Agilis 1e
Collective Foundation

Framework Regulations

Valid as of January 1, 2023

Where versions of these regulations exist in different languages, should they give rise to discrepancies, the German version takes precedence.

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Abbreviations

OASIA	Federal Act of 20 December 1946 on Old-Age and Survivors Insurance
OPA	Federal Act of 25 June 1982 on Occupational Old Age, Survivors' and Invalidity Pension Provision
OPO 2	Ordinance of 18 April 1984 on Occupational Old Age, Survivors' and Invalidity Pension Provision
VBA	Federal Act of 17 December 1993 on the Vesting of Occupational Old Age, Survivors' and Invalidity Benefits
IPLA	Federal Act of 18 December 1987 on International Private Law
AER	Account for early retirement
CO	Federal Act of 30 March 1911 on the Amendment of the Swiss Civil Code
SSPA	Federal Act of 18 June 2004 on the Registered Partnership between Persons of the Same Sex
PHOO	Ordinance of 3 October 1994 on the Promotion of Home Ownership using Occupational Pension Benefits
CC	Swiss Civil Code of 10 December 1907
CPO	Swiss Civil Procedure Code of 19 December 2008

Names

Company / Employer	Company affiliated with the Foundation
Board of Trustees	Body of the Foundation
Insured persons	All persons incorporated in the Foundation
Pension Planning Commission	Joint body of the pension scheme
Pension plan	Provisions concerning benefits and financing stipulated for each pension scheme and collective
Pension scheme	Pension unit for each joining agreement
Eligible annual salary	Expected annual salary subject to OASI contributions
Insured salary	The eligible annual salary reduced by the coordination deduction
Retirement assets	Pension assets of the insured person consisting of the retirement account and the "account for early retirement"
Vested benefits	Amount transferred to the next pension fund or to a vested benefits institution in the event of a withdrawal from the Foundation before the occurrence of a pension claim of an insured person
Spouse	The married partner and the partner as per the Federal Same-Sex Partnership Act (PartG)

I General provisions

Art. 1 Purpose

1 The Agilis 1e Collective Foundation (hereinafter the “Foundation”) is a foundation as per Art. 80 et seq. CC, especially Art. 89a, Para. 6 CC and Art. 331 CO. Within the scope of these regulations, it insures the employees of the affiliated companies, self-employed members of a trade association that select the Foundation as the occupational pension fund, and self-employed persons along with their personnel against the economic consequences of loss of income in the event of advanced age, disability, and death.

2 The Foundation concludes a cooperation and framework agreement with trade associations that select the Foundation as their occupational pension fund. Self-employed members of a trade association conclude their own joining agreement with the Foundation.

3 The Foundation manages one or several separate pension schemes with at least one pension plan for each company or trade association affiliated with it.

4 The Foundation is entered in the commercial register and is subject to the Pensions and Trusts Supervisory Authority for Eastern Switzerland (Zentralschweizer OPA- und Stiftungsaufsicht, ZBSA). It is not entered in the register for occupational retirement provision.

5 As per Art. 1e OPO 2, the Foundation insures only salary components above 1.5 times the upper limit amount as per Art. 8 Para. 1 OPA.

6 The risks of death and disability before ordinary retirement age are reinsured by means of a collective insurance agreement.

Art. 2 Content of the regulations

1 These regulations address the organization and management of the Foundation, the rights and obligations of the employees with respect to the Foundation, as well as the relationships between the employees, the affiliated companies, the pension schemes, and the Foundation.

2 These regulations and the pension plan of the pension scheme organize the benefits, financing, and execution of pension planning.

Art. 3 Retirement age

1 The normal retirement age is the OASI retirement age. The normal retirement age can be defined differently in the pension plan.

Art. 4 Group of insured persons

1 Affiliated companies report their employees to the Foundation as soon as the acceptance conditions have been fulfilled as per the pension plan. If no registration takes place, the employee shall have no insurance protection.

2 The Foundation is obligated to provide benefits according to the prerequisites defined in these regulations should the pension claim of old age, disability, or death eventuate.

Art. 5 Beginning and dissolution of the insurance

1 The employer shall join the Foundation upon the countersigning of the joining agreement by the Foundation – at the point in time determined therein at the earliest.

2 The acceptance of an insured person in the pension scheme shall take place at the time when the regulatory and health requirements are fulfilled.

3 The insurance shall terminate upon withdrawal if no claim to old age, death, or disability benefits exists or begins. Art. 26a OPA remains reserved. Generally, the provisions regarding withdrawals from the Foundation (Art. 22 to 25) shall be applicable.

4 Should the OASI annual salary of an insured person temporarily decrease due to illness, an accident, unemployment, or similar reasons, the previously insured salary shall essentially remain valid as long as the employer is obligated to continue paying the salary.

5 Should the OASI annual salary of an insured person be expected to experience a long-term decrease below the entry threshold defined in the pension plan and should no survivors' or disability benefits be due, this person shall withdraw from the Foundation.

