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Fondation Collective Opsion

Pension Regulations

Valid as of 01.01.2024

Summary

1. Abbreviations and definitions

1.1. Abbreviations

AI:	Disability Insurance
AVS:	Old-Age and Survivors' Insurance
CC:	Swiss Civil Code
CO:	Swiss Code of Obligations
Foundation Board	Supreme Body of the Foundation
Employer	The affiliated Employer or Employers affiliated with the same entity. Depending on its generic use in the text, the term "Employer" may also apply to an affiliated independent.
LAA:	Swiss Federal Law on Accident Insurance
LAA:	Swiss Federal Law on Disability Insurance
LAM:	Swiss Federal Law on Military Insurance
LAVS:	Swiss Federal Law on Old-Age and Survivors' Insurance
LFLP:	Swiss Federal Law on Vesting in Occupational Pension Plans for Old-Age, Survivors' and Disability
LPart:	Swiss Federal Law on the Registration of Partnerships for Same-gender Couples
LPP	Federal law on Occupational Old Age, Survivors and Disability Pension Plans
OPP 2	Ordinance on Occupational Old Age, Survivors and Disability Pension Plans
Rules & Regulations	Rules and Regulations of the Pension Plan of the Foundation

In the present Rules and Regulations, the terms referring to the masculine gender shall include the feminine gender, unless otherwise stated.

1.2. Definitions

1 Is hereafter defined by the term:

- Age: unless otherwise stated, the reference age in the sense of the Rules and Regulations shall correspond to the difference between the current civil year and the year of birth.
- Insured person: the person insured by the Foundation according to the present Rules and Regulations and who is neither a beneficiary nor a beneficiary in rehabilitation.
- Rights holder: person who has the rights and obligations derived from their status according to the present Rules and Regulations.
- Technical addendum: addendum to the present Rules & Regulations, specific to each entity affiliated to the Fondation and in which are set out the parameters or elements that are not included in the present Rules and Regulations (e.g.: conversion rates) or allow divergencies from the parameters or elements defined in the present Rules and Regulations, in as far as the latter allows.
- Beneficiary: person who receives an old-age, survivors' or disability pension from the Foundation.
- Claim to benefits: the occurrence of one or another of the three risks covered by the Foundation, meaning (1) reaching the age of retirement, (2) death, (3) disability.

- Affiliated entity: pension fund dedicated to one or more employers or a multi-employer fund regrouping several affiliated employers and managed by the Foundation.
- Pension Committee: a joint body of an affiliated entity (dedicated fund or multi-employer fund):
- Mandatory part of retirement assets: the retirement assets evaluated using the minimal provisions set out in the LPP.
- Extra-mandatory retirement assets: the part of the global retirement assets superior to the mandatory part.
- Partially disabled person: a beneficiary who can continue partial gainful employment. A partially disabled person is considered as an insured person for their residual employment capacity.
- Registered partner: a person of the same gender as the person insured or the beneficiary with whom a partnership has been jointly and officially registered in the sense of the LPart. For the purposes of the present Rules and Regulations, are assimilated:
  - The registered partner to the spouse;
  - The partnership registration to marriage;
  - The legal dissolution of a registered partnership to divorce.
- Spouse: the married spouse, as well as the registered partner, to determine the rights to benefits in the event of death, the cohabitee who fulfils the conditions set out in the present Rules and Regulations, unless otherwise specified in the pension plan.
- Couple cohabiting: a relationship between two people, usually of an exclusive nature, from both a mental and emotional point of view as well as physical and economic in such a way that the partners may expect faithfulness and assistance from each other as expected in a marriage.
- Pension paid by the AI: the full pension paid by the AI. In the event of mixed calculations by the AI (part salary/part non-salary) the term "pension paid by the AI" corresponds to the portion covering the salaried professional activity in the sense of the present Rules and Regulations.

2. General provisions

2.1. The Foundation's goal

1 The goal of the Foundation is to protect the persons insured and their survivors against the economic repercussions of the loss of earnings due to old-age, disability or death. It allocates at the minimum the benefits provide for in the LPP and the related ordinances, subject to Art. 2.2 para 6.

2.2. Affiliation of an employer

1 The employer or independent chooses affiliation with the Foundation to meet the pension requirements for their staff using an affiliation convention that that regulates the rights and obligations of the employer or independent.

2 The employer or independent may choose affiliation with the Foundation through a multi-employer fund or a dedicated fund.

3 The Foundation is governed by the Foundation Board. The Foundation Board represents the Foundation towards third parties and decides on the organisation of the Foundation's administrative conduct.

4 The affiliated entities are each managed by a separate pension committee. The composition of the tasks

of these committees is set out in the Rules and Regulations of organisation.

5 The relations between the Foundation and the insured persons or rights holders are governed by the present Rules and Regulations. Whatever entity the Employer chooses for its affiliation with the Foundation, the type and amount of benefits and their financing are set in a pension plan drawn up for each employer. The persons insured may be split into circles of insured persons. The circle of insured persons is defined in the pension plan. Membership in the circle of insured persons is decided on the basis of objective and non-discriminatory criteria. The definition of such a circle of insured persons must include the affiliation of several insured persons. An independent may at no time be the single insured person (unless they are a member of a professional association affiliated with the Foundation).

6 The pension plan may include cover only for the non-mandatory part of the benefits. In this case, only the LPP provisions mentioned in Art. 49 para 2 of this law are applicable.

7 The Foundation is listed in the Register of Occupational Pension Funds. It is subject to the control of the Supervisory Authority for Foundations and Pension Institutions that is competent for its headquarters' location.

2.3. Affiliation of insured persons

2.3.1. Mandatory insured salaries

1 It is mandatory to insure staff receiving an annual salary superior to the amount resulting from Arts.2 para 1 and 7 LPP or to the amount set in the pension plan.

2.3.2. Staff not subject to mandatory and optional insurance

1 Will not be admitted to the Foundation:

- Staff who have reached or exceeded the ordinary age of retirement except in the case of deferred retirement (cf. Art. 4.2.1 para 6).
- Those persons whose employer is not subject to the obligation to contribute to the AVS.
- Staff hired for a limited period not exceeding three months. However, staff whose employment contract or mission is limited are subject to mandatory insurance when:
  - The working relationship is extended beyond three months, with any interruption of the relationship. In this case, the employee is subject to mandatory insurance as of the time that the extension is agreed.
  - Several periods of employment with the same employer or missions on behalf of the same employment agency lasting for a total of more than three months and when no interruption has exceeded three months. In this case, the employee is subject to mandatory insurance as of the beginning of the fourth month of employment; when it has been agreed, prior to employment, that the employee is hired for a total period of over three months, the subjection begins at the same time as the working relationship.
- Employees having an ancillary activity with the affiliated company, if they are already subject to mandatory insurance for a gainful activity that represents their main employment or if their main gainful activity is as an independent;
- Disabled employees in the sense of the Federal AI at a rate of at least 70% who are still provisionally insured in the sense of Art. 26a LPP;
- Employees with no activity in Switzerland or whose activity in Switzerland is probably not of a lasting character and who have adequate benefits coverage in another country (as long as they justify their request for admission exemption to the Foundation, except in the case of employees

are subject to Swiss legislation on social security in accordance with bilateral agreements and European law referred to by these agreements).

2 The Foundation does not offer optional insurance in the sense of Art. 46 LPP.

3 The Foundation does offer optional insurance in the sense of Art. 47 LPP during unpaid leave (cf. conditions outlined in Art. 2.4, para 7).

4 Insured persons who leave the mandatory occupational pension plan because they are going to work, for a limited period, with a company abroad that is economically linked to the employer, may choose to maintain either their entire occupational pension plan, or only their retirement pension plan.

The persons insured who wish to take advantage of this external insurance must obtain the employer's agreement and make their request one month prior to leaving the mandatory occupational pension fund. They must submit a copy of their new employment contract and indicate the country(s) in which they will be working and residing.

The external insurance begins on the day following departure from the mandatory occupational pension plan, but at the earliest as soon as the request is accepted by the Pension Committee.

