits shall be reduced to a corresponding extent in accordance with actuarial principles. However, the Foundation shall provide at least the statutory minimum benefits. If the outstanding vested benefits are brought in after death, full benefits will be paid from that time.

39.4. If the incapacity for work has been caused intentionally by the insured person, for example by an attempted suicide or self-mutilation, there is only an entitlement to a pension within the scope of the statutory minimum benefits.

This provision also applies if the case of disability or death was caused by the insured person's active participation in a war, warlike activities or civil unrest without Switzerland itself having been at war or involved in warlike activities.

The Foundation shall reduce its benefits to the corresponding extent if Old Age and Survivors' Insurance (AHV) or Disability Insurance (IV) reduces, withdraws or refuses a benefit because the insured person or the person entitled to benefits caused the death or disability through serious fault or resists a rehabilitation measure by Disability Insurance (IV).

39.5 If a beneficiary has wilfully caused the death of the insured person, the benefits paid to that person shall be reduced to zero and shall pass to the next beneficiary in accordance with these regulations.

40. Due date and payment of benefits

40.1. To substantiate a claim for benefits, the entitled persons shall submit the requested documents.

40.2. The Foundation shall transfer the benefits due to the beneficiaries. If notification is received of the failure to meet the obligation to pay maintenance, the Foundation must report the entitlement to benefits in the form of a one-off lump-sum settlement, cash payment, early withdrawal within the context of the encouragement of home ownership or pledging of pension assets to the cantonal agency, as defined by Art. 40 BVG.

40.3. Pensions are paid monthly in arrears. The full pension is still paid for the month in which the entitlement expires. Pensions paid in excess of this are to be refunded.

40.4. The default interest rate is the minimum BVG interest rate set by the Federal Council for retirement assets. The interest on termination benefits is regulated separately.

40.5. Entitled persons must provide the Foundation with a bank or postal account in their name in Switzerland or in an EU or EFTA member state for the purpose of settling their claims. In the absence of such, the place of performance shall be the registered office of the Foundation. The Foundation may agree to a paying agent outside Switzerland, an EU or EFTA state, provided that the person entitled to benefits bears the transfer costs. The Foundation may order the capitalisation of any pension in the event of residence outside Switzerland, an EU or EFTA state.

41. Assignment and pledge

41.1. All benefits assured by these Regulations may not be assigned or pledged before they become due. The provisions on the promotion of home ownership with funds from the occupational benefit scheme and court division orders within the context of a divorce remain reserved.

41.2. The Foundation shall subrogate itself to the claims of the insured person, his/her survivors and other beneficiaries against liable third parties for the statutory benefits at the time of the event (subrogation). For non-mandatory benefits, it may also require the claimant of a survivor's or disability benefit to assign to it claims to which he/she is entitled against liable third parties in the event of a claim, up to the amount of its obligation to pay benefits.

42. Divorce

Principles

42.1. The entitlements from the occupational benefit scheme acquired during the marriage up to the time of initiation of the divorce proceedings are settled upon divorce. In the event of a divorce, the court may determine that part of the termination benefit or the current pension be transferred to the spouse. Actively insured persons and disability pension recipients can buy back into the pension scheme within the scope of the transferred termination benefit.

42.2. In the event of a transfer of the termination benefit, the existing retirement assets pursuant to BVG and those from the non-mandatory pension plan are reduced proportionally. For this calculation, all pension relationships with the same pension fund are added together. This applies mutatis mutandis to the transfer of a lifelong pension.

42.3. The transferred termination benefit or pension is credited to the mandatory and non-mandatory assets in the same proportion as it was charged to the obligated spouse.

No insured event occurred

42.4. The termination benefits acquired during the marriage are divided according to the court ruling and transferred to the spouse's pension or vested benefits institution. During deferred retirement, the existing retirement assets are divided like a termination benefit in accordance with the court ruling.

Disability pensions before normal retirement age

42.5. The hypothetical termination benefits acquired during the marriage are divided according to the court ruling and transferred to the spouse's pension or vested benefits institution.

42.6. The disability pension is reduced in accordance with the statutory provisions if the pension assets acquired up to the start of the entitlement are included in the calculation of the disability pension in accordance with the Regulations. The reduction is calculated in accordance with the regulatory provisions on which the calculation of the disability pension is based. The decisive factor for the calculation of the pension reduction is the date on which the divorce proceedings were initiated.

Retirement and disability pensions after normal retirement age

42.7. The court decides on the division of the pension. The share of the pension awarded to the entitled spouse is converted into a lifelong divorce pension using the formula in accordance with the Appendix pertaining to Art. 19h FZV. The date on which the divorce becomes final is decisive for the conversion.

Retirement age starts during the divorce proceedings

42.8. If the obligated spouse (actively insured person or recipient of a temporary disability pension) becomes entitled to retirement benefits during the divorce proceedings, the Foundation shall pay a retirement pension based on the undivided retirement assets until the date of the divorce decree. Based on the divorce decree, the retirement pension is recalculated on the basis of the divided retirement assets. The Foundation shall reduce the part of the termination benefit to be transferred to the entitled spouse and the retirement pension of the obligated spouse on the basis of the excess retirement pension paid out.

42.9. The reduction corresponds to the amount by which the pension payments until the divorce decree becomes final would be lower if their calculation had been based on a credit balance reduced by the transferred part of the termination benefit. For the excess retirement pension paid to the obligated spouse as a result of late deduction of the reduction, half of the excess pension amount paid out in francs is multiplied by the applicable conversion rate at the time of the reduction of the retirement pension and additionally deducted. In addition, the second half of the excess pension amount paid out is deducted from the termination benefit to be transferred to the entitled spouse.

Payment of the divorce pension

42.10. If the entitled spouse has not yet reached the statutory minimum age for early retirement, the divorce pension will be paid to his/her pension or vested benefits institution. If this is not possible, the transfer is made to the substitute occupational benefit scheme.

42.11. If the entitled spouse draws a full disability pension or has reached the statutory minimum age for early retirement, he/she can request the direct monthly payment. Otherwise, the divorce pension will be paid out to his/her pension or vested benefits institution. If this is not possible, the transfer is made to the substitute occupational benefit scheme.

42.12. If the entitled spouse has reached the statutory normal retirement age, direct monthly payments will be made. The spouse may also request a transfer to his/her pension fund if he/she can buy into it.

42.13. The transfer of the divorce pension to a pension or vested benefits institution shall be made annually in one amount by 15 December at the latest. In this case, the annual pension sum is subject to interest at half the regulatory interest rate for interest on retirement assets.

Children's pensions

42.14. Entitlements to children's pensions already existing at the time of initiation remain unchanged. A subsequent orphan's pension is calculated on the same basis.

42.15. Newly accruing claims of the obligated spouse are calculated on the basis of his/her reduced pension after the pension settlement.

Costs

42.16. No charge is made for the calculation and settlement of the division under divorce law as a result of a court order. Costs incurred beyond this are regulated in the cost regulations and must be paid by the insured person.

III. PROMOTION OF HOME OWNERSHIP

43. Initiation

43.1. Within the framework of the federal law and the ordinance on the promotion of home ownership with funds from the occupational pension plan and the following provisions, the insured persons may use the termination benefits available at the Foundation to finance home ownership.

43.2. It should be noted that in the case of an early withdrawal, the pension benefits may be reduced and the amount withdrawn is immediately taxable. The tax amount must be raised from your own funds and cannot be deducted from the early withdrawal amount.

43.3. The costs for processing an advance withdrawal or a pledge are regulated in the cost regulations. They are to be paid by the insured person.