6 In any case, the insurance protection (risk benefits) shall lapse when the ordinary retirement age has been reached.

7 Upon request, the pension contributions can be continued until the end of gainful employment after the ordinary retirement age is reached, but only until the age of 70 is reached at the latest. Insurance protection (risk benefits) shall no longer exist after the ordinary retirement age has been reached. If an insured person becomes disabled after normal retirement age or dies during deferral of retirement, the retirement assets are paid out immediately. Continued insurance is addressed in the pension plan.

8 For part-time employees, the Foundation does not provide any voluntary insurance for the part of their salary that they receive from other employers.

9 The Foundation does not continue insurance for employees whose employment relationship has been terminated without a claim to benefits. The existing pension relationship may be continued upon request of the insured person whose employment relationship is terminated and who withdraws from the mandatory pension fund at the same time. This pension relationship shall be regulated in a separate contract between the pension scheme and the externally insured person. The duration of the external insurance shall be limited to two years at most.

10 If the company grants an insured person unpaid leave, this person can continue the insurance to its full extent or only for the risks of death and disability for a maximum of six months. During unpaid leave, the contributions due shall continue to be invoiced to the company.

11 In the event of interruptions in income as a result of sabbatical, the contributions owed shall continue to be invoiced to the company up to a maximum of 3 months in agreement with the affiliated company.

12 The continued insurance can be defined differently in the event of income interruptions.

Art. 6 Health check

1 All persons entering for the first time who are not fully employable at the time of entry shall be reported to the reinsurer on an individual basis. The subsequent health check shall be carried out by the reinsurer.

2 All persons entering for the first time whose definitive OASI annual salary (as per the regulations) reaches or exceeds the limit value of CHF 500,000 shall be reported to the reinsurer on an individual basis. The subsequent health check shall be carried out by the reinsurer.

3 Para. 2 shall apply in equal measure for individual salary increases. Insured persons with an OASI salary of more than CHF 500,000, whose individual salary increases exceed 20 % compared to the previous year, shall be reported to the reinsurer and a health check shall be carried out again.

4 The result of a health check can lead to reservations being made or exclusion from the risk insurance policy.

The reservation proviso regarding risk benefits may last for a maximum of five years. The reservation period is calculated from the date of entry into the Foundation. If a claim arises within this reservation period for an insured event for which a reservation period existed, the Foundation does not provide any benefits beyond the end of this reservation period. Any insured benefits that are not affected by this reservation are paid as normal. An incapacity to work, the cause of which leads to death or disability, is deemed equivalent to a claim in this context.

5 If an insured person breaches their disclosure obligation by failing to report or reporting incompletely an existing impairment to their health that they know about, or should have known about, the Foundation may withdraw from the pension contract by means of registered letter within six months of becoming aware of the breach of the disclosure obligation.

6 Provisional pension cover in favor of the insured person exists until the Foundation notifies the insured person that they have been accepted with or without reservations. Provisional insurance cover is not granted for an existing incapacity to work or for conditions due to which the insured person is undergoing medical treatment or supervision. Provisional insurance cover is limited to the following amounts:

- In the event of disability: A total of CHF 100,000 insured benefits. If insured, the following benefits are deemed to be disability benefits:
  - Annual disability pension
  - Annual retirement credit.
- In the event of death: A total of CHF 1,500,000 in insured benefits. If insured, the following benefits are deemed to be death benefits:
  - 20 times the surviving spouse’s/life partner’s pension
  - 20 times the temporary survivor’s pension
  - The lump sum payable at death
  - Minus existing retirement assets if they are intended to cofinance death benefits.

Benefits that have already been definitively insured will be deducted from the above amounts.

Provisional insurance cover ends no later than 12 months after the occurrence of the event subject to the reporting obligation, upon commencement of definitive insurance cover or upon the Foundation's refusal to pay the benefits applied for. The definitive insurance cover replaces the provisional cover and may include any coverage limitations.

Art. 7 Informing insured persons

1 A pension plan certificate shall be issued for each insured person on an annual basis. This pension plan certificate provides information about the organization and financing, the members of the highest body, the insured benefits, the insured annual salary, the contributions to the Foundation, the composition of the retirement assets, and the value of the pension assets at the time of the exit as per Art. 19a VBA.

2 Upon request, the insured person must be given the financial statements, the annual report, and other information according to Art. 86b Para. 2 OPA.

Art. 8 Eligible annual salary

1 The eligible annual salary is defined in the pension plan for each affiliated company. It can comprise fixed and variable OASI salary components. Essentially, the definitive annual salary reported must not exceed the effectively settled OASI salary.

2 In each case, the eligible annual salary shall be determined by the company and the

Foundation on January 1, or when an employee takes up employment. Salary adjustments made during the year must be reported to the Foundation immediately.