The Pension Committee reserves the right to refuse or limit the risk coverage in the event of disability or death for external insurance.

The Swiss employer is responsible for the payment of contributions. The insurance ends when the working relationship ends with the foreign company for a cause other than death, disability or retirement; at the request of the person insured and the Swiss employer; or in the event of late payment of contributions and if the employer does not comply with the summons they receive.

5 For additional information, the provisions of the present Rules and Regulations are applicable by analogy.

2.3.3. Beginning of affiliation;

1 Will be admitted to the Foundation: all employees starting on January 1st following their 17th birthday as long as the conditions mentioned in Art. 2.3.1 are fulfilled and the employees are not subject to one of the exclusions mentioned in Art. 2.3.2.

2 The persons who present an incapacity for work or a partial disability at the time of their admission to the staff pension plan are insured only for the portion corresponding to their degree of earning capacity.

3 The employer declares the persons to be insured to the Foundation in view of their admission.

2.4. Pension plan coverage

1 The pension plan coverage is valid worldwide.

2 It takes effect on the date the conditions of admission according to Art. 2.3.1 are fulfilled, is subject to the exclusions listed in Art. 2.3.2, and ends on the date the employee leaves the Foundation.

3 The pension plan coverage is definite and without reserves for

- The minimal benefits set out by the LPP:
- The benefits acquired through the vested benefits transferred, in as much as they were insured without reserve by the previous pension fund institution.

4 Concerning the other benefits, the pension plan coverage is definite and without reserves if:

- The person insured is in full possession of their working capacity when the insurance begins;
- The regulatory benefits do not exceed certain limits defined by the Foundation.

5 If these conditions are not fulfilled, these benefits are not insured, in a first period, except provisionally (cf. Art. 2.4.1).

6 Is said to not have full earning capacity: any insured person who, at the time of admission to the insurance:

- Must be totally or partially absent from their work due to ill health; or
- Receives daily indemnities due to illness or accident; or
- Is registered with a state disability insurance; or
- Receives a full or partial disability pension; or
- Can no longer be fully employed according to their professional qualifications and capacities due to health reasons.

7 In the event of unpaid leave, not exceeding 24 months, the pension plan may, at the insured person's request, be maintained in its entirety (savings, disability and death risks coverage) or partially (coverage of disability and death risks only), subject to the employer's agreement. In this case, the insurance conditions, specifically the responsibility for the contributions, are defined in a convention concluded between the person insured and the employer.

2.4.1. Provisional pension plan coverage

1 If certain benefits can only be insured on a provisional basis, the Foundation will inform the person insured. The Foundation may require additional information from the person insured regarding their state of health. If necessary, it may request information from a doctor or require a medical examination. The insurance coverage of required benefits is considered as a provisional guarantee as of the time of declaration of the person to be insured until the conclusion of the examination of all the relevant documents. The provisional coverage does not extend to insurance cases arising from pre-existing illnesses, infirmities or sequels of accidents.

2 On the basis of the documents provided, a reserve for health reasons may be emitted for the disability and death risks. The duration of this reserve is limited to a maximum of five years. If the previous pension fund institution emitted a reserve, the latter may be maintained; however the time of the reserve already elapsed will be taken into account.

3 When the underlying risk of a reserve results in a case during its duration, no supplementary benefits are accorded until the termination of the insurance, even in the case of a reserve of limited duration.

4 When the information, respectively the examinations, required to establish the state of health of the person insured are not supplied, respectively performed, or not within the set deadline, the Foundation's benefits are limited to the minimum benefits set out by the LPP. This is also to case if the person insured has responded incorrectly to the questions asked or it is established that the medical questionnaire and/or medical certificate provided to the Foundation is inexact or incomplete.

5 The Foundation informs the person insured, in writing, of the pension plan coverage granted, meaning with or without reserve. The pension plan coverage becomes final as soon as this information is transmitted.

6 If a pension plan case occurs during the provisional coverage period:

- The benefits acquired on the basis of the vested benefits received will be paid;
- The benefits acquired on the basis of the vested benefits received and when the insurance with the previous pension plan institution was subject to a reserve are paid, however this reserve is taken into account.

- The other benefits which are provisionally insured are not paid if the pension plan case can be imputed to a pre-existing condition that existed before the provisional pension plan coverage came into force.

7 The provisions set out in Art. 2.4 and in paragraphs 1 to 6 above apply by analogy when pension plan benefits are increased. In this case, the acceptance of coverage concerns only the difference between the new and the old benefits.

2.5. End of insurance

1 Subject to Arts. 4.2.1 para 6 and 6.1 paras 3 et seq., the insurance ceases when:

- Retirement age is reached;
- The employment relationship is dissolved;
- The person insured dies;
- The minimum salary is not reached.

2.6. Duty to provide information, reporting requirements

2.6.1. Obligations of the person insured

1 All insured persons have the duty to inform the Foundation of any event which has a significant influence on the pension plan. Unless otherwise specified in the present Rules and Regulations, the active insured person fulfils their obligation to inform through their employer.

2 The person insured has the obligation to inform the employer within 30 days, to be transmitted to the Foundation, of any changes in civil status, as well as of any birth or the end of possible assistance obligations. The person insured has the obligation to immediately communicate any change in the degree of working capacity or earnings to the Foundation.

3 The persons insured who receive benefits for old age, disability or survivors' pension are obligated to inform the Foundation of any possible revenues which must be taken into account (e.g. Swiss or foreign social security benefits, benefits from other pension plan institutions, revenues from gainful employment which continue to be received), as well as the extinction of rights to benefits, or the end of training for children who have the right to a pension.

4 The person insured or the survivors answer to the Foundation for the consequences of the omission of information, as well as incorrect or late information.

2.6.2. The Foundation's obligations

1 On admission, on the modification of pension plan benefits, as well as at the beginning of the year, the Foundation draws up a personal "Pension Plan Certificate" for the persons insured which contains the data applicable to their occupational pension plan.

2 On request addressed to the Pension Committee and within the framework of the provisions of the supervisory Authority, the persons insured may obtain additional information on the state of their insurance and the activities of the Foundation. The Foundation makes available the annual accounts and annual reports of the various entities. On a written request from insured persons, the Foundation will also supply the information set out in Art. 86b LPP.

3 Any person insured may request information on all their data that is held and managed by the Foundation and, if necessary, have it corrected.

4 In the event of divorce, the insured person may, on demand, obtain information on the amount of reference assets used to calculate the termination benefit to be shared and the mandatory and supplementary parts of the retirement assets.

5 In a case of vested benefits, the Fondation must provide the person insured with all the legal and regulatory possibilities for maintaining the pension fund.

2.6.3. Employers' obligations

1 The employers immediately inform the Foundation of any facts that might give birth to, modify or extinguish the right to benefits, in particular the beginning and end of an incapacity to work and working relationships, as well as any fact that could influence the pension plan.

2 In particular, employers are obligated to supply reliable data regarding the salaries of insured persons and wages paid in an adequate form and on time.

2.7. Entry benefit

1 In accordance with legal provisions, the person insured must transfer the vested benefits from previous pension funds, including assets in accounts or vested benefits policies. The person insured is responsible for requesting the transfer from their previous pension fund.

2 Inasmuch as the pension plan does not provide otherwise, the amount transferred is credited to the retirement account as an entry benefit; in the event of death it is used to finance the pension for the surviving spouse or cohabitee if the latter is insured.

3. Provisions regarding salary

3.1. Annual insurable salary

1 The annual insurable salary corresponds to the insured person's presumed annual AVS salary. The salary elements that are occasional or temporary, such as supplements for night work or overtime, are not taken into account. Severance pay and seniority bonuses are not part of the annual insurable salary. A differing regulation may be defined in the pension plan.

2 The insurable salary is limited to ten times the maximum limit stipulated in Art. 8 para. 1 LPP.

3 The insurable salary, or the insurable revenue of independents, may not be higher than the amount subject to AVS contributions.