43.4. External costs (land registry, etc.) will be charged in any case.

43.5. If insured persons incur special expenses that go beyond the processing of a normal application when claiming early withdrawals or pledges to finance residential property for their own use, the Foundation may pass these costs on to the applicants.

44. Advance withdrawal

44.1. Upon written request, an actively insured person may withdraw his/her retirement assets up to the maximum possible advance withdrawal amount up to 3 years before reaching the reference age.

- for the acquisition and construction of residential property,
- for the acquisition of share certificates for housing cooperatives or similar investments,
- for the fulfilment of amortisation obligations, and
- for the voluntary amortisation of existing mortgage loans.

44.2. If continued insurance upon job loss after reaching the age of 58 has lasted longer than two years, the advance withdrawal is no longer possible.

44.3. Owner-occupied homes and owner-occupied single-family houses are considered to be residential property.

Sole and joint-ownership, building rights and ownership by the actively insured person together with his/her spouse are treated the same as residential property.

44.4. The actively insured person may only claim the amount withdrawn in advance for one property at a time. Holiday and second homes do not give entitlement to an advance withdrawal or pledge.

44.5. In the case of an advance withdrawal, a restriction on sale is entered in the land register at the expense of the person making the advance withdrawal.

44.6. In the case of married beneficiaries, the advance withdrawal is only possible if the spouse consents in writing. The signature shall be certified officially or by a notary public or shall be executed at the Foundation's registered office in the presence of a person entrusted with the administration of the pension fund upon presentation of an official identity document (passport, identity card) together with the family identity document. Unmarried persons must have their marital status officially confirmed. Any costs incurred as a result (fees for certification or certificate of civil status, etc.) are to be borne by the actively insured person.

45. Amount

45.1. Up to the age of 50, the maximum possible advance withdrawal amount corresponds to the termination benefit to which the actively insured person is entitled. If the actively insured person has passed the age of 50, the maximum amount corresponds to the termination benefit to which the insured person would have been entitled at the age of 50 or half of the termination benefit at the time of withdrawal. Advance withdrawals made previously will be taken into account. If purchases have been made, the resulting benefits may not be drawn in advance within the next 3 years.

46. Minimum amount and assertion

46.1. The minimum amount applicable for the advance withdrawal is CHF 20,000. The limitation does not apply to usage for the purchase of housing cooperative shares or similar equity securities.

46.2. An advance withdrawal can only be asserted every 5 years.

46.3. The Foundation shall transfer the pension assets claimed by the actively insured person and to which he/she is entitled directly to the seller, creator or lender with his/her consent and against appropriate receipts. The payment may be postponed by the Foundation for up to 6 months.

46.4. If payment within 6 months is not possible or reasonable for liquidity reasons, the pension fund shall draw up a priority order which must be brought to the attention of the supervisory authority.

46.5. In the event of an advance withdrawal, the existing retirement assets pursuant to BVG and those from the non-mandatory pension plan shall be reduced proportionally. For this calculation, all pension relationships with the same pension fund are added together.

47. Reduction of pension benefits

47.1. If the actively insured person makes use of the advance withdrawal, his/her pension benefits (retirement, disability and death benefits) will be reduced, if applicable, in accordance with actuarial principles.

47.2. Any reductions in benefits in the event of death and disability can, under certain circumstances, be covered by private life insurance. At the request of the actively insured person, the Foundation will arrange such a policy.

47.3. The costs of covering the reduction in benefits shall be borne by the actively insured person.

48. Repayment

48.1. The amount drawn must be repaid to the pension fund by the actively insured person or his/her heirs if

- the residential property is sold;
- rights are granted to this residential property that are economically equivalent to a sale;
- no pension benefits are due upon the death of the insured person.

48.2. The transfer of the residential property to a beneficiary under pension law is not considered a sale. However, the residential property is subject to the same restriction on disposal as for the insured person.

48.3. The actively insured person may repay the amount drawn

- until entitlement to retirement benefits under the Regulations comes into effect,
- until the occurrence of another insured event, or
- until the termination benefit is paid out in cash.

48.4. The repayment shall be confirmed in writing to the actively insured person for the attention of the Federal Tax Administration. There is a claim for repayment of the taxes paid on the repaid advance withdrawal without interest. The insured person must submit the refund request to the authority that levied the tax amount. The responsible authority can be requested from the Federal Tax Administration. A period of 3 years from the repayment of the advance withdrawal or the realisation of the pledge applies for the assertion of the refund.

48.5. If the residential property is sold, the repayment obligation is limited to the sale proceeds. The proceeds are deemed to be the sale price less the debts secured by mortgage and the statutory levies imposed on the seller. Loan obligations entered into within 2 years prior to the sale of the residential property are not taken into account, unless the insured person proves that these were necessary to finance his/her residential property.

48.6. The minimum repayment amount is CHF 10,000. If the outstanding advance withdrawal is less than the minimum amount, the repayment shall be made in a single amount. Repayments must be made by bank transfer. Cash payments are excluded.

48.7. If an insured person who has sold his/her residential property intends to purchase residential property again, he/she may transfer the proceeds from the sale to a vested benefits institution (vested benefits account at a bank or vested benefits policy) to the extent of the advance withdrawal for a maximum period of 2 years.

48.8. In the event of a repayment, the amount is contributed towards the existing retirement assets in accordance with the BVG and the retirement assets from the non-mandatory pension plan are reduced proportionally in the same way as in the case of an advance withdrawal. If the Foundation lacks this information because the advance withdrawal was made with a previous employee benefit institution and the details can no longer be verifiably determined, the repaid amount shall be allocated to the mandatory and non-mandatory retirement assets in the ratio that existed at the time of the repayment.

49. Tax treatment

49.1. Advance withdrawals and pledge realisations are taxable.

50. Pledge

50.1. The entitlement to pledge is limited to the amount that the insured person could claim for the advance withdrawal. The pledge may also cover future pension benefits up to the maximum possible advance withdrawal.

50.2. If continued insurance upon job loss after reaching the age of 58 has lasted longer than two years, pledges are no longer possible.

50.3. The written consent of the pledgee is required (insofar as the pledged amount is affected) in the case of

- cash payment of the termination benefit,
- payout of the pension benefit,
- transfer of part of the termination benefit due to divorce to a pension scheme of the other spouse.

If the pledgee refuses consent, the pension fund shall secure the corresponding amount.

50.4. Upon termination of service, the pledgee shall be informed by the Foundation of the amount of the termination benefit and to whom it will be transferred.

50.5. A pledge realisation has the same effects as an advance withdrawal.

50.6. The pledge expires after 3 months have elapsed since the creditor became aware that the conditions for the pledge no longer applied.

50.7. To be valid, the Foundation must be notified in writing of the pledge, stating the name and address of the pledgee and the amount pledged.

50.8. In the case of married beneficiaries, pledging is only possible if the spouse consents in writing. The signature shall be certified officially or by a notary public or shall be executed at the Foundation's registered office in the presence of a person entrusted with the administration of the pension fund upon presentation of an official identity document (passport, identity card), together with the family identity document. Unmarried persons must have their marital status officially confirmed. Any costs incurred as a result (fees for certification or certificate of civil status, etc.) are to be borne by the insured person.

51. Proof / Information

51.1. When claiming an advance withdrawal or pledge, the insured person must provide the Foundation with sufficient documentation (contractual documents, regulations, rental or loan agreement, etc.) to prove the purpose for which he/she is using the funds.