3 If the eligible annual salary of an insured person is reduced by a maximum of 50 % after they reach the age of 58, the pension fund will be continued for the previous insured salary in whole or in part at the request of the insured person. Contribution financing is addressed in the pension plan.

Art. 9 Insured salary

1 The insured savings and risk salary correspond to the eligible annual salary less a coordination deduction.

2 The coordination deduction is at least 1.5 times the upper OPA limit.

3 The insured savings and risk salary is defined in the pension plan.

4 The salary defined in the pension plan shall form the basis for the assessment of contributions and benefits.

II Benefits

Art. 10 Overview of benefits

1 The Foundation shall provide the following regulatory benefits:

a) Upon reaching retirement age:
- Retirement capital — Art. 12
- Early and deferred retirement — Art. 13
- Early and deferred partial retirement — Art. 14

b) In the event of incapacity to work:
- Disability pension — Art. 15
- Contribution waiver — Art. 16

c) In the event of death:
- Death benefits before retirement — Art. 17

d) In the event of early withdrawal from the Foundation:
- Vested benefits — Art. 22 – 25

Art.10a Maximum insurable benefits

1 The amount of the insured benefits is specified in the pension plan. If the same salary components are also insured in one or more other pension plans, the benefits under these regulations are reduced if the total insured benefits from 2nd Pillar for the same salary components exceed the following limits:

- Disability pensions: 70% of the insured risk salary
- Spouse’s/life partner’s pensions: 60% of the insured risk salary, provided that no lump sum death benefit is also insured
- Spouse’s/life partner’s pensions: 50% of the insured risk salary, provided that a lump sum death benefit of between 1% and 350% of the insured risk salary is also insured
- Spouse’s/life partner’s pensions: 40% of the insured risk salary, provided that a lump sum death benefit of between 351% and 400% of the insured risk salary is also insured
- Spouse’s/life partner’s pensions: 30% of the insured risk salary, provided that a lump sum death benefit of between 401% and 500% of the insured risk salary is also insured
- Lump-sum death benefit in addition to pension capital if no spouse’s/life partner’s pension is insured: 1,000% of the insured risk salary.

The benefits of all pension plans for the same salary components are added together. Benefits are reduced until the limits are no longer exceeded.

The pension plan may provide for different provisions.

The provisions on the coordination of pension benefits pursuant to Art. 18 to 18i also apply.

Art. 11 Retirement account and retirement assets

1 Based on Art. 1e OPO 2, every insured person shall select their own strategy from a maximum of ten investment strategies selected by the Pension Planning Commission (see the Investment Regulations). A retirement account is managed for each insured person.

2 The retirement account shall be credited or charged the following:

- The vested benefits transferred from earlier employment relationships which the insured person acquired in the scope of a preexisting “1e solution”
- The savings contributions
- The effectively generated returns and losses as per the investment strategy
- The purchases made into the regulatory benefits of the insured person (see pension plan)
- Transfers following divorce
- Early withdrawals resulting from promotion of home ownership and their redemption

The retirement account is the sum of these forms of capital.

3 The annual savings contributions are addressed in the pension plan of the affiliated company.

4 The insured person can buy the full regulatory benefits of the Foundation. The maximum purchase amount corresponds to the difference between the effectively available retirement account and the maximum retirement assets as per the purchase table in the pension plan. The following also must be considered in purchase calculations:

- Early withdrawals that were made to promote home ownership and can no longer be transferred to the Foundation (see Art. 21 Para. 4 Letter a)
- Exit benefits that were not transferred to the Foundation
- Excess pension assets with other pension funds and pension assets from the 3a pillar as per Art. 60a Para. 2 OPO 2

5 Tax-privileged purchases are possible only if any early withdrawals for home ownership promotion have already been repaid. The exception is if the early withdrawals can no longer be restituted as per the regulations (see Art. 21 Para. 4). The re-purchases in the event of divorce or judicial dissolution of registered partnership as per Art. 22d VBA are exempted from this limit.

6 For persons accepted by a Swiss employee benefit scheme for the first time and who are moving to Switzerland from abroad, the purchase sum during the first 5 years shall be limited to 20 % of the insured salary every year.

7 The retirement account and the “account for early retirement” (see Art. 29) form the retirement assets.

A Retirement benefits

Art. 12 Retirement capital

1 Upon reaching the ordinary retirement age, every insured person shall have claim to the effectively available retirement capital. The claim to retirement capital shall exist on the first day of the month after the person reaches the ordinary retirement age.

2 The insured person shall use a form to inform the Foundation whether they prefer a cash payout or a transfer of their pension plan portfolio to their private assets. Unless otherwise requested, cash payout is planned. Upon the cash payout or the transfer of the pension plan portfolio, all regulatory benefits shall be satisfied.

3 If purchasing sums or deposits were made for the purpose of early retirement (see Art. 29), the resulting benefits must not be utilized in capital form in the next three years, except if the purchase served to fill a gap as the result of an exit benefit transfer as a result of divorce or the judicial dissolution of a registered partnership.