4 The annual insurable salary or revenue limitation is applicable to all the insured person's pension plan relationships. If the person insured has several pension plan relationships and that the total of their salaries and income subject to AVS is higher by ten times than the upper limit according to the LPP, they have the obligation to inform each of the pension plan institutions of the totality of pension fund relationships they have and of the insured salaries and revenue in this context.

5 The annual salary is communicated to the Foundation by the employer on January 1st of each year or when the insured person is admitted. Salary adjustments that occur during the year must be communicated to the Foundation without delay.

6 If the insured person is employed for a period of less than one year by an employer (seasonal or temporary working relationships), the salary that would have been obtained if the work had lasted one year is taken as the annual insurable salary. This method of calculation over one year is also applicable in the event of new hires during the year.

7 For insured persons whose employment rate and amount of revenue fluctuates, the employer may provide an average annual salary for the professional category in question.

8 Where appropriate, the salary paid to an insured person by another employer is not taken into consideration.

3.2. The annual insured salary

1 The annual insured salary is defined in the pension plan.

2 The pension plan may stipulate that the coordination deductions and the minimum and maximum amounts for part-time employees be defined in regard to their effective employment rate.

3 If the annual insured salary drops temporarily due to illness, accident, unemployment, maternity or other like circumstances, the annual insured salary and the obligation to contribute are maintained without change as long as the employer has the legal obligation to pay the salary. The insured person may however request a reduction of the insured salary.

4 If the insured person is totally disabled, the salary valid just before the incapacity to work remains the reference for their insurance.

5 If the insured person becomes partially disabled, their insurance is divided in conformity with Art. 4.3.2, into an "active" portion and an "inactive" portion. For this division, the salary taken into account is that which was applicable just before the beginning of the incapacity to work leading to the disability.

6 The salary taken into account for the "inactive" portion of the insurance remains constant. For the "active" portion of the insurance, it is the salary earned within the framework of the residual earning capacity that is taken into account for the calculation of the insured annual salary. These modalities also apply to persons who are partially disabled at the time of admission.

7 For persons who are partially disabled, the amounts of the limits shown in Art. 2.3.1 and, as the case may be, in the pension plan - subject to the minimum insured salary according to the LPP - are defined in conformity with the scale of benefits according to Art. 4.3.2.

4. Pension plan benefits

4.1. Retirement assets

1 Retirement assets are constituted for each person insured from the day of their admission to the retirement pension plan.

2 The retirement assets are credited with:

- Retirement credits;
- Transferred vested benefits which come from previous pension plan relationships in Switzerland or other countries;

- Other repurchases or possible payments;
- Reimbursements of early withdrawals within the framework of the encouragement of home ownership;
- Reimbursements following a divorce;
- Amounts resulting from transfers stipulated in a divorce judgement;
- Interest:
- Where appropriate, shares of the surplus from the affiliated entity in question.

3 The retirement assets are debited with:

- Early withdrawals within the framework of the encouragement of home ownership;
- Partial payments following a divorce;
- Partial payments following partial retirement;

4 The amount of the annual retirement payments is defined in the pension plan.

5 Interest is calculated on the basis of the available retirement assets at the end of the preceding year and is credited to the retirement assets at the end of each civil year.

6 The interest on the payments or withdrawals is credited on a pro rata basis during the year in question.

7 Should a pension plan case occur or an insured person leave during the year, the interests for the current year are calculated pro rata, until the date the case occurs or the payment of the vested benefits.

8 The payment policy of retirement assets (interest credited) is defined by the Pension Committee and, if it exists, in the pertinent technical addendum.

9 In the event of total disability, the savings contributions continue to be credited to the retirement assets on the basis of the last insured annual salary until the ordinary age of retirement. In the event of partial disability, the retirement assets are divided, according to the degree of disability, into a disabled (passive) portion and an active portion according to the scale in Art. 4.3.2 para 12. The disabled portion is managed as for a person who is totally disabled and the active portion as for an active insured person.

10 Withdrawals made within the framework of the encouragement of home ownership and divorce, as well as partial withdrawals of capital for retirement are withdrawn proportionally from the mandatory and supplementary portions of the retirement assets. In the event of reimbursements within the framework of the encouragement of home ownership and divorce, the mandatory and supplementary portions of the retirement assets are credited proportionally with the total amount withdrawn.

4.2. Retirement benefits

4.2.1. Age of retirement

1 The ordinary age of retirement is reached on the first day of the month following the month in which the person insured reached the reference retirement age, according to the AVS/AHV, or at the age mentioned in the pension plan if this is different.

2 Early retirement is possible as of the first month following the insured person's 58th birthday. The pension plan may provide for a higher initial early retirement age, but no higher than 63 (62 for women until 2027). In the event of a corporate restructuration, early retirement may happen sooner.

3 Partial retirement is possible from the first possible early retirement age, subject to a reduction in the rate of gainful employment. The reduction in employment rate must amount to at least 20% of a full-time position. Retirement benefits may be paid in a maximum of three stages.

4 If the salary reduction of an insured person who is over 58 years old, is less than or equal to 50%, the insured person may maintain their pension plan, either partially or in its totality, on their previous insured salary. However, this continuation is only possible up to the ordinary age of retirement according to para 1. The contributions from the employer and the employee on the optional portion of the insured salary are in principle at the insured person's expense.

5 If the pension plan is reduced in proportion to the reduction in employment, the portion corresponding to the remaining activity is managed as for an active person insured. The portion that does not correspond to gainful employment gives a right to retirement benefits.

6 It is possible to defer retirement until the age of 70 years old, with the Employer's agreement. The disability benefits insurance stops and, in the event of death, the person insured is considered as retired (calculation of the theoretical pension that the person insured would have received on the day of death) as soon as ordinary retirement age according to para 1 is reached. During the period of deferred retirement, contributions may be financed by the employer and the person insured.

4.2.2. Retirement pension

1 The right to a lifetime old-age pension begins when the insured person reaches the age of retirement according to Art. 4.2.1. The amount of this pension is calculated on the basis of the pension assets accumulated at the time of retirement and the conversion rates at the date of the first payment.

2 The conversion rates depend on the age of the person insured at the time of retirement and/or the gender and are defined by the Pension Committee and are shown in the technical addendum or the pension plan if the latter is different from the technical addendum. They should, however, be validated by the Foundation. If the conversion rates are not actuarially neutral according to the technical bases mentioned in the technical addendum, a provision for conversion rates must be constituted in conformity with the Rules and Regulations of liabilities of an actuarial nature.

3 If the person insured and/or the employer makes repurchases to compensate for a pension reduction in the event of early retirement according to Art. 7.3 para 2, the amount of the retirement pension paid must not exceed 105% of the retirement pension that the insured person would have been paid on reaching the ordinary retirement age without these repurchases.

4 If the retirement pension takes over from a disability pension, it amounts to the minimum of the amount of the legal disability pension according to the LPP after adaptation for cost of living in conformity with the prescriptions of the Federal Council.

5 The retirement pension may be shared in the event of divorce. If retirement intervenes during divorce procedures, the retirement pension paid during the divorce proceedings may be deducted from the amount to be shared.

4.2.3. Pension for children of retirees

1 The right to a pension for a child of retirees arises as of the time that the person insured receives a retirement pension and has children who have the right to a pension in compliance with Art. 9.5 and the person insured does not receive a pension for disabled children for them.

2 The right to this pension lapses when the conditions for obtaining the pension according to Art. 9.5 are no longer fulfilled or the person insured dies.

3 The annual amount of the pension for a child of retirees is defined in the pension plan.

4 The current pension is not touched during a division in the event of divorce.

4.2.4. AVS bridging pension

1 If the pension plan provides for it, the insured person who has taken early retirement before the ordinary age of retirement according to the AVS may request the payment of an AVS bridging pension. The amount of this pension is defined in the pension plan.

2 The bridging pension is paid until the ordinary age of retirement is reached according to the AVS. In the event of death occurring before the ordinary retirement age, the AVS bridging pension stops at the end of the month of death.