51.2. Upon written request, the pension fund shall inform the insured person about

- the credit balances available to him/her for home ownership,
- the reductions in benefits associated with an advance withdrawal or realisation of a pledge,
- the possibility of closing a gap in coverage with regard to disability and survivors' benefits resulting from the advance withdrawal or the realisation of a pledge,
- the immediate tax liability in the event of an advance withdrawal or realisation of a pledge.

IV. FINANCING AND PAYMENT PROCEDURES

52. Financing

52.1. The Foundation levies savings contributions to finance pension assets as well as risk and cost contributions to finance actuarial risks and administrative costs. It may also levy contributions to finance pension conversion losses. The amount of the contributions and their apportionment between employers and employees shall be guided by the pension plan provisions. The Foundation is entitled to adjust the risk contributions of pension schemes with an unfavourable risk record.

52.2. The obligation to pay contributions shall commence upon admission to the pension scheme and shall continue until the insured person leaves the service of the affiliated company, or in the event of death until the end of the month of death, but no longer than until the entitlement to retirement benefits arises. The exemption from contributions in the event of incapacity for work remains reserved.

52.3. If the employment relationship commences between the 1st and 15th day of a month (inclusive), the obligation to pay contributions shall begin on the first day of the same month. If the commencement date is after the 15th day of a month, the obligation to pay contributions shall commence on the first day of the following month.

52.4. If the pension relationship ends between the 1st and 15th day of a month (inclusive), the obligation to pay contributions shall end on the last day of the previous month. If the pension relationship ends after the 15th day of a month, the obligation to pay contributions shall end on the last day of the same month.

52.5. The Pension Fund Commission may decide that the ordinary contributions for the Company and the insured persons shall be temporarily reduced and that the omitted contributions shall be taken from the free assets of the pension fund. This is subject to the proviso that the pension purposes are secured and fulfilled and that appropriate consideration has been given to securing pension cover for vested benefits.

52.6. The Company is obliged to pay at least half of the total contributions. The contributions for continued insurance of the previous insured salary after the age of 58 (Art. 33a BVG) are excluded from this. In the event of continued insurance upon job loss after reaching the age of 58, the insured person must pay both employee and employer contributions. Any restructuring contributions constitute an exception; for these, only the contribution share agreed for employees is levied.

52.7. The Company deducts the employee's contribution share monthly in 12 equal parts from the salary or salary supplement and is responsible for the timely transfer of the total contributions to the Foundation.

Choice of pension plans (optional plans)

52.8. Actively insured members can be offered the option of choosing from a maximum of three savings contribution alternatives in the pension plan. The retirement credits financed by the employee depend on the plan chosen, while those financed by the employer are the same in all plans. The provisions of Art. 1d BVV2 apply. In the absence of an explicit provision in the pension plan, a change of plan is possible once a year on 1 January as standard. A change can also be made during the year with the employer's consent.

53. Payment obligation

53.1. The actively insured persons shall have their own contributions deducted from the salary or salary supplement to be paid out and transferred to the Foundation together with the Company's contributions. The Company is liable to pay contributions to the Foundation.

53.2. In the case of continued insurance in the event of loss of employment after reaching the age of 58, the Foundation shall invoice the insured person with continued insurance directly for the entire contributions. The payment mode agreed with the company applies (usually quarterly). The entire contributions are to be transferred in full as of the end of each agreed settlement period. The contributions can also be made via periodic payments on account. The Foundation may terminate the continued insurance with immediate effect in the event of outstanding contributions. The calculation of the termination benefit (termination statement) is based on the date up to which the savings contributions were paid. The insurance coverage ends on the date of written notice of termination. If the insured person with continued insurance has a contribution credit balance at the end of the continued insurance, the Foundation will refund this without interest.

53.3. The contributions shall be invoiced to the Company in accordance with the agreed payment method and shall be transferred in full at the end of each agreed settlement period. Cash payments are excluded.

53.4. The current contributions shall not be deemed to have been paid until the previously lapsed contributions have also been paid. A partial payment shall be credited against the oldest contribution debt, without regard to any declaration to the contrary by the Company.

53.5. If the Company is in arrears with payments of contributions, the Foundation shall inform the Pension Fund Commission. Within 3 months of the agreed due date, the Foundation shall notify the supervisory authority of any outstanding regulatory contributions.

53.6. If, after the second reminder, the entire amount of the contribution in arrears is not issued for immediate payment, the Foundation reserves the express right to terminate the affiliation contract at the end of the month following the last request for payment, in deviation from the notice period provided for in the affiliation contract. The right to legally claim the contribution debt and any ancillary costs remains reserved.

53.7. The Foundation cannot be held liable for any disadvantages or loss of assets resulting from the Company's default.

53.8. The company will be reported to the BVG Substitute Occupational Benefit Institution for compulsory affiliation if no other pension fund takes over the coverage.

54. Purchase of contribution years and benefit increases

54.1. The insured person must contribute termination benefits from previous pension relationships to the Foundation.

54.2. The insured salary at the time of the purchase and the regulatory retirement credits form the basis for calculating the possible purchase amount in accordance with the pension plan. The maximum possible purchase sum (purchase potential) is calculated based on the Foundation's actuarial parameters. A purchase interest rate of 2% is used to determine the full benefits due under the regulations at the time when the purchase is made. A different or lower purchase interest rate may be specified in the benefits plan.

54.3. The maximum purchase amount corresponds to the maximum possible retirement assets less the existing retirement assets. The maximum purchase amount is also reduced in the following cases:

- By a credit balance in pillar 3a provided it exceeds the compounded sum of the maximum deductible annual contributions of the age group from age 24 for persons insured in pension funds. The minimum BVG interest rates applicable at the time are used for compounding.
- If an insured person has vested benefit credits that he/she has not transferred and was not required to transfer to the Foundation, the maximum purchase amount is reduced by this amount.
- In the case of an insured person who is already drawing or has already drawn retirement benefits, and who subsequently resumes gainful employment or increases his/her level of employment again, the maximum purchase amount is reduced by the amount of the retirement benefits already drawn from the second pillar. In the case of lump-sum withdrawals, the retirement capital drawn is taken into account. In the case of retirement pensions, the annuitised retirement assets are taken into account (if known). If this information is missing and can no longer be verifiably determined, the retirement pension paid out is capitalised using the conversion rate that would have applied to the insured person at the Foundation, at the age at which the pension commenced. The value calculated in this way is taken into account in the calculation.

54.4. Voluntary purchases during deferred retirement are possible to the extent of the maximum possible retirement assets at the time of normal retirement age less the retirement assets available at the time of the purchase.

54.5. For insured persons who are resident abroad (cross-border workers) or who move to Switzerland from abroad and have never belonged to a pension scheme in Switzerland, the annual purchase sum may not exceed 20% of the insured salary under the Regulations in the first 5 years after joining a Swiss pension scheme for the first time. This limit also applies to purchases pursuant to Articles 6 and 12 FZG.

54.6. If purchases have been made, the resultant benefits may not be withdrawn from the pension plan as a lump sum within the following three years. If advance withdrawals have been made for the promotion of home ownership, voluntary purchases may only be made once the advance withdrawals have been repaid.

54.7. Repurchases in the event of divorce are excluded from the limit on the maximum purchase amount. Purchases made under the regulations are always offset against an outstanding divorce balance. The divorce balance corresponds to the difference between the transfers made to the divorced marital partner following a divorce and the repurchases already made by the insured person.

54.8. The purchase of contribution years and benefit increases can also be financed by the employer. Employer purchases under the Regulations must be regulated in the pension plan.