4 Should the insured person be married or living in a registered partnership, the payout of the retirement capital shall be allowed only if the spouse or registered partner provides written consent. The Foundation may require notarial certification or another form of signature verification. However, no interest shall be due on the capital benefit as long as the required consent of the spouse or registered partner has not been granted.

Art. 13 Early and deferred retirement

1 In the event of early retirement, the claim to retirement shall exist if the insured person requests such. In this case, the claim to the effectively available retirement capital shall exist on the day following the end of gainful employment.

2 Insured persons whose pension relationships are dissolved at a time when they would have been entitled to early retirement may refuse retirement if they continue gainful employment or they are registered as unemployed and request the transfer of the vested benefits to another employee benefit scheme or to a vested benefits institution (see Art. 22 – 25).

3 The reduced benefits in the event of early retirement can be completely or partially financed in advance if the insured person has purchased full regulatory benefits for the ordinary retirement age in the Foundation. Details shall issue from Art. 29 and the pension plan.

4 If, in agreement with the employer, an insured person continues pursuing gainful employment for a maximum of 5 years beyond the ordinary retirement age, they may continue their retirement contributions (see Art. 5 Para. 7). In this case, the claim to retirement benefits shall exist on the day following the end of gainful employment. Disability pensions and survivor's pensions shall no longer be insured. If the insured dies during deferral of retirement, retirement capital shall be handled as for lump-sum death benefit pursuant to Art. 17, para. 11.

5 In the event of continuing pension planning beyond the ordinary retirement age, the maximum possible purchase sum shall correspond to the difference between:

- the maximum possible savings capital at the time of retirement at the normal age as per the currently valid pension plan and the insured salary; and
- the effective savings capital at the time of the purchase.

Art. 14 Early and deferred partial retirement

1 Should the insured person reduce their level of employment by 20 % in agreement with their employer after reaching the age of 58, they may request early partial retirement. The provisions as per Art. 12 shall apply analogously for the partial capital severance payment. The part of the retirement assets corresponding to the level of early partial retirement shall be definitive for determining the partial capital severance payment.

2 Should a person continue pursuing gainful employment in a reduced scope in agreement with the employer beyond the ordinary retirement age, partial retirement benefits shall be due. In this case, the claim to the remaining retirement benefits shall exist on the day following the end of gainful employment. It is also possible to defer it by up to a maximum

of five years after ordinary retirement.

3 The part of the retirement assets corresponding to the reduced employment relationship shall be continued as for an insured person working part-time. The insured salary shall be determined as per Art. 9.

4 Partial retirement can take place in two steps at most, whereby the employment relationship must be reduced by at least 20 % in one year. However, the continued employment relationship must not amount to less than 30 % of the original employment relationship in any case.

B Disability benefits

Art. 15 Disability pension and disability pensions for children

1 The extent of disability benefits is stipulated in the pension plan.

2 Persons who are at least 40 % disabled as per the disability insurance (DI) shall have claim to disability benefits if they were insured by the Foundation when their incapacity to work occurred, and its cause led to the disability. Should the disability occur after retirement or after retirement age, the person shall no longer have a claim to disability benefits.

3 Should the insured person be partially disabled, the benefits stipulated for full disability shall be granted proportionately in the amount corresponding to the pension entitlement in fractions of a full pension as per the DI. The level of disability shall correspond to the level of disability decreed by the Swiss federal DI.

4 The claim shall be valid after the waiting period defined in the pension plan. However, at the earliest, it shall be valid after the entitlement to salary no longer exists or the entitlement to wage replacement has lapsed. The claim shall lapse should the disability disappear, should the insured person die or reach the ordinary age of retirement, or should the level of incapacity to work drop below 40 %. Art. 26a OPA remains reserved.

5 Disability pension recipients shall be entitled to disability pensions for every child that, in the event of this person’s death, could lay claim to an orphan’s pension as per Art. 17 Para. 8.

6 The disability pension for children shall be payable as long as the child lives but until they have reached the age of 18 at the latest. Should a child have reached or exceeded this age, they shall still be entitled to a pension as long as they continue their education and are not primarily employed at the same time, whereby the pension shall be payable until the child has reached the age of 25 at the latest.

Art. 16 Contribution waiver

1 In the event of incapacity to work, after the waiting period as stated by the pension plan, the release from employer and employee contributions shall enter into effect. The insurance benefits and the amassing of the retirement assets shall, however, be guaranteed.

2 In the event of a release from contributions, the further amassing of savings in the savings account will proceed as per the salary stipulated in the pension plan and insured at the beginning of the incapacity to work whose cause led to the disability as well as the corresponding contributions.

3 The contribution release shall be guaranteed as long as the disability exists but until the person reaches the ordinary retirement age at the latest. If the cause of the incapacity to work does not result in disability, the release from contributions shall be guaranteed as long as the incapacity to work exists but for 24 months at most.