3 If no additional financing through additional contributions or a payment from the employer is provided for in the pension plan, the lifetime retirement pension is reduced to compensate the AVS bridging pension according to the modalities mentioned in the pension plan. The expectation of a pension for a surviving spouse is also reduced.

4.3. Disability benefits

4.3.1. Generalities

1 Disability due to illness or accident is considered as an insured event.

2 A person insured is considered disabled when they are disabled in the sense of the AI.

4.3.2. Beginning and end of disability

1 Subject to provisions to the contrary in the pension plan, disability is considered to have occurred as soon as the insured person's disability reaches a minimum of 40% and the waiting period is over.

2 It ends when the insured person has recovered more than 60% of their earning capacity (reactivation), reaches the ordinary retirement age or dies. The right to disability benefits implies in all cases that the person insured on the basis of the present Rules and Regulation at the time when the inability to work occurs, the cause of which has led to disability.

3 Also having the right to disability benefits within the framework of the minimal benefits provided by the LPP, are the insured persons who:

- Due to a congenital infirmity, have an inability to work of a minimum of 20% and a maximum of 40% at the beginning of their gainful work insured with the Foundation and were insured at a level of 40% at least when the inability to work increased and the cause has led to disability;
- Became disabled while still minors (Art. 8 para. 2 LPGA) and present in consequence an inability to work of at least 20% and a maximum of 40% are the beginning of their gainful employment insured with the Foundation.

4 The insured person does not have the right to a disability pension as long as they receive a salary, allocations for loss of earnings or daily indemnities from the AI.

5 The waiting period corresponds to the length of inability to work that must pass between the beginning of the inability to work and the beginning of the entitlement to benefits. The waiting period is shown in the pension plan.

6 If the agreed waiting period is 12 months and the AI pays a pension before the end of the waiting period, the minimum legal benefits are granted as of the date of the beginning of entitlement to the AI pension.

7 If the agreed waiting period is 24 months and if in the case of disability due to illness, the daily indemnities for illness are not paid during the 24 month period, the pension for disability and for a child of a disabled person provided within the framework of the minimum benefits of the LPP are granted as of the date of the right to daily indemnities for illness cease, at the earliest however on the date that gives the right to an AI pension.

8 The degree of invalidity is determined on the basis of the lost earning capacity and corresponds in general to the degree established by the AI. The revenue earned before the onset of disability is then compared with the amount the insured person could reasonably expect to earn afterwards. The difference, expressed as a percentage or fraction of the anterior revenue, corresponds to the degree of disability.

9 When the AI's decision is manifestly unsustainable, the Foundation is not tied to the decision in question and may decide to evaluate the disability itself. Furthermore, in conformity with Art. 52 LPGA, the Foundation reserves the possibility to lodge an opposition to a decision of the Federal AI.

10 To control the degree of disability, information may be gathered from a doctor or a medical examination may be required. Any possible modification to the degree of disability must be communicated to the Foundation.

11 Unless otherwise specified in the Pension Plan, the proportion of pension benefits, depending upon the degree of disability recognized by the Disability Insurance, is set in Article 24a LPP which prescribes that the insured person is entitled:

- to full pension benefits if the degree of disability is at least 70%;
- to the ratio of pension benefits corresponding to the degree of disability recognized by the Disability Insurance if the degree of disability is comprised between 50 to 69% included;
- to 25% + 2.5 points of percentage per additional degree of disability if the degree of disability recognized by the Disability Insurance is comprised between 40 to 49% included;

The insured person is not entitled to any pension benefits if the degree of disability is below 40%.

4.3.3. Disability pension

1 The annual amount of the full disability pension is defined in the pension plan.

2 In the event of a modification of the pension plan, the new provisions of the pension plan relative to the disability pension are only applicable for cases of disability whose date of inability to work at the origin of the disability is later than the date the new provisions take effect.

3 If the amount of the disability pension depends on the retirement assets, it is adapted when part of the disabled person's retirement assets are transferred in the event of a divorce.

4.3.4. Pension for a child of a disabled person

1 The right to a pension for the child of a disabled person begins on the same date as the right to a disability pension, in as much as the insured person has children with the right to a pension by virtue of Art. 9.5.

2 The right to this pension lapses when the conditions for obtaining it according to Art. 9.5 are no longer fulfilled, when the insured person dies or recovers their full earning capacity before the ordinary age of retirement.

3 The annual amount of the pension for the child of a disabled person is set out in the pension plan. In the event of partial disability, the pension for the child of a disabled person is calculated according to the same proportions as the disability pension according to Art. 4.3.2 para 11.

4 In the event of a modification of the pension plan, the new provisions of the pension plan relative to the pension for a child of a disabled person are only applicable for cases of disability whose date of inability to work at the origin of the disability is later than the date the new provisions take effect.

5 The current pension is not touched during a division in the event of divorce.

4.3.5. Exoneration from contributions

1 The right to be exonerated from contributions begins as soon as the inability to work exceeds that of the waiting period applicable to the exoneration of contributions as set out in the pension plan.

2 The right ends as soon as the insured person recovers their full earning capacity, reaches the age of retirement or dies.

3 The insured salary acquired at the beginning of the inability to work serves as the basis for the calculations for the savings contributions during the period of inability to work, respectively disability. In the event of partial disability, the liberation from the payment of contributions is granted in the same proportions as the disability pension according to Art. 4.3.2 para 11.

4 When the pension plan provides for a choice between several contribution plans, the liberation refers to the contributions of the plan in which the insured person was enrolled at the time of event leading to the inability to work, unless contrary provisions are to be found in the pension plan.

4.3.6. Modification of the degree of disability

1 Any modification of the degree of disability engenders a control and, if necessary, an adjustment of the right to benefits. If, due to a reduction in the degree of disability, the benefits paid were too high, they must be reimbursed.

2 In the event of an increase in the degree of disability of a person whose partial disability was previously insured within the framework of the present Rules and Regulations, the following provisions apply:

- If the increase is due to the same cause as the initial disability, the current benefits will be adapted to the new degree of disability without a new waiting period;
- If the increase is due to a different cause, the current benefits will continue to be paid, without change. At the end of the waiting period, the insured person has the right to new benefits in the proportion of the increase. The insured benefits on the date of the increase in disability then become the reference.

3 In the event of an increase in the degree of disability of a person whose partial disability was not previously insured within the framework of the present Rules and Regulations, the following provisions shall apply:

- If the increase is due to the same causes as the initial disability, the person insured has no right to disability benefits;
- If the increase is due to a different cause, the insured person has the right to disability benefits in proportion with this increase, following a waiting period. The insured benefits at the date of the increase in disability then become the reference.

4 In the event of an increase in the degree of disability of a person whose partial disability was previously insured within the framework of the present Rules and Regulations, arising after the person had left the circle of insured persons, the following provisions shall apply:

- If the increase is due to the same cause as the initial disability, the current benefits will be adapted to the new degree of disability without a new waiting period;
- If the increase is due to a different cause, it does not give the insured person the right to disability benefits.

4.3.7. Relapse

1 There is a relapse when, after recovering their full earning capacity, the insured person is once more disabled at 40% at least, and for the same causes.

2 If the insured person is the victim of a relapse during their period of affiliation with the Foundation or before the expiry of the period of extension of insurance coverage, and if the previous disability was insured under the present Rules and Regulations, the following provisions shall apply:

- If the relapse occurs within three months of the insured person's recovery of their full earning capacity, the waiting period will take into account the period of disability, due to the same cause, which has already elapsed in the framework of the present pension plan. The benefits that were insured just before the recovery of full earning capacity are taken as reference for the right to disability benefits.
- If the relapse occurs more than three months after the insured person's recovery of their full earning capacity, the waiting period shall begin again. The benefits that were insured at the date of the relapse are taken as reference for the right to disability benefits.