54.9. In the case of an existing disability, voluntary purchases or repurchases after divorce will under no circumstances lead to an increase in current or future disability benefits.

54.10. Voluntary purchases are credited to the non-mandatory retirement assets.

54.11. A maximum of two voluntary purchases may be made per pension relationship in a particular calendar year. They must be made by bank transfer. Cash payments are excluded.

54.12. The insured person is advised to clarify tax deductibility with the competent authority. The Foundation accepts no liability in this regard. If restrictive regulations are issued by tax authorities, the Foundation may limit or suspend the purchase amounts.

55. Purchases for early retirement

55.1. If an actively insured person has fully purchased the benefits under the Regulations and therefore no longer has any purchase potential in their ordinary retirement account, he/she can also make additional purchases to compensate in full or in part for reductions relating to the advance withdrawal of retirement benefits (buyout of pension reduction).

55.2. At the earliest 4 years before the planned early retirement, the reduction can be fully or partially compensated up to the maximum retirement pension possible under the Regulations at the normal retirement age. Any reduction in the retirement pension as a result of drawing an AHV bridging pension can also be compensated in full or in part. If the early retirement is not completed as planned, the purchases will be reversed, i.e. paid back to the insured person, if they exceed the regulatory benefit target by more than 5% for the effective retirement date and are reported to the tax administration accordingly.

55.3. The Foundation technically maintains a separate "early retirement account" for purchases for early retirement. The interest rate for the non-mandatory pension plan applies to the interest rate.

55.4. The Foundation’s actuarial parameters are used to calculate the maximum permitted purrchase sum for early retirement (potential purchases). The sum in question is calculated as follows:

The nominal pension reduction that is expected to be made in case of early retirement is capitalized with the super-compulsory or enveloping conversion rate applicable at present at the reference age to obtain a theoretical value. The theoretical value is discounted by the projected interest rate used to determine the forecast retirement benefit at the time when the purchase is made. If the insured person has already made purchases for early retirement, these will be deducted with compound interest from the discounted theoretical value.

55.5. Purchases for early retirement can also be financed by the employer.

55.6. The insured person is advised to clarify tax deductibility with the competent authority. The Foundation accepts no liability in this regard. If restrictive regulations are issued by tax authorities, the Foundation may limit or suspend the purchase amounts.

V. GENERAL REGULATIONS FOR THE FOUNDATION AND PENSION SCHEMES

56. Individual annual accounts for each pension scheme/annual result of the Foundation

56.1. The Foundation maintains separate annual accounts and a separate funding ratio for each pension scheme and each joint pool of multiple pension schemes.

56.2. In accordance with Art. 65a BVG, the Foundation divides the income statement into different sections. The total annual result is made up of investments (the Foundation's investment funds), administrative costs and risk insurance, with the latter being subdivided into the pension pool, S model retirement pool and risk pool (the death, incapacity for work and disability of active insured persons). The benefit schemes finance the interest payments on their retirement assets themselves; that is why this interest expenditure is not included in the Foundation's overall result.

56.3. The Foundation's total annual result is distributed between the individual pension schemes, and their existing pension assets are broken down according to the various different liabilities, in accordance with Appendix 1 to these Regulations, the Affiliation Contract Conditions (ACC), the Investment Regulations and statutory provisions.

57. Actuarial provisions

57.1. The Board of Trustees regulates the formation of the actuarial reserves after consultation with the occupational benefits expert. The principles are listed in Appendix 1 to these Regulations.

58. Value fluctuation reserve

58.1. The value fluctuation reserve and the determination of its target value are governed by the Investment Regulations.

59. Non-committed funds

59.1. If the target value for the fluctuation reserve is exceeded, the excess is credited to the pension scheme's non-committed funds. These can be used for general benefit improvements and contribution reductions. The Pension Fund Commission decides how they are to be used.

60. Employer contribution reserve (ECR)

60.1. The ECR consists of pension fund assets formed by the Company and reported separately. It may be used to finance employer contributions. The amount of the annual allocations is based on federal and cantonal tax law. As a rule, the maximum amount of the ECR is limited to five times the current annual employers' contribution.

60.2 The ECR may also be used to finance deposits for insurees. However, it is a prerequisite that the pension fund is neither actually nor presumably underfunded at that time and that there are no outstanding payments by the employer.

60.3 In the event of a shortfall, the Company may set up a separately disclosed ECR with a moratorium on use. In that case this ECR will be imputed to the available pension assets for calculation of the funding ratio. The formation and appropriation are governed by the statutory provisions.

60.4 Full or partial repayment of the ECR to the company is prohibited by law. In the event of liquidation of the company because of bankruptcy, cessation of business or similar an unused ECR will be assigned to the non-allocated assets or freely disposable resources of the pension scheme.

61. Pension statements

61.1. The Foundation draws up a pension statement for each actively insured person and each disability pension recipient at the beginning of each year and in the event of any change. The pension statements are sent to the insured persons personally at their private address. If this is not known, the Foundation may send it to the employer in a sealed envelope for forwarding.

62. Obligation to disclose and notify

62.1. Each insured person and his/her survivors must provide the Foundation with truthful and complete information on all facts relevant to the pension scheme. Upon joining the pension scheme or in the case of large salary increases or a claim for benefits, the Foundation is authorised to obtain an expert medical opinion on the state of health of an insured person.

62.2. If the active insured person has several pension relationships and if the sum of his/her wages and income subject to AHV contributions exceeds 30 times the maximum AHV retirement pension, he/she must inform the Foundation about all of his/her pension relationships and the wages and income insured therein.

62.3. At the request of the Foundation, recipients of pension benefits must provide evidence of their continued entitlement. In the event of incapacity for work, the Foundation may demand a certificate from a doctor of its choice at the Foundation's expense.

62.4. The person entitled to benefits is obliged to report a change of address, in particular a move abroad, without delay. The entitled person shall be liable for any costs incurred by the Foundation as a result of failure to comply with this obligation, in particular for withholding taxes that were not deducted due to non-registration.

62.5. Recipients of a divorce pension shall inform the Foundation of the change in their pension or vested benefits institution by 15 November of the year in question at the latest.

62.6. The Company and the insured person are obliged to notify the Foundation immediately of any changes in marital status as well as of any pledges within the framework of the provisions on the acquisition of residential property with occupational benefit funds (promotion of home ownership). The Company must also provide, unprompted, all information important for the management of the pension relationship, in particular salary, degree of employment, date of departure, date of retirement, incapacity for work, as well as any changes in these parameters. The Company is obliged to provide all information requested by the Foundation. It shall be liable for the consequences of late notifications, in particular late entry notifications. The Foundation requests all salary and personnel data at least once a year. The Foundation may request further information. The previous reported salary remains valid until the Foundation has a new salary report.

62.7. In the event of an actively insured person's incapacity for work, the Company must report the incapacity for work to the Foundation unprompted no later than one month after the onset of the incapacity for work. If the Company fails to report the incapacity for work, it shall be liable for any loss, in particular if the Foundation's reinsurance pays lower benefits as a result. In particular, the Company shall bear costs for the benefits of the Foundation (pensions and/or exemptions from contributions) for the period between the start of the obligation to pay benefits and the notification of the incapacity for work, provided that the financial year concerned has already been completed at the time of notification. The Company pays the corresponding amounts directly to the insured person.

62.8. Recipients of disability or death benefits must provide information on any creditable income. Creditable income includes, in particular, benefits from domestic and foreign social insurance schemes, benefits from other pension schemes, other earned income, etc.