4 The release from contributions shall be granted according to the fraction of the claim to a disability pension.

C Death benefits

Art. 17 Death benefits before retirement

1 The retirement assets shall be paid out in capital to the benefit of the beneficiary in the event of death before retirement, regardless of the other benefits.

2 The pension plan can provide for the following insured death benefits:

- Spouse pension / partner pension
- Civil law partner pension / cohabitation partner pension
- Orphan's pension
- Additional lump-sum death benefits

The extent of the insured benefits is noted in the pension plan.

3 A claim to survivors' benefits, except for capital payouts of retirement assets (see paragraph 1), shall exist only if the deceased person had risk insurance at the time of death or when the disability whose cause resulted in death eventuated.

4 The claim to the spouse and partner pension shall exist starting on the day after the death of the married insured person. The payout shall take place as soon as all required documents have been submitted.

5 In the event of remarriage, the pension shall lapse, and a severance payment of three times the amount of the annual pension shall be made. All additional claims to a pension shall lapse upon the paying out of the severance payment.

6 If the spouse or partner is more than 10 years younger than the deceased insured person, the spouse and partner pension shall be reduced by 1% for every entire or partial year beyond these 10 years.

7 Civil law partners who are not registered – including those of the same sex – shall be entitled to a civil law partner pension and treated as the equivalent of a surviving spouse if:

a) there is a written declaration of beneficiary; and
b) both partners are not married, are not living in a registered partnership, and are not related in any way; and
c) the partner can prove that they lived with the deceased insured party in a permanent and exclusive monogamous relationship for at least five years or if the partner must provide for one or several mutual children; and
d) an appropriate request is submitted to the Foundation three months after the death of the insured party at the latest; and
e) the beneficiary receives no spouse pension or civil law partner pension from the occupational retirement provision.

The entitlement to a civil law partner pension shall lapse at the end of the month in the course of which the person entitled to benefits dies, marries, registers a new partnership, or enters into a new civil law partnership.

8 Children entitled to a pension shall be determined as per the applicable OASI provisions. Should an insured person die, every child entitled to a pension shall have claim to an orphan's pension if this is provided for in the pension plan.

9 The orphan's pension shall be payable as long as the child lives but until they have reached the age of 18 at the latest. Should a child have reached or exceeded this age, they shall still be entitled to a pension as long as they continue their education and they are not primarily employed at the same time, whereby the pension shall be payable until the child has reached the age of 25 at the latest.

10 Additional lump-sum death benefits: In the event of death before the normal retirement age, any additional lump-sum death benefits shall be paid out to the beneficiary as per the pension plan.

11 The following persons shall be entitled to a claim for capital payout of pension assets and any additional lump-sum death benefits, regardless of inheritance law:

a) Spouse
b) Should there be no beneficiaries as per letter a: the children entitled to a pension
c) Should there be no beneficiaries as per letters a and b: natural persons who received considerable support from the insured person or the person who lived in an

uninterrupted domestic relationship with the deceased person in the last 5 years before their death or who is responsible for providing for one or several mutual children

d) Should there be no beneficiaries as per letters a, b, and c: the children, parents, or siblings of the deceased

e) Should there be no beneficiaries as per letters a, b, c, and d: the remaining legal heirs, with the exception of the community, in the scope of the higher of the two following amounts:

1. The contributions paid by the insured person
2. 50 % of the retirement assets

12 If the insured person is not married or is no longer living in a registered partnership, while they are still alive, they can issue a written declaration to the Board of Trustees stipulating which persons within group b of the entitled persons (or, should they be lacking, in group c; or, should they be lacking, in group d; or, should they be lacking, in group e) shall have claim to which partial amounts of the lump-sum death benefits. The declaration may be revoked at any time in writing or by way of a will.

13 If the insured person has made no written declaration concerning the distribution of the lump-sum death benefits, these benefits shall be equally distributed to several people within the same group of persons.

D General provisions concerning the benefits

Art. 18 Coordination of pension benefits

Art. 18a Reduction in benefits

1 Benefits under these framework regulations are reduced if, together with other qualifying income, they exceed 90% of the last annual salary, plus any child allowances, before the occurrence of the insured event.

The following benefits are considered to be qualifying income:

a) OASI/DI, with the exception of attendance allowances
b) Compulsory accident insurance
c) Military insurance
d) Domestic and foreign social insurance schemes
e) Non-life insurance (daily sickness or accident benefits) to which the employer or, in its place, a Foundation has paid at least 50% of the premiums
f) Other pension plans
g) Income of vested benefits institutions (vested benefits policies and accounts).

2 The income from gainful employment or substitute income that continues to be earned or can still reasonably be earned by disabled persons may also be taken into account. In principle, this earned income is determined on the basis of the disability income in accordance with the DI decision.