3 If the person insured has a relapse during the time they are affiliated with the pension plan or before the waiting period for the extension of the insurance coverage, and the previous disability was not insured on the basis of the present Rules and Regulations, the right to disability benefits begins after expiration of the waiting period, in as much as the relapse occurs more than six months after recovery of the full earning capacity. The agreed waiting period begins on the date of the relapse. The previous periods of disability are not taken into account. The benefits that were insured at the date of the relapse are taken as reference for the right to disability benefits.

4 If the person insured has a relapse after leaving the pension plan and after expiration of the extension period of the insurance coverage, and the previous disability was insured on the basis of the present Rules and Regulations, the right to disability benefits begins after expiration of the waiting period, in as much as the relapse occurs during the six months following recovery of the full earning capacity. Art. 4.3.6 para 8 let. a applies by analogy concerning taking into account the waiting period and the right to benefits.

5 Relapses that do not fall under the paras, 2, 3, 4 above are not insured.

4.4. Death benefits

4.4.1. Right to death benefits

1 Death benefits are only due when the deceased:

a. Was insured at the time of death or at the time when the cause of the inability to work that led to death occurred; or
b. Presented, due to a congenital infirmity, an inability to work of a minimum of 20% and a maximum of 40% at the beginning of their gainful work and were insured at a level of 40% at least when the inability to work increased and the cause has led to death; or

c. Became disabled while still a minor (Art. 8 para 2 LPGA) and presented, due to this an inability to work of a minimum of 20% and a maximum of 40% at the beginning of their gainful work and were insured at a level of 40% at least when the inability to work increased and the cause has led to death; or
d. Received a retirement or disability pension from the Foundation at the time of death.

2 In cases b and c, the right is limited to minimum benefits provided by the LPP.

4.4.2. Surviving spouse pension

1 The right to a pension for a surviving spouse commences when a married insured person dies.

2 The right to a pension ceases in the event of death or remarriage of the surviving spouse. In the event of remarriage, a single allocation of an amount equal to three annual pensions is paid to the eligible spouse.

4.4.3. Amount of the surviving spouse's pension

1 The amount of the surviving spouse's pension is defined in the pension plan.

2 In the event that the pension plan provides for it, if an insured person dies before the ordinary age of retirement following an accident or illness and that the retirement assets constituted are higher than the amount of the single payment necessary to finance this pension, the difference is paid in the form of capital. The order of beneficiaries is defined in Art. 4.4.9.

3 If the spouse's pension of a disabled person depends on the disability pension, then the basis of the pension is not increased by one part of shared pension in the event of divorce.

4.4.4. Surviving cohabitee's pension

1 The pension plan states whether, further to a pension for a surviving spouse, a pension for a surviving cohabitee is insured or not.

4.4.5. Right of the surviving cohabitee

1 The surviving cohabitee (without regard to gender) is treated as a surviving spouse as regards the right to the capital and pension, in as much as the following conditions are cumulatively met:

a. This provision is not excluded by the pension plan;
b. The two cohabitees are single, divorced or widowed and are not related to one another in the sense of Art. 95 of the CC;
c. The cohabitee and the insured person formed a community of life similar to marriage, without interruption, during at least the last five years which preceded the death of the insured person; this five years deadline is not required if they have one common child or several common children;
d. The shared life has been declared by a written statement, dated and signed by the two cohabitees (signatures authenticated) and sent to the Foundation during the insured person's lifetime. A form is available from the Foundation;
e. The cohabitee receives no spouse's pension or capital in place of a pension from a pension institution from a previous shared household, a previous registered partnership or a previous marriage.

2 It is the responsibility of the surviving cohabitee to provide the proof that they fulfil the above conditions, particularly by presenting official certification of domicile, extracts from the civil register, information pertaining to the shared children or any other document necessary to the validation of the right to a pension for surviving cohabitee.

3 The right to a pension ends:

- On the death of the surviving cohabitee; or
- On the marriage of the surviving cohabitee.

4.4.6. Right of the surviving divorced spouse

1 The surviving divorced spouse is treated like a surviving spouse in the event of the death of their ex-spouse on condition:

- That their marriage has lasted at least ten years; and
- That they were granted a pension in the divorce in virtue of Art. 124e para. 1 or 126 para. 1 CC.

2 The benefits paid will on no account be higher than the minimal benefits provided by the LPP. The Foundation will reduce its benefits insofar as, when added to the benefits from other insurances, in particular from the AVS or AI, they are greater than the amount of the claims arising from the divorce judgement.

4.4.7. Reduction and suppression of the surviving spouse's pension

1 When the claimant is younger than the deceased, and their age difference was more than 10 years, the surviving spouse's pension is reduced by 1% for each full or partial year of age difference over the 10 years.

2 In the event of a marriage celebrated after the ordinary retirement age, the surviving spouse's or cohabitee's pension is reduced as follows within the limits of the minimal benefits provided by the LPP:

- Marriage celebrated during the first year of retirement: 20%;
- Marriage celebrated during the second year of retirement: 40%;

Marriage celebrated during the third year of retirement: 60%;

Marriage celebrated during the fourth year of retirement: 80%

3 In the event of a marriage or the beginning of a shared life assimilable to marriage after the end of the fourth year of retirement, the right to a pension is suppressed.

4 When an insured person marries or begins a shared life assimilable to marriage after the ordinary age of retirement while their health is impaired and they must have knowledge of it; no pension is due if they die of this illness within the two years following the marriage or beginning a new shared life assimilable to marriage.

4.4.8. Orphan's pension

1 The right to an orphan's pension commences at the death of the insured person, leaving behind children with rights to a pension according to Art. 9.5.

[2] The right to this pension lapses when the conditions for obtaining the pension according to Art. 9.5 are no longer fulfilled.

[3] The annual amount of the pension for an orphan is defined in the pension plan.

4.4.9. Death benefit

[1] The pension plan may provide for the case wherein an active insured person dies before retirement, the constituted death benefit is paid in full or partially, whether a survivors' pension is paid or not.

[2] The pension plan may specify whether, in addition to the death benefit provided in para 1, an additional capital in the event of the death of an active insured person and/or a disabled person is or is not insured.

[3] Independently of inheritance rights, the beneficiaries are as follows:

a. The surviving beneficiary according to Arts. 4.4.2 and 4.4.4, failing this
b. The children with rights to a pension in virtue of Art. 4.4.8, failing this
c. The physical persons to whom the insured person provided substantial support, or the person with whom they shared an uninterrupted life during the last 5 years preceding their death, or who must provide support for the maintenance of one or more common children; failing this,
d. The children of the deceased who do not fulfil the conditions of Art. 4.4.8, failing this
e. The parents or siblings; failing this
f. The other legal heirs (excluding the public authorities) up to the highest amount of savings contributions made by the insured person or 50% of the retirement assets.

[4] The proof of substantial and durable support in accordance with letter c above must be provided to the Foundation at the latest 3 months after the death of the insured person.

[5] The person insured may address a written request to the Foundation for the modification of beneficiaries within a group of beneficiaries (para 3 let c to f) which must bear the authenticated signature of the person insured. A form is available from the Foundation.

[6] The Foundation must be in possession of this communication during the insured person's lifetime.

[7] In the absence of such a communication, the death benefit will be allocated in equal shares to the beneficiaries within a same group.

[8] In the absence of beneficiaries such as described in let. a to f, the retirement assets come back to the affiliated entity and are used for pension purposes.

5. General provisions concerning pension fund benefits

5.1. Guarantee fund

[1] The Foundation is affiliated by law with the Guarantee Fund in conformity with Art. 57 LPP.

[2] The financing of contributions destined to the Guarantee Fund is established in the pension plan.

5.2. Inflation adjustment

1 The pensions for survivor and disability benefits are adjusted for inflation, in accordance with the prescriptions issued by the Federal Council. The adjustment is limited to the compulsory part of the pension plan. It may be compensated in full or in part by the benefits of the supplementary portion.

2 Within the limits of the financial possibilities of the affiliated entity, the Pension Committee decides each year if, and in what measure, the other benefits must be adapted. The benefit shares due within the framework of an occupational pension fund sharing in a divorce are not adapted for inflation adjustment.