62.9. The entitlement to pension benefits lapses if an obligation has been breached where fulfilment of this obligation is decisive for determination of the entitlement or its amount. Likewise, the entitlement shall lapse if, despite written requests with reference to the consequences of default, the information, documents and medical certificates requested by the Foundation are not obtained, if an insured person does not undergo an examination requested by the Foundation, or if a doctor the Foundation wishes to consult is not released from the duty of medical confidentiality. The person eligible for benefits shall not incur any disadvantage from the breach of an obligation if the breach is the result of an impediment for which he/she is not responsible and the obligation is fulfilled immediately after the impediment has ceased to exist.

62.10. The Foundation reserves the right to discontinue benefits or to reclaim benefits drawn incorrectly if an insured person or his/her survivors have not complied with the obligation to provide information.

63. Gaps in the Regulations

63.1. The Board of Trustees shall decide mutatis mutandis on the application and interpretation of the Regulations and on cases for which the Regulations do not contain any provisions, taking into account the statutory provisions.

64. Disputes

64.1. In the event of disputes concerning the application and interpretation of these Regulations or concerning matters not expressly defined by these Regulations, an amicable settlement between the parties shall be sought wherever possible.

64.2. If no amicable settlement can be found, the matter shall be referred to the competent court pursuant to Art. 73 BVG.

64.3. The place of jurisdiction is the Swiss domicile or residence of the defendant or the location of the Company where the insured person was employed. In the absence of either of these, the office of the Foundation shall be the place of jurisdiction.

65. Exit of a company

65.1. If a company leaves the Foundation, the existing pension assets of its pension scheme shall be transferred to another pension fund in accordance with the statutory provisions.

65.2. For the period until the transfer, the retirement assets shall bear interest at the BVG minimum interest rate. The BVG minimum interest rate is used as the default interest rate. The other retirement assets and subsidiary accounts (non-committed funds, fluctuation reserve, etc.) do not bear interest. The Foundation may make a payment on account.

65.3. The transfer shall not take place until the Company has fulfilled all its obligations towards the Foundation. The Foundation has the right to assign any outstanding amounts to a subsequent pension fund.

65.4. A company may only leave the Foundation if it is ensured that the existing entitlements are taken over by another pension fund and this fund confirms the takeover in writing in accordance with the above principles.

65.5. In the event of collective exit, the Board of Trustees shall decide on the way in which the Foundation funds are to be transferred to the new pension provider (e.g. bank balances, securities, real estate, etc.).

66. Pension pool

66.1. During a financial year, the Foundation manages the pension capital allocable to all pension recipients of the pension schemes (including passive retirement accounts of disabled persons) in a separate pension pool for accounting purposes. This collective risk equalisation improves the capacity to bear actuarial risks such as longevity and fluctuations in the risk patterns (law of large numbers) for the individual pension schemes.

66.2. The detailed provisions governing the accounting and systems, as well as the appropriation of the pension pool's annual result, are set out in Appendix 1 to these Regulations.

67. Termination of the affiliation contract

67.1. If a pension scheme exits, the following liabilities are transferred along with it:

- Retirement assets
- Pension recipients' pension capital for ongoing and pending benefits
- All employer contribution reserves
- Value fluctuation reserve
- Non-committed funds or deficits (shortfalls)
- Contribution account
- Technical provisions managed at pension fund level

67.2. In the event of a deficit in the pension fund at the time of exit, the corresponding proportionately reduced amounts will be transferred collectively. Art. 44 BVV2 is decisive for the determination of a shortfall.

67.3. The transfer and retention of pension recipients in the event of termination of the Company's affiliation contract are governed by the general Affiliation Contract Conditions (ACC).

68. Partial liquidation of the Foundation

68.1. The partial liquidation of the Foundation is governed by the Partial Liquidation Regulations (see Appendix 3).

69. Partial or total liquidation of a pension fund

69.1. The partial or total liquidation of a pension fund is governed by the Partial Liquidation Regulations (see Appendix 3).

70. General provisions on the partial and total liquidation of the Foundation or a pension fund

70.1. These provisions are governed by the Partial Liquidation Regulations (see Appendix 3).

71. Financial balance / Shortfall / Restructuring measures

71.1. The financial situation of the Foundation shall be reviewed periodically in accordance with actuarial principles. The Foundation's funding ratio is determined annually in accordance with Art. 44 BVV2.

71.2. The Foundation determines the funding ratio for each pension scheme as at the balance sheet date, and records it in an individual set of annual financial statements that it sends to the Company for the attention of its Pension Fund Commission.

71.3. In the event of a shortfall in cover pursuant to Art. 44 BVV2 of an individual pension fund, the following procedure is specified:

- In the event of a minor shortfall in cover, the Pension Fund Commission must decide whether restructuring measures should be taken. A minor shortfall is deemed to exist if the pension fund is likely to be able to correct it within five years without taking restructuring measures in accordance with Art. 65d (3) BVG. As a rule, this is still the case if the funding ratio is at least 95%.
- In the event of a significant shortfall, the Pension Fund Commission must take appropriate restructuring measures. The management of Group companies decides on the appropriate steps after consultation with the Pension Fund Commission. A major shortfall is deemed to exist if the pension fund is not likely to be able to correct it within five years without taking restructuring measures in accordance with Art. 65d (3) BVG. As a rule, this is the case if the funding ratio is less than 95%.
- The Board of Trustees may generally take measures in the event of a funding ratio of less than 100%, provided that the level of the shortfall and the structure of the pension fund necessitate this based on the assessment of the occupational benefits expert, and the Pension Fund Commission does not take sufficient measures.

71.4. The following restructuring measures are possible individually or in combination, whereby the principles of proportionality, appropriateness, balance and suitability must be observed:

1. Reduction of the interest rate for the interest on the non-mandatory or total retirement assets. In the event of zero or lower interest for all retirement assets, the crediting principle is applied. If the funding ratio of a pension fund is less than 95%, the interest rate may be reduced by a resolution of the Pension Fund Commission for the current year, also retroactively. Exits or retirements that took place before the resolution are not taken into account in this retroactive reduction. The date of dispatch of the exit statement or the pension notice is decisive for this.
2. Collection of restructuring contributions from actively insured persons and employers in the amount of 0.25 to 5.00% each of the relevant or insured annual salary. Employer contributions must be at least equal to the sum of employee contributions.
3. Collection of restructuring contributions from pension recipients. This contribution is collected by offsetting it against current pensions. The contribution may only be levied on the portion of the current pensions that has accrued in the last 10 years before the introduction of this measure due to increases not prescribed by law or by the Regulations.
4. Payment of a voluntary one-off amount by the Company.
5. Formation of an employer contribution reserve with a moratorium on use.
6. Restriction or refusal of an advance withdrawal for residential property, provided the advance withdrawal only serves to repay mortgage loans.
7. Issuance of an irrevocable and non-transferable bank guarantee in the name of the Foundation by the Company.

71.5. If the measures taken prove to be insufficient, the Board of Trustees may decide to go below the BVG minimum interest rate for the duration of the shortfall, but for a maximum of 5 years. The shortfall shall not exceed 0.5 percentage points.

71.6. If a pension fund experiences a shortfall, the Foundation must inform the Pension Fund Commission and the supervisory authority. The Pension Fund Commission must inform the Company and the insured persons about the shortfall in cover and the measures taken.

VI. ORGANISATION

72. Representative of the Foundation

72.1. The representative of the foundation shall attend the meetings of the Board of Trustees in an advisory capacity but without voting rights. The representative of the Foundation shall support the Board of Trustees in particular in the performance of its duties and in safeguarding the purpose of the Foundation in accordance with the deed.