3 Any lump-sum benefits are converted into annuities of equivalent actuarial value.

4 After reaching the OASI retirement age, recipients of disability benefits are also credited with retirement benefits from domestic and foreign social insurance and pension plans, with the exception of attendance allowances and similar benefits, insofar as the benefits from the pension plan, taking into account these retirement benefits and other creditable income, exceed 90% of the last annual salary prior to reaching the OASI retirement age.

Art.18b Offsetting

1 Child and orphan’s pensions from the OASI/DI are fully taken into account.

2 Attendance and integrity allowances, compensation benefits and other similar benefits are not taken into account.

Art. 18c **Coordination with basic fund**

1 Coordination in accordance with this article takes place within the Foundation if the basic fund does not pay any benefits due to overinsurance.

Art. 18d **Coordination with OASI/DI**

1 The Foundation may reduce its benefits to the corresponding extent if the OASI/DI reduces, withdraws or refuses benefits because the beneficiary caused the death or disability through serious negligence or resists an accommodation measure by the DI. Furthermore, the Foundation shall suspend its disability benefits as a precautionary measure if the DI office does so on the basis of Art. 52a Swiss Federal Law on the General Principles of Social Security law.

Art. 18e **Coordination with AI/MI**

1 The Foundation is not obligated to compensate for the refusal of or reduction in benefits under accident or military insurance.

Art. 18f **Applicable date**

1 The decisive factor for calculating the pension benefits is the date of death or the date of entitlement to disability benefits. Subsequent increases in pensions from social insurance providers do not lead to a reduction in a pension already payable. However, if a social insurance pension is reduced or ceased, the statutory benefits are recalculated.

Art. 18 g **Assignment**

1 The Foundation may require claimants of survivors' or disability benefits to assign to it claims to which they are entitled in the event of a claim against liable third parties up to the amount of their obligation to provide benefits.

Art. 18h **Recovery/limitation period**

1 Benefits received unlawfully may be recovered. The right to recovery lapses three years after the pension fund becomes aware of the situation, but at the latest at the end of five years since the benefit was paid out. If the right to recovery arises from a criminal act for which criminal law sets a longer period of limitation, this latter period applies.

Art. 19 **Paying out pensions**

1 Pensions due on the basis of these regulations shall generally be paid out on a monthly basis and at the end of the month. For the month in which the claim lapses, the pension shall be paid out completely.

2 Should the Foundation default on the paying out of a due pension or capital severance payment, it shall owe default interest. It shall correspond to the minimum interest rate as per the OPA. For pensions, the default interest shall first be due starting on the day of the request for debt collection or judicial proceedings.

E Divorce and early withdrawal for home ownership

Art. 20 Divorce

1 The pension compensation in the event of divorce shall be determined according to the applicable provisions of the CC, CO, OPA, VBA, CPO, IPLA, and the applicable administrative provisions.

2 If, in the event of divorce and based on a court judgment, part of the withdrawal benefits (vested benefits) of an actively insured person is transferred to the pension or vested benefits institution of the divorced spouse, their retirement assets shall be reduced accordingly.

3 If in the case of a divorce, based on a judicial decision, part of the withdrawal benefits (vested benefits) of the divorced spouse are credited to the retirement assets of an actively insured person, the retirement assets of this actively insured person shall be increased accordingly.

4 If, as the result of the divorce of a temporary disability pension recipient who has not reached the ordinary pension age, part of the withdrawal benefits are transferred to the benefit of the divorced spouse, this shall result in a reduction of the retirement assets as per Para. 2 and, accordingly, reduced retirement benefits. However, the disability pension active at the time divorce proceedings were initiated shall remain unchanged.

Art. 21 Promotion of home ownership

1 Until three years before reaching the ordinary retirement age, the insured person may pledge their claim to pension benefits or an amount up to the amount of the vested benefits for home ownership for their own use. The pledge shall be allowed only if the spouse grants consent. The Foundation requires official certification of the signature. Insured persons who have passed the age of 50 may, at the most, use the vested benefits to which they would have been entitled at the age of 50 or half of the vested benefits at the time of the pledge as a pledge. In the event of a realization of a pledge, the effects of early withdrawal shall come to pass (Para. 2 of this article).

2 The insured person can assert early withdrawal for a home for their own use up to three years before they reach the age of ordinary retirement. The early withdrawal shall be allowed only if the spouse grants consent. The Foundation requires official certification of the signature. Insured persons may receive an amount of money up to the amount of the vested benefits until they reach the age of 50. Insured persons who have passed the age of 50 may, at the most, claim the vested benefits to which they would have been entitled at the age of 50 or half of the vested benefits at the time of the early withdrawal.

3 The amount received must be repaid to the Foundation by the insured person or their heirs if:

a) the residential property is sold;
b) rights are granted to this residential property that are, economically speaking, equivalent to a sale;
c) no pension benefits are due upon the death of an insured person.