5.3. Coordination with accident and military insurance

1 Unless otherwise specified in the Pension Plan, the benefits payable for disability or accidental death amount at most to the minimal benefits provided in the LPP.

2 Furthermore, these benefits (pensions) are payable only inasmuch as, when added to the other benefits to be taken into account according to Art. 5.4 para 4 of the present Rules and Regulations, the benefits of the occupational pension plan do not exceed 90% of the presumed loss of earnings.

3 A possible right to a disability pension or for a child of a disabled person commences at the earliest when the accident insurance or military insurance stop paying daily indemnities, and replace this payment by a disability pension.

4 In the presence of, jointly, an accident and an illness, this regulation applies only to the portion due to accident.

5 The reductions or refusal of benefits on the part of the accident insurance or the military insurance for fault having caused the pension plan case are not compensated.

6 The restrictions according to paras 2 and 2 do not apply to insured persons who are not subject to the LAA and have purposely been stated as such. In the absence of such a statement, only the minimum legal benefits are paid in the event of an accident.

7 The pension plan may provide more extensive accident coverage.

5.4. Relations with other insurance benefits

1 The Foundation reduces retirement, disability and survivors' pensions if, when added to the revenues to be taken into account according to Art. 5.4 para 4, they exceed 90% of the presumed loss of earnings - in general the last salary received by the insured person.

2 The pension plan benefits that cannot be paid to beneficiaries in the sense of the present Rules and Regulations are returned to the affiliated entity and allocated to the objectives of the Foundation.

3 In the event of payment of a disability pension, by the accident or military insurances, after the ordinary retirement age, the retirement pension payable as of that date in accordance with the present Rules and Regulations is treated as a disability pension.

4 Benefits of the same nature and the same purpose must be taken into account, when they are allocated to the beneficiary by social insurances (including complementary LAA contracts) and from Swiss and foreign pension plan institutions. Allowances for totally incapacitated persons, indemnities and similar benefits are not taken into account. Concerning lump-sum benefits, it is the amount of the corresponding pension which is taken into account according to the technical bases of the affiliated entity. The death benefits and additional death benefits as listed in Art. 4.4.9 of the present Rules and Regulations are not taken into account. The revenues of the spouse and orphans are added. For the beneficiaries of disability pensions, the revenue from a gainful activity that can be performed or is susceptible, within reason, to

still being performed is also taken into account.

5 When the AVS age of retirement is reached, the retirement pension allocated by the social insurances and Swiss and foreign pension fund institutions have the value of revenue and will be taken into account.

6 If the AVS/AI reduces, withdraws or refuses a benefit because the death or disability of the person insured has been provoked by serious fault or intentionally by the beneficiary, or because the person insured refuses an AI readaptation measure, the Foundation may reduce its benefits in the same proportion. When paying lifetime pensions according to the LAA or the LAM, the Foundation must not compensate the reductions of benefits made at the age of retirement in virtue of Arts. 20 para 2ter and 2quater LAA and 47 para. 1 LAM.

7 If, when the right to a benefit arises, the insured person was not affiliated with the pension plan institution liable to pay the benefits, the obligation to advance benefits devolves on the pension plan institution where they were last affiliated. When the pension plan institution liable to pay benefits is known, the pension plan institution with the obligation to advance benefits may then take recourse.

8 If the Foundation is liable for benefits because the insured person is disabled due to a congenital infirmity or became so while still a minor, and was insured with the Foundation when the invalidating work incapacity increased, the right to benefits is limited to the minimum benefits provided by the LPP.

9 Upon the occurrence of the injurious event, the Foundation is subrogated, up to the amount of regulatory benefits, to the rights of the insured person, their survivors and other beneficiaries described in Art. 4.4.9 against all third parties responsible for the insurance case.

10 Concerning the supplementary part, the claims of the insured person, their survivors and other beneficiaries according to Art. 4.4.9 against all third parties responsible for the insurance case must be ceded to the Foundation up to the amount of the regulatory benefits.

5.5. Payment of pension plan benefits

1 The regulatory benefits are paid as soon as the beneficiaries transmit all the documents necessary to establish the basis of their rights to the Foundation.

2 When the benefits have been pledged, their payment requires the written consent of the secured creditor.

3 The payment of pensions is generally made on a monthly basis, at the end of the month.

4 When the benefit obligation ceases, the pensions are allocated for the full month. When the insured person regains their full earning capacity or attains the ordinary retirement age, the payment of the pension always stops at the end of the month.

5 In the event of a change in the degree of disability, the calculation is made to the day.

6 When a survivor's pension takes over from an existing pension, this new pension is paid at the beginning of the month for the first time.

7 If the authorities responsible for the application of the Unemployment Insurance (AC) or additional benefits under the AVS/AI (PC) inform the Fondation of their decision to compensate the reimbursement of AC or PC benefits with benefits due from the Fondation, the latter may no longer pay lump-sum benefits up to the amount of the compensation to the person insured.

5.6. Capital payments

1 Unless otherwise provided by the pension plan and subject to the provisions mentioned in Art. 6.1 para 8, the person insured or invalid may take up to 100% of their pension benefits in the form of capital as long as they have made no repurchases during the three preceding years.

2 The insured person must make it known if they want a capital payment at the latest 6 months before withdrawing the retirement capital unless the technical addendum mentions a different time frame. The written consent of the spouse, bearing a legalised signature is required. If it is not possible to obtain this consent, the insured person may appeal to the civil court. As long as the consent is not given, the capital bears no interest.

3 The payment of capital precludes, in proportion to its amount, all other claims on the Foundation.

4 According to the conditions set out in the possible reinsurance contract, the survivor may demand a capital payment in the place of a spouse's pension. They must make their wishes known in this regard as rapidly as possible after the death has occurred but at least before the effective payment of the first pension.

5 The divorced surviving spouse may request a capital payment according to the same conditions as the surviving spouse.

6 All other claims on the Foundation are precluded by the capital payment.

7 If the annual amount of the pension is inferior to 10% of the minimum AVS retirement pension in the case of a retirement pension or a disability pension, to 6% in the case of a survivors' pension or 2% in the case of a child's pension, a capital amount of an equivalent amount will be paid instead of the pension.

5.7. Reimbursement of benefits unduly received

1 Benefits unduly received must be reimbursed. The Pension Committee may accord a derogation in cases of economic hardship.

2 The right to the reimbursement will end one year from the date on which the Foundation becomes aware of the benefits unduly received, at the latest however by five years for periodic benefits and by ten years for capital benefits counting from the payment of the benefit. If the right to reimbursement arises from an infraction for which the statutory limitation period is longer, this is the period that prevails.

6. Withdrawal

6.1. Withdrawal from the staff pension fund

1 An insured person withdraws from the staff pension fund when they no longer fulfil the conditions of admission as defined in Art. 2.3.1 or fulfils the conditions for exclusion of Art. 2.3.2 or that their annual salary drops below the threshold for admission provided in Art. 2.3.1 and that no pension fund case has arisen, in particular at the dissolution of the employment relationship.

2 Subject to para. 3, the insured person withdrawing has the right to vested benefits inasmuch as retirement assets have been constituted. This benefit is calculated in conformity with the provisions of the LFLP.

3 The insured person who, after reaching the age of 58 (subject to a lesser age being mentioned in the technical addendum), is no longer subject to mandatory insurance due to the termination of the employment relationship by the employer, may require the continuation of their insurance at the prior level with the Fondation pursuant to the following paragraphs. The request to maintain the insurance must be sent to the Fondation in writing, at the latest two months (subject to another length of time being mentioned in the technical addendum) after the last day of the employment relationship but in all cases within one month of the date of receipt by the person insured of the information from the Fondation as set out in Art. 2.6.2 para 5 regarding their possibilities of continuing their insurance.

4 The insured person who maintains their insurance according to paragraph 3 has the same rights as those insured in the same collective insurance on the basis of an existing employment relationship.