72.2. The representative of the foundation has a "right of hearing". If the Board of Trustees decides that the representative of the Foundation shall not participate in an individual agenda item or in an entire meeting, the representative of the Foundation shall be heard, without a resolution to the contrary, within the framework of a written statement.

73. Board of Trustees

73.1. The Board of Trustees is the supreme body of the Foundation. The Board of Trustees is responsible for the overall management of the Foundation, ensures the fulfilment of the statutory tasks and defined the strategic goals and principles of the Foundation as well as the means for their fulfilment. It determines the organisation of the Foundation, ensures its financial stability and supervises the management of Group companies. As a rule, the Board of Trustees makes the investments jointly for all pension funds. Exceptions are regulated in a separate agreement between the Foundation and the Pension Fund Commission.

73.2. The Board of Trustees shall perform the following non-transferable and inalienable duties:

a) determining the funding system;
b) determining performance targets and pension plans as well as the principles for the use of free assets
c) issuing and amending regulations;
d) preparing and approving the annual accounts;
e) determining the technical interest rate and the other technical principles;
f) determining the organisation of the Foundation;
g) structuring the accounting system;
h) ensuring the provision of information to insured persons;
i) ensuring the initial and further training of the employees' and employers' representatives;
j) appointing and dismissing the persons entrusted with the management of Group companies;
k) selecting and dismissing the expert for occupational benefits and the auditors;
l) deciding on the full or partial reinsurance of the Foundation and on the reinsurer, if any;
m) determining the objectives and principles of asset management as well as the implementation and monitoring of the investment process;
n) periodic review of the medium and long-term conformity between the investment of the assets and the obligations of the Foundation.

The details of the obligations concerning the investment of assets are regulated in the Investment Regulations. The Board of Trustees may assign the preparation and execution of its resolutions or the supervision of transactions to committees or individual members. It shall ensure appropriate reporting to its members.

73.3. If a Pension Fund Commission does not fulfil its duties, the Board of Trustees shall take over these duties against compensation for the work involved. The Board of Trustees may also delegate the tasks to the administrative office.

73.4. The Board of Trustees consists of 6 members, 3 of whom are designated by the employers and 3 of whom are elected by and from among the employees themselves. External persons entrusted with the management or asset management or beneficial owners of companies entrusted with these tasks may not be represented on the Board of Trustees.

73.5. The Board of Trustees regulates all matters of the Foundation insofar as they are not reserved for the Pension Fund Commission or delegated by the Board of Trustees. In particular, it issues the general part of the Pension Fund and Organisational Regulations including appendices (excluding the pension plan).

73.6. The Board of Trustees issues supplementary provisions in the event of partial liquidation or the termination of affiliation contracts and also in the area of investments (Investment Regulations). Furthermore, the Board of Trustees ensures compliance with the law and the directives of the supervisory authority complied. The Board of Trustees shall designate a representative of the Foundation to attend the meetings of the Board of Trustees.

73.7. The Foundation ensures the training of the members of the Board of Trustees in such a way that they are able to perform their management duties and shall bear the costs thereof.

73.8. The Board of Trustees decides on appropriate compensation for its members for attending meetings and training courses.

73.9. The term of office of the members of the Board of Trustees is 5 years. Re-election is possible. The Board of Trustees is self-constituting. One year the employers' representatives appoint the president, the next year the employees' representatives, and so on.

73.10. The Board of Trustees represents the Foundation externally and shall designate those persons who are legally authorised to sign on behalf of the Foundation, as well as the type of signing.

73.11. The Board of Trustees meets as often as the business of the Foundation requires, but at least twice a year. The meeting shall be convened either at the request of the President, the Managing Director or the Foundation, or at the behest of half of the members of the Board of Trustees.

73.12. The Board of Trustees constitutes a quorum if more than half of the members attend the meeting. The meeting may also be held through electronic communication channels that allow real-time communication. Representation by other members is not permitted. In voting, the relative majority shall apply. In the event of a tie, a motion shall be deemed rejected. Written or electronic circular resolutions are also possible and must be recorded in the minutes of the following meeting.

74. Elections for the Board of Trustees

Eligibility to vote (passive voting right)

74.1. Persons insured by the pension schemes who have expertise with regard to occupational pensions and the necessary free time are eligible for election. External parties who meet these criteria can also be elected as employee or employer representatives. In the case of employee representatives, care shall be taken to ensure adequate representation of all categories. No more than one person per company or group of companies may be represented on the Board of Trustees.

74.2. Nominations for election may be submitted by the Pension Fund Commissions and the Board of Trustees with equal representation. Nominations shall be submitted to the Board of Trustees in writing with a curriculum vitae of the candidate. The Board of Trustees with equal representation may make recommendations for candidates.

Eligibility to vote (active voting right)

74.3. The employee representatives of the Pension Fund Commissions elect the employee representatives on the Board of Trustees, while the employer representatives of the Pension Fund Commissions elect the employer representatives on the Board of Trustees. Each Pension Fund Commission has one vote.

Voting procedures

74.4. The Board of Trustees with equal representation proposes the new Board of Trustees to the Pension Fund Commissions. The voters may reject the nomination proposal or individual candidates within a period of 30 days and submit their own proposals. The nominations must be signed by at least 30 actively insured persons or by two thirds of the actively insured persons of a pension scheme. If less than 15% of those entitled to vote have rejected the nomination proposal or if no other nomination proposals have been submitted, the Board of Trustees shall be deemed to have been elected by tacit vote.

If more than 15% of those entitled to vote have rejected the proposal for election or if other proposals for election have been submitted, elections shall be held by written ballot.

74.5. The candidates with the most votes are elected. If there are as many nominations as there are seats, there shall be a tacit vote.

74.6. In the event of a tie, the Managing Director shall have the casting vote.

75. Pension Fund Commission with equal representation

Composition

75.1. The Pension Fund Commission with equal representation for each pension fund is composed as follows:

- of employer representatives appointed by the Company and
- of an equal number of employee representatives elected from among the actively insured persons, taking into account the categories of employees.

75.2. The benefit schemes of companies that have joined together in a pool under the affiliation contract and are legally affiliated to each other via a holding company or group structure or through direct participstions may set up a joint Pension Fund Commission in agreement with their staff.

75.3. Each Pension Fund Commission is self-constituting. The first term of office for all members lasts 4 years. Re-election is possible. If no new elections are held after the expiry of a term of office, its duration shall be tacitly extended by one year at a time for the elected members. The Pension Fund Commission also elects a President from among its members by a relative majority of the votes of all members.

75.4. Termination of the employment relationship shall result in withdrawal from the Pension Fund Commission. A replacement shall be appointed or elected for the remainder of the term of office.

75.5. The Foundation must be informed immediately of any changes in the Pension Fund Commissions.

Election of the employee representatives

75.6. All employees participating in the pension fund are eligible and entitled to vote.

75.7. The election shall be by a relative majority of the votes cast. The candidates who receive the most votes in the first ballot are elected. The same procedure applies to by-elections. If there are as many nominations as there are seats and no further candidates come forward within a period set by the Pension Fund Commission (between 10 and 30 days), the nominated candidates shall be deemed to have been elected by tacit vote.

75.8. The Foundation shall be notified of the election in writing by means of an election protocol.

Meetings, resolutions

75.9. Each Pension Fund Commission shall meet as often as the business of the pension fund requires, but at least once a year. The meeting shall be convened either at the request of the President or at the behest of half of the members of the Pension Fund Commission. The meeting may also be held through electronic communication channels that allow real-time communication.