4 The insured person may repay the amount received to the Foundation until:

a) they reach ordinary retirement age;
b) another pension claim exists;
c) cash payout of the vested benefits.

5 Otherwise, the applicable legal provisions concerning the promotion of home ownership shall apply as per Art. 30a et seq. OPA and Art. 1 et seq. PHOO.

III Withdrawal from the pension fund

Art. 22 Claim to withdrawal benefits

1 Insured persons who withdraw from the Foundation without having the right to regulatory insurance benefits shall have claim to withdrawal benefits.

2 Insured persons who give up gainful employment at a time at which they would have the right to early retirement can request withdrawal benefits if they continue gainful employment or if they are verifiably registered as unemployed.

3 The Foundation shall transfer the entirety of the withdrawal benefits to the employee benefit scheme of the new employer or to a vested benefits institution.

4 Should an insured person not enter a new employee benefit scheme, within a month of their withdrawal, they must inform the Foundation of the allowed form (vested benefits institution) in which they want to receive their pension coverage.

5 The withdrawal benefits shall be transferred in cash. Upon request of the insured person and in agreement with the new employee benefit scheme or the vested benefits institution, a transfer of securities can also take place.

6 If the withdrawing person fails to inform the Foundation about the usage of their vested benefits, the vested benefits shall be transferred to the suppletory institution six months after the person withdraws at the earliest and two years after the withdrawal at the latest.

7 The company is obligated to report the withdrawal to the Foundation in a timely manner.

Art. 23 Amount of withdrawal benefits

1 The withdrawal benefits correspond to all retirement assets that are actually available to the insured person in the retirement account as per Art. 11 at the time of the withdrawal.

Art. 24 Cash payout

1 Insured persons can request cash payout of withdrawal benefits only if:

a) they definitively leave Switzerland and do not take up residence in Lichtenstein;
b) they take up self-employment and are no longer subject to the mandatory occupational retirement provision;
c) the withdrawal benefits are less than their annual contribution.

2 If they desire cash payout, this request must be justified. The Foundation shall verify the entitlement to claim and may demand additional proof from the insured person, if necessary.

3 Cash payout to married persons entitled to claims shall be allowed only if the spouse grants consent in writing. The Foundation may require official certification of the signature.

4 The insured person can request the transfer of the asset values to their private assets under the same conditions.

Art. 25 Subsequent cover

1 In the event of premature departure from employment, the insured person shall remain insured against the risks of death and disability without collection of the respective risk premium until they take up a new position with a new employer but for one month after the departure at the longest. Vested benefits that have already been paid shall be reclaimed or settled with the benefits due.

Art. 26 Partial liquidation

1 The provisions and procedure for partial liquidation of the Foundation are recorded in the partial liquidation regulations of the Foundation.

IV Contributions

Art. 27 Obligation to pay contributions and voluntary purchases

1 The affiliated company's and the insured person's obligation to pay contributions shall begin on the first day of the month they are incorporated into the Foundation.
2 The obligation to pay contributions shall lapse with the death of the insured person, but upon their retirement or withdrawal from the Foundation (see Art. 22) at the latest. Any release from contributions in the event of incapacity to work after the expiry of the waiting period shall remain reserved (see Art. 16).
3 The affiliated company shall deduct the contributions of the insured person from their salary or replacement salary and transfer them to the Foundation together with the company contributions at the end of the fiscal year at the latest.
4 The affiliated company shall provide the employer contributions from its own funds or from contribution reserves amassed for this purpose in advance and posted separately in the Foundation accounts.
5 In the framework of the statutory provisions, the insured person can make voluntary purchases or subsequent payments for the purpose of purchasing missing contribution years (see Art. 11 Para. 4) or financing early retirement (see Art. 29).
6 The insured person shall address the matter of voluntary purchase tax deductibility (see Art. 11 Para. 5 and Art. 29) with the responsible authorities.

Art. 28 Amount of contributions

1 Savings contributions (Art. 11 Para. 3) are financed by monthly and other premiums (death benefits and disability benefits and administration costs) as well as by annual contributions from the affiliated company and the insured person. The Board of Trustees can enact a reduction in the contributions to be paid by the insured persons and the affiliated company on an annual basis; the contributions paid by the affiliated company must be at least as high as the sum of the contributions of its persons insured in the pension scheme.
2 The annual contributions (percent of the insured salary) result from the pension plan.