5 The insured person may choose to maintain only the death and disability risks coverage. During the period when the insurance is maintained, they may increase their old age pension assets by purchasing the corresponding retirement credits as foreseen in the retirement plan. Payment of old age pension premiums alone is not allowed. The insured person who has chosen to maintain their savings and death and disability risk coverage may, while maintaining coverage, reduce it to cover only death and disability risks.

6 The person insured is held liable for the full amount of premiums (both the employer's and the insured person's share) for the death and disability risk coverage as well as for the administrative costs and, if need be, for all the retirement benefits premiums if they have chosen to increase their retirement benefits. In all cases, the premiums are due on a monthly basis from the person insured.

7 The premiums linked to the continuation of the insurance are calculated on the basis of the last insured salary at the time the employment relationship ended. If foreseen in the technical addendum, the person insured has the possibility to define a lower annual salary than the last annual salary insured. If foreseen in the technical addendum, they may also differentiate between the insured annual salary for death and disability risk coverage and the insured annual salary for savings coverage, as long as the annual salary insured for savings coverage is not higher than the annual insured salary for death and disability risks coverage. The annual insured salary chosen by the person insured must in all cases be superior to the minimum insured salary as defined in the pension plan. Under no circumstances can the amount be zero.

8 If the insurance has continued for more than two years, the benefits from the Fondation may only be paid as a pension. If it has continued for more than two years, early payment or pledging of the retirement assets with a view to acquiring a property for the insured person's own use is no longer possible.

9 The maintenance of the savings and death and disability risks coverage or only the death and disability risks' coverage may be terminated by the person insured, in writing, at any time, with the observation of one month's notice for the end of a month. If the savings coverage is cancelled, the death and disability risk coverage is maintained.

10 In the case of non-payment of the retirement premiums by the person insured, the Fondation may cancel the maintained savings coverage after providing written notice and according the person insured 30 days to make the payment. Should the payment not be made within this time, the savings coverage will automatically end at the end of the period. In the case of non-payment of premiums for the death and disability coverage and the administrative fees by the person insured, the Fondation may cancel the insurance maintained after providing written notice and according the person insured 30 days to make the payment. Should the payment not be made within this time, the insurance will automatically end at the end of the period.

11 If the insured person who has maintained their insurance with the Fondation joins another pension fund institution, the Fondation must pay the vested benefits to this new institution in as much as it may be used to purchase full benefits in accordance with the regulations.

12 If more than two thirds of the vested benefits are required to purchase full benefits in accordance with the regulations in the new pension fund institution the insurance with the Fondation shall end.

13 If at most two thirds of the vested benefits are necessary to purchase all the benefits in accordance with the regulations in the new pension fund institution, the person insured must inform the Fondation of their choice in writing:

a. Either to cancel their insurance with the Fondation;
b. Or to maintain their insurance with the Fondation. In this case, the Fondation will pay the new pension fund institution that portion of the insured person's retirement assets which can be used to purchase full benefits in accordance with the regulations and retains the balance of the retirement assets. The retirement, disability and survivor's benefits expectations are actuarially reduced in proportion to the share of the vested benefits transferred. The annual salary insured used to maintain the insurance is reduced in proportion to the vested benefits transferred.

14 In the case of termination of insurance with the Fondation in accordance with paragraphs 12 and13 letter a. above, the insured person's vested benefits are transferred as follows:

a. If the new pension fund institution accepts that the amount of the benefits brought in by the insured person may be over the amount of the purchase of the full benefits in accordance with the regulations, the Fondation transfers the totality of the insured person's vested benefits;
b. If the new pension fund institution does not accept the full amount, or if the insured person should so decide, the Fondation will transfer only that part of the vested benefits to be used to purchase the full benefits in accordance with the regulations and the person insured must inform the Fondation in writing if they decide to transfer the remainder of the vested benefits to a vested benefits account or policy, or if they wish to receive early retirement benefits from the Fondation calculated on the remainder of the retirement assets as long as they have reached the minimum age for early retirement according to the rules set out in Art. 4.2.1 para 2.

15 The continuation of the insurance ends:

a. On the date of cancellation of the insurance by the person insured as well as on the effective date of cancellation by the Fondation for non-payment of the premiums for death and disability and administrative fees by the person insured;
b. When the person insured enters a new pension fund institution and more than two thirds of their benefits are necessary to purchase full benefits according to the regulations in the new pension fund institution;
c. In the case of death or disability;
d. In the case of cancellation of the affiliation contract with the employer who has terminated the employment relationship;
e. At the latest when the person insured reaches the ordinary age of retirement as defined in Art. 4.2.1.

6.2. Vested benefits

1 The vested benefits correspond to the retirement assets at the date of withdrawal.

2 The vested benefits must correspond at the minimum to the rights defined in Art. 17 LFLP.

3 Interest is calculated on the basis of the rate, in conformity with Art. 4.1 para 8, at which the retirement capital is remunerated.

4 However, if during a period of deficit, retirement capital is remunerated at a rate of interest lower than the minimum of the LPP, the determining rate for the calculation of the minimum amount according to Art. 17 LFLP, is that at which the retirement capital is remunerated.

5 The vested benefits must however correspond at the minimum to the rights defined in Art. 15 LPP.

6 The vested benefits are due at the withdrawal from the Foundation. Counting from this date, they must be remunerated in conformity with the minimum rate LPP defined by the Federal Council. If the vested

benefits cannot be transferred within 30 days from the date at which all the necessary data was received, default interest according to Art. 26 para. 2 LFLP must be paid from this date.

6.3. Use of vested benefits

1 Insured persons may also demand a withdrawal benefit when they leave the Foundation between the regulatory leaving age, as of which they have the right to early retirement, and the ordinary age of retirement, and they continue to have a gainful activity or register with the unemployment insurance.

2 At the demand of the person insured, the vested benefits are paid in cash, if:

- They are definitely leaving the economic area of Switzerland or Lichtenstein;
- They are opening their own business and are no longer subject to the mandatory occupational pension plan;
- The amount of the vested benefits is less than the annual amount of their contributions.

3 Insured persons may not demand the payment in cash of their vested benefits in the amount of the retirement assets according to Art. 15 LPP when they are definitely leaving the economic area of Switzerland or Lichtenstein if:

- according to the legal provisions of a member State of the European Community, they remain subject to mandatory insurance for the risks of retirement, death and disability;
- according to the legal provisions of Iceland and Norway, they remain subject to mandatory insurance for the risks of retirement, death and disability;

4 If the insured person is married, a lump sum payment can only be made with the written consent of their spouse (authenticated signature). If it is not possible to obtain this consent, the insured person may appeal to the civil court. For insured divorced persons, a copy of the divorce judgement is required.

5 If the vested benefits have been pledged, their payment in cash requires the written consent of the secured creditor.

6 If the vested benefits cannot be transferred to another pension plan institution nor paid in cash, they will be used to set up a vested benefits policy, with the agreement of the person insured, or transferred to vested benefits account. Failing this, they will be transferred to a substitute pension plan institution at the earliest 6 months and at the latest 2 years after the withdrawal.

6.4. Extending the insurance coverage

1 After the withdrawal, the insurance coverage for the disability and death risks are maintained until a new pension plan relationship is established, at the most however during one month.

2 The Foundation assumes no responsibility for insurance cases occurring after the expiry of this period.

3 If an insurance case occurs during the extension of coverage, the reimbursement of a possible withdrawal benefit may be required inasmuch as the financing of benefits demands it. Failing this, the Foundation reserves the right to reduce its benefits in consequence.

7. Financing

7.1. Obligation to contribute

1 The obligation to contribute is valid as of the insured person's admission to the pension plan institution.

2 The obligation to contribute ceases on the death of the insured person; when they reach the ordinary age of retirement; on the premature withdrawal from the pension fund due to the dissolution of the working relationship, or when the minimum salary shown in Art. 2 para. 1 LPP or the amount set by the pension fund is no longer attained. Reserve is made for cases of exoneration of contributions following an incapacity to earn, as well as the pursuit of activity after the ordinary age of retirement and insurance maintained in the sense of Art. 6.1 para. 3 et seq. of the present Rules and Regulations.