75.10. The meeting is chaired by the President. Resolutions shall be passed by a relative majority of the votes of all members. In the event of a tie, a motion shall be deemed rejected.

75.11. Resolutions may also be passed in writing or by electronic circular. A circular resolution is passed if all members of the Pension Fund Commission agree.

75.12. Minutes shall be kept of the resolutions and shall be signed by one employer representative and one employee representative. These minutes shall be submitted to the Foundation if the Foundation has to take action as a result of resolutions.

75.13. If the Foundation ascertains an unlawful act, it shall notify the Pension Fund Commission immediately and, if necessary, refer the matter to the courts or take legal action itself. The Board of Trustees may not annul a decision of the Pension Fund Commission (apart from decisions on any reorganisation measures), but may only suspend it until the conclusion of any supervisory or legal proceedings.

Tasks, rights and duties

75.14. Each Pension Fund Commission is the equal representation body appointed for the pension fund in question.

75.15. The Pension Fund Commission mandates the Board of Trustees to carry out those tasks and competences that are assigned to the Board of Trustees in accordance with the Organisational Regulations.

75.16. The Pension Fund Commission shall perform the following tasks:

- It approves Pension Fund and Organisational Regulations provided by the Foundation with regard to the selected pension plan.
- It informs the beneficiaries about the organisation, the activities and the asset situation of the pension fund as well as about any shortfalls, partial liquidations and the total liquidation of the pension fund.
- It shall ensure that the Company submits the documents and notifications provided for in the affiliation contract.
- It ensures that the contributions are transferred when due.
- It assists in the clarification of unclear benefit claims and, if necessary, in the decision on the payment of benefits.
- It decides on the use of the pension fund's free assets in accordance with the purpose of the Foundation.
- It decides on the determination of any restructuring measures.
- It reports any suspected partial or total liquidation of the pension fund.
- It participates in the liquidation process in the event of partial or total liquidation of the pension fund.
- Together with the Company, it is responsible for concluding and terminating the affiliation contract.

75.17. Communications from the Pension Fund Commission to the Board of Trustees shall be legally valid if they are received in writing at the Foundation's registered office.

76. Investment Commission

76.1. The members of the Investment Commission and its President are appointed by the Board of Trustees. The Investment Commission consists of at least 2 members.

76.2. The term of office of the members is one year. They shall be eligible for re-election at the end of their term of office.

76.3. The tasks and competences of the Investment Commission are governed by the Investment Regulations.

77. The management of Group companies/internal control system (ICS)/Managing Director

77.1. The Board of Trustees shall appoint a Managing Director. This may be a natural person or a legal entity.

77.2. Persons executing the management of the Foundation must demonstrate thorough practical and theoretical knowledge in the field of occupational pensions.

77.3. The Managing Director is the Board of Trustees’ executive body, and is responsible for the following tasks:

- Setting the agenda, convening and taking minutes of the meetings of the Board of Trustees
- Participating in and providing specialist support at meetings of the Board of Trustees
- Overseeing technical administration, keeping financial accounts and preparing the annual report
- Preparing and executing the resolutions of the Board of Trustees
- Contact with the authorities
- Contact with brokers
- The tasks relating to the investment of assets are governed by the Investment Regulations.

77.4. **Internal control system (ICS)**

The management of Group companies shall ensure that the Foundation has an adequate control system that is documented in writing. The control system regulates the competences as well as the administrative procedures and is reviewed annually by the auditors.

Among other things, the internal control system provides information about or ensures that

- the completion of financial management tasks is controlled and monitored at the level of the pension fund, risk-bearing solidarity associations, pension funds and third parties that perform essential services for the pension fund;
- all decision-makers are adequately informed about the risks associated with their decisions and the resulting potential consequences;

- conflicts of interest are identified and disclosed for all decision-makers. Measures must also be taken to prevent these;
- legal transactions with related parties are identified, disclosed and conducted at arm’s length;
- pension plans can only be applied if confirmation has been received from the expert for occupational pension plans;
- there is a regulatory basis for each investment strategy.

78. Auditors

78.1. The Board of Trustees commissions an auditor operating within the framework of the ordinance on the BVG to conduct an annual audit of the management, the accounting system and the investment of assets. The auditor reports to the Board of Trustees in writing on the results of its audit. The auditors examine whether:

a) the annual accounts and the retirement accounts comply with the statutory requirements;
b) the organisation, the management and the investment of assets comply with the statutory requirements and the provisions under the Regulations;
c) the precautions to ensure loyalty in asset management have been taken and compliance with the duties of loyalty is adequately monitored by the Board of Trustees;
d) the non-committed funds or the investment from surplus contracts have been used in accordance with the statutory requirements and the provisions under the Regulations;
e) in the event of a shortfall in cover, the Foundation has initiated the necessary measures to restore full cover;
f) the information and notifications to the supervisory authority required by law have been made;
g) the provisions pursuant to Art. 51c BVG concerning legal transactions with related parties have been complied with.

78.2. The auditor's report is sent by the Board of Trustees to the supervisory authority and the occupational benefits expert and is made available to the insured persons.

79. Expert for occupational pension plans

79.1. The Board of Trustees shall have the Foundation periodically audited by a recognised occupational benefits expert. The expert periodically checks whether:

a) the Foundation provides assurance that it can meet its obligations;
b) the actuarial provisions under the Regulations on benefits and financing comply with the statutory requirements.

79.2. The occupational benefits expert submits recommendations to the Board of Trustees in particular on:

a) the amount of the technical interest rate and the other technical principles;
b) the measures to be taken in the event of a shortfall in cover.

79.3. The reports of the occupational benefits expert are submitted to the supervisory authority.

80. Independence of auditors and occupational benefits expert

80.1. The auditor and the occupational benefits expert must fulfil the legally prescribed qualification requirements. Both control bodies must be independent and their audit opinion and recommendations must be formed objectively. Independence must not be compromised, either in fact or in appearance. In particular, incompatible with independence is:

a) membership of the Board of Trustees or the management of Group companies, another decision-making function in the Foundation or an employment relationship with the Foundation;
b) a direct or indirect investment in the foundation company or the management of the Foundation;
c) a close relationship of the lead auditor to a member of the Board of Trustees or the management of Group companies or to another person with a decision-making function;
d) involvement in the management of the business; for the auditors, also involvement in the keeping of the accounts and in the provision of other services which give rise to the risk of having to review their own work as auditors;
e) the acceptance of a contract leading to commercial dependence;
f) the conclusion of a contract on non-market terms or a contract that gives rise to an interest of the auditor or the expert in the audit result;

g) being bound by instructions vis-à-vis the employer, whereby companies legally affiliated with the foundation company shall also be deemed to be employers in this context.

81. Broker/guardian

81.1. Each pension scheme is advised and supported by a guardian. The guardian is always either the Managing Director of the Foundation or an external broker who is engaged by the affiliated company by means of a brokerage mandate. If the tasks listed below are not carried out by a broker, they shall automatically fall to the Managing Director.

Duties and compensation of the broker

81.2. If the affiliated company engages a broker to manage and process occupational pensions (broker mandate), the broker will receive compensation from the Foundation for this service, which is usually referred to as a brokerage fee. This is based on a brokerage agreement between the Foundation and the broker. Pursuant to Art. 48k BVV2, the latter is obliged to disclose the nature and type of compensation agreed to the affiliated company.

81.3. The broker is not authorised to accept payments from the affiliated company for the Foundation's contribution invoices.