Art. 29 Financing for early retirement

1 Early retirement is possible starting at age 58 at the earliest. The insured person can make additional deposits to completely or partially compensate for reductions in the event of early withdrawal of retirement benefits. If the insured person requires such, an account can be managed as an “Account for early retirement” (hereinafter referred to as “AER”) and separately from the other retirement account as per Art. 11.
2 This AER can be amassed by making one-time payments. The maximum amassing of assets is addressed in the pension plan.
3 The insured person can first amass assets in the AER after having purchased the full regulatory benefits until the ordinary retirement age of the Foundation.
4 The insured person shall have a mandatory legal claim to the existing AER when withdrawing from the Foundation.
5 Should the insured person continue to work beyond the individually selected retirement age – after the AER has already been completely or partially amassed – the ordinary savings process shall be adjusted or stopped until the effective time of retirement.
6 Reductions in retirement benefits that have already been financed as a result of early retirement that has been planned in another manner and which are no longer needed or no longer entirely needed for a certain individually selected retirement time may exceed the retirement benefits goal at the ordinary retirement age by a maximum of 5 %. The excess credit balances shall be added to the available assets (see Art. 32).

V Organization

Art. 30 Bodies of the Foundation

1 The Board of Trustees is the highest body of the Foundation. It takes the measures necessary to achieve the purpose of the Foundation according to the law, the Foundation deed, and the regulations – especially the investment regulations and the organizational regulations – as well as the directives of the supervisory authority.

2 Every pension scheme is supervised by its own Pension Planning Commission.

3 The provisions regarding the selection of the members, the composition, and the tasks of the Board of Trustees and the Pension Planning Commission are addressed in greater detail in the Organizational Regulations.

VI Other provisions

Art. 31 Employer contribution reserves

1 The employer contribution reserves shall be posted separately for every company affiliated with the Foundation and added only to the pension plans of the employees of the corresponding company. As soon as the employer contribution reserves reach five times the amount of the annual regulatory contributions owed by the company, the respective company may no longer amass such reserves.

Art. 32 Available assets

1 The Board of Trustees shall reach a decision concerning the usage of any available assets at its own dutiful discretion and involving the occupational pension planning expert.

Art. 33 Information and reporting obligation

1 At all times, the insured persons or their relatives and survivors shall submit truthful information about the circumstances that are decisive for the Foundation and shall submit the documents necessary for justifying benefits claims.

2 In all instances, the insured persons and the recipients of disability or survivors' benefits shall immediately inform the Foundation of changes in their civil status (such as marriage, registered partnership, divorce, or civil law partnership) or the emergence or cessation of support obligations.

3 The insured persons or their relatives and survivors shall be liable to the Foundation for the consequences arising from omitted, incorrect, or late information.

4 The Foundation may refuse or stop paying benefits if:

- contractual or statutory information and reporting obligations are violated;
- required information and documents are not furnished;
- the authorization to view documents is refused;
- a medical examiner cannot perform examinations for reasons for which the insured person or the survivors are responsible;
- the insured person does not fulfill their obligation to cooperate and reduce damage.

5 Refused or discontinued benefits can no longer be subsequently requested if this was previously threatened in writing, an appropriate deadline was set, and the circumstances do not indicate that the insured person was not at fault for the violation of obligations.

6 Service providers and agents commissioned by the Foundation may be granted access to data if they maintain confidentiality and follow the written instructions of the Foundation in accordance with the applicable data protection laws. These include companies in the areas of banking services, insurance services, IT services, administration services, logistics, printing services, telecommunications, debt collection, consulting, and sales and marketing. Other data recipients may include any entity to which the affiliated employer or the data subject has authorized the right to process personal data. The insured person must support the Foundation and the contracted service providers and agents in obtaining information

and documents.

VII Final provisions

Art. 34 Place of fulfillment

1 The place of fulfillment of the pension benefits shall be the Swiss residence of the party entitled to a claim. The person entitled to a claim may request that the assets be paid out to a bank account in the EU or EFTA nation in which they reside.

Art. 35 Place of jurisdiction

1 The place of jurisdiction shall be the Swiss main office or residence of the defendant or the place of the enterprise where the insured person was employed.

Art. 36 Pledging / assignment

1 All of the benefits guaranteed by these regulations may be neither pledged nor assigned before they are payable. The provisions concerning promotion of home ownership with funds from the occupational retirement provision and judicial apportioning of an estate in the scope of a divorce remain reserved.

Art. 37 Gaps in the regulations

1 Situations that are not explicitly addressed in these regulations shall be addressed by the Board of Trustees, which shall apply them correspondingly in compliance with the legal provisions.

Art. 38 Temporary provisions

1 The scope and duration of the benefits are determined from the onset of the incapacity to work, the cause of which led to disability or death. The framework regulations including pension plans valid at the time apply, as does the annual salary insured for the risk benefits upon the onset of the incapacity to work. Increases in salary or benefits are not insured after the onset of the incapacity to work or disability.

Art. 39 Adjustment of the regulations

1 The Board of Trustees may adjust the regulations at any time while preserving the claims acquired by the insured persons, especially to changes in statutory provisions and prudential rules.

Art. 40 Effective date

1 These regulations enter into force on January 1, 2023.
2 They replace the Framework Regulations that entered into force on January 1, 2021.

Lucerne, September 27, 2022 Foundation Board Agilis 1e Collective Foundation