81.4. The broker guarantees that he/she, his/her staff and the third parties he/she engages will comply with the applicable statutory data protection provisions and the confidentiality obligations under the BVG. Unless otherwise agreed in a particular case, the broker's duties include:

- Provision of the information required for underwriting (pension plan, NOGA code, claims trend etc.)
- Designing pension plans for client-specific needs
- Coordinating with UVG and daily allowance insurance providers
- Answering general enquiries from the affiliated company and its insured persons
- Implementing personnel information (together with the Foundation if necessary)
- Advising insured persons in connection with insured events (lump sum or pension, advance withdrawals for the promotion of home ownership)
- Obtaining the documents required to process insured events
- Assistance with medical underwriting by the Foundation or its reinsurer
- Assisting with voluntary distribution plans or the processing of (partial) liquidations
- Providing advice on restructuring measures as a result of the underfunding of the pension scheme

The Foundation, for its part, is obliged to deliver the required documents to the broker in a timely manner.

Settlement of broker compensation / Billing period

81.5. The Foundation pays the agreed broker compensation for each ongoing affiliation contract with a valid broker mandate every six months, in arrears, no later than three months after the billing period. The six-month billing periods are January to June and July to December. The broker must notify the Foundation immediately of the termination of a broker mandate.

81.6. The compensation will be determined as a percentage of the contributions under the Regulations (or individual contribution types). The calculation is base on the actual contributions paid by the pension scheme. The Foundation draws up a statement of account for each eligible broker, containing the details for each affiliation contract they support.

Changing broker

81.7. If the broker for an existing affiliation contract changes, the broker who is responsible on the last day of the billing period has a sole entitlement to compensation for the entire half-yearly billing period. However, this entitlement shall not apply during the fixed term of an existing affiliation contract if the Foundation has already paid a one-off lump sum to a previous broker for brokering said affiliation contract.

82. Care Management

82.1. The Foundation maintains an active care management system to support insured persons who are incapable of working or unable to work to reintegrate into working life. The activities of care management consist of:

- Onboarding, coaching and supporting insured persons
- Negotiating with third parties such as employers, daily benefits insurers and health insurers
- Developing reintegration plans

- Mediating with specialists in the medical field
- Gathering additional diagnoses and confidential medical reports
- Initiating medical examinations
- Assisting with applications to authorities such as RAV or IV

82.2. Cooperation with care management is purely voluntary for insured persons. Care management only accepts assignments from insured persons. Care management rejects assignments from third parties such as (non-exhaustive) employers, reinsurance or management.

83. Duty of confidentiality

83.1. The members of the Board of Trustees, the Pension Fund Commission, the administration, the support staff and the other commissioned persons are obliged to maintain the strictest confidentiality with regard to the personal and financial circumstances of the insured persons or pension recipients and their relatives as well as of the Company that come to their knowledge in this capacity, both externally and vis-à-vis their employees. Violations of this duty of confidentiality pursuant to Art. 86 BVG is punishable under Art. 76 BVG and the Data Protection Act.

83.2. The duty of confidentiality of the above-mentioned persons remains in force even after their membership of the Board of Trustees or the Pension Fund Commission, or their administrative duties, have ended.

84. Provision of information and data protection

84.1. The Foundation shall inform the insured persons annually in an appropriate manner about:

- the benefit entitlements, the insured salary, the contribution rate and the retirement assets;
- the organisation and the financing;
- the members of the Pension Fund Commission and the Board of Trustees.

The Foundation delegates these tasks to the respective support person in charge.

84.2. The Foundation shall provide the insured person with the annual report and the annual financial statements upon request. At the request of an insured person, the support person shall provide information on the investment income, the actuarial risk trend, the administrative costs, the actuarial reserve calculation, the formation of reserves and the funding ratio.

84.3. Upon request, the Foundation shall inform the Pension Fund Commission of any outstanding contributions owed by the Company. If a Company's contributions have not been transferred within 3 months of the agreed due date, the Foundation shall notify the Pension Fund Commission of any amounts outstanding.

84.4. In accordance with Art. 85A BVG in particular, the Foundation may process personal data, including particularly sensitive personal data, or have such data processed in order to fulfil its duties in accordance with these Regulations. The insured person acknowledges that the data generated as a result of the implementation of the pension plan will be passed on to the following bodies, insofar as they require the data to fulfil their duties:

- Auditors
- The occupational pensions expert
- Responsible actuaries who work within the framework of the accounting regulations of the affiliated company
- Reinsurers
- Brokers

The Foundation may also engage third parties to fulfil its duties in accordance with these Regulations, and disclose to them the personal data required for this purpose, including particularly sensitive personal data.

84.5. The provision of information relating to the personal details of insured persons is governed by statutory provisions, including but not limited to Art. 86A BVG and the Data Protection Act.

84.6. In individual cases, insured persons' personal data may be disclosed to social welfare authorities, civil courts and criminal courts, debt collection offices and tax authorities upon written and justified request, insofar as these offices require the data for the processing of their duties.

84.7. Furthermore, insured persons' personal data may be disclosed to the bodies entrusted with implementation, control and supervision insofar as this is necessary for the fulfilment of their duties. These bodies are bound by the duty of confidentiality.

84.8. Insured persons' personal data shall also be disclosed to the bodies of other social insurance schemes or bodies of federal statistics if a duty to disclose arises from a federal law, as well as to criminal investigation authorities if this is required for the purpose of reporting or preventing a crime.

84.9. Tax authorities shall be provided with the data required for the collection or refunding of taxes.

84.10. The Foundation regulates the details of data protection in a separate data privacy statement, the most recent version of which can be viewed on the Foundation's website.

VII. AMENDMENT / ENTRY INTO FORCE

85. Amendment of the Regulations/transitional provisions

85.1. These Pension Fund and Organisational Regulations may be amended at any time by the Board of Trustees while safeguarding the vested rights of the beneficiaries. Amendments to the pension plan require the approval of the Pension Fund Commission, unless such amendments have been prescribed by law.

85.2. The Board of Trustees may also amend the Regulations without the consent of the Pension Fund Commission within the scope of the duties and competences incumbent upon it. This applies in particular to legal amendments, regulations concerning investments (interest rates), actuarial principles and insurance contract benefits (e.g. tariffs). The vested rights of the beneficiaries shall be preserved.

85.3. Entitlements to benefits on retirement and in the event of death shall be governed by the Pension Fund and Organisational Regulations in force at the time the insured event occurs.

85.4. Entitlements to benefits in the event of incapacity for work are governed by the Pension Fund and Organisational Regulations in force at the start of the incapacity for work, the cause of which led to the entitlement to benefits. For the normal retirement age, accrued benefits and actuarial parameters (e.g. conversion rate, minimum interest rate, etc.), the Pension Fund and Organisational Regulations valid at the time of the occurrence of the new insured event of death or retirement shall apply for ongoing benefit cases.

Increase in the normal retirement age for women (AHV21 reform)

85.5. AHV bridging pensions under the Regulations for women born in 1965 or earlier that already came into effect before 1 January 2024 will be paid as planned until the age of 64. Current disability pensions including contribution waivers for women affected by the adjustment of the normal retirement age will be extended until statutory normal retirement age is reached.

85.6. Amendments to these Regulations shall be submitted to the competent supervisory authority for review.

86. Entry into force

86.1. These Regulations shall enter into force on 1 January 2026 and replace all previous versions.

Approved by the Board of Trustees on 20 November 2025.

In the event of any ambiguities or contradictions between the German and English versions of this regulation, the German version shall always prevail and be legally binding.