3 The insured persons' contributions are retained by the employer from the salaries or allocations for loss of revenue. The employer then pays them every month to the Foundation along with their own contributions unless the pension plan provides for a different frequency of payment. The case of Art. 6.1 para 6 is specifically reserved.

4 The employer finances their contributions through their own resources or from the contribution reserves created for this purpose. The Pension Committee of the affiliated entity sets the interest rate for the remuneration of these contribution reserves. These rates may not be higher than those used to remunerate overall the retirement assets of the persons insured.

7.2. Amount of the contributions

1 The overall cost of the pension plan solution described in the present Rules and Regulations is financed by the savings contributions and the risk contributions. To these are added, if need be, the contribution for administrative costs; the contributions to the Guarantee Fund in conformity with Art. 59 LPP, as well as any possible restructuring contributions.

2 The amount and the composition of contributions to be paid by the insured person are defined in the pension plan.

3 The employer's contributions are also shown in the pension plan. The employer's contribution must at the minimum equal the totality of the contributions of all the persons insured.

4 The pension plan can provide a choice between a maximum of three different contribution plans. The persons insured may choose once a year, for January 1 of the following year, which plan they wish to be insured under. The choice must reach the Foundation at least two weeks before the change of plan, through the intermediary of the employer. New insured persons inform the Foundation, at the moment of affiliation and through the intermediary of their employer, which plan they wish to be insured under. Failing this, they will be insured under the plan with the lowest contributions. The insured person remains under the same contribution plan for as long as they do not state their desire to change.

5 The sum of the parts that represent in a percentage of the salary, the total contributions of the employer and those of the persons insured in the plan with the lowest contributions must attain at least two thirds of the sum they represent in the plan with the highest contributions.

6 The amount of the employer's contributions is the same for each contribution plan.

7.3. Repurchases

1 The insured person and/or the employer may make repurchases (max. 3 repurchases per annum of a minimum amount of CHF 1,000.- each) if the retirement assets are available, taking into account all the vested benefits from previous pension fund relationships (including the vested benefits assets that, in conformity with Arts. 3 and 4 para 2bis LFLP do not have to be transferred to the Foundation, and the 3rd pillar assets inasmuch as they are not over the amount of the admissible legal limit) is lower than the amount that the insured person would have had if they had been insured in this pension plan since the date at which the admission could have taken place at the earliest. The maximum repurchase corresponds to the difference between these two amounts.

2 The insured person and/or the employer may make additional repurchases to fully or partially compensate the reductions caused by early payment of a retirement pension. These repurchases are credited to a separate supplementary account, remunerated as retirement assets in conformity with Art. 4.1 para 8. These repurchases are only possible when the insured person has exhausted all the possibilities to repurchase regulatory benefits.

3 If, despite repurchases to compensate for a pension reduction, the insured person continues their gainful activity after the chosen retirement age and as long as the objective of the regulatory pension is exceeded by more than 5%, the rules below apply in the following order:

- Reduction, respectively suspension of the insured person's savings contributions;
- Reduction, respectively suspension of the employer's savings contributions;
- Reduction, respectively suspension of interest on the retirement assets.

4 If, after having made repurchases in view of early retirement, the insured person does not take retirement on the corresponding date, the retirement pension at the effective date of retirement amounts to a maximum of 105% or the regulatory pension plan objective. Any surplus will be returned to the affiliated entity and used for pension plan purposes.

5 When repurchases are made, the resulting retirement benefits may not be taken in the form of capital during the three years following the repurchases.

6 In the event of early withdrawals for home ownership, the insured person may only make optional repurchases after these withdrawals have been reimbursed. Repurchases in the framework of a divorce according to the Arts 9.4 et seq. of the present Rules and Regulations form an exception to this rule.

7 Regarding persons arriving from other countries and who have never been affiliated with a pension plan institution in Switzerland, the total amount of annual repurchases may not be over 20% of the regulatory insured salary in the 5 years following their admission in a Swiss pension plan institution. At the end of these 5 years, the pension plan institution must allow the insured person who has not exhausted all regulatory repurchase possibilities, to make these repurchases.

8 The repurchase limit does not apply in certain cases defined in Art. 60 b, para. 2 OPP 2 in the event of the transfer of rights or retirement assets acquired in another country to a Swiss pension fund institution. When the insured person transfers pension rights or assets acquired abroad, the repurchase limit set out in para. 7 does not apply as long as the transfer is made directly from a foreign occupational pension system to the Fondation and that the insured person does not demand a tax deduction for this transfer for direct taxes from the Confederation, Cantons or Communes.

8. Organisation of the Foundation and control

8.1. The Foundation's bodies

1 The Foundation's bodies are the Foundation Board, the Pension Committees and the Auditors.

2 The Rules and Regulations of the organisation define the provisions applicable to the Foundation Board, the Pension Committees and the Auditors.

8.2. The auditors

1 The Board designates the Auditors who meet the requirements set out by the legislation of pension plans. The mandate may be renewed.

2 On an annual basis, the Auditors control the annual accounts, the retirement accounts, the organisation, the management and investments to ensure that they are in conformity with the legal and regulatory provisions in force. In addition, they accomplish the other tasks they are set by law and compile a report on the operations and their findings.

8.3. Expert in occupational pension plans

1 The Foundation Board designates a certified expert in occupational pension plans who periodically determines whether the Foundation and its affiliated entities offer at all times the guarantee that they can fulfil their undertakings, and whether the regulatory provisions of an actuarial nature and relative to the benefits and financing are in conformity with the legal provisions. In addition, they accomplish the other tasks they are set by law.

9. Other provisions

9.1. Restructuration measures

1 An affiliated entity has a deficit when the requisite actuarial pension fund capital, calculated according to principles recognized by the expert on occupational pension plans on the reference day for the balance sheet, is not covered by the available pension fund fortune and reaches, in conformity with Art. 44 OPP 2, at less than 100%.

2 In the event of a deficit, the Pension Committee of the affiliated entity in question may decide, with the approval of the Foundation Board, following the recommendations of the Foundation's expert or their consultant with the approval of the Foundation's expert, to apply restructuration methods, for as long as the deficit lasts. It may, in particular:

- Adapt the remuneration of retirement assets for the current year in conformity with Art. 4.1 para 8;
- Request that the employer pays contributions into a separate account for employer contribution reserves including a declaration of renunciation of their use or also to transfer to this account the assets from ordinary reserves of the employer's contributions;
- Reduce the benefit level;
- Adapt the contribution rates.

3 If the restructuration measures taken are insufficient, the following measures may be taken:

a. Levying consolidation contributions from the persons insured and the employer. The persons insured who maintain their insurance with the Fondation under Art. 6.1 para. 3 et seq. must pay the same restructuring contributions as the other persons insured. However, they pay only the share of the restructuring contributions attributed to persons insured, as the employer is not expected to pay their share of the restructuring contributions for this category of insured persons. The employer's contribution must at the minimum equal the total contribution of the persons insured. The consolidation contributions do not form an integral part of the personal contributions in the sense of Arts. 4.1 and 6.2 of the present Rules and Regulations. The consolidation contributions are determined as a percentage of the sum of insured salaries. The percentage is defined by the Pension Committee and approved by the Foundation Board.
b. Levying a contribution from the beneficiaries. This contribution is levied on the amount of the current pensions. It is levied only on the part of current pension that, over the last ten years that preceded the introduction of this measure, was generated by the increases prescribed by law or the present Rules and Regulations. It is not levied on obligatory pension plan insurance benefits for retirement, death or disability. The amount of pensions, from the time the right to a pension occurs, must remain guaranteed. The amount of the contribution is defined by the Pension Committee and approved by the Foundation Board.
c. Decrease in the remuneration of retirement assets in conformity with Art. 15 LPP, of 0.5%, or the minimum LPP interest rate, defined by the Federal Council during five years.
d. The limitation of early payment over time and in its amount or refusal of early withdrawals to reimburse mortgages within the framework of the encouragement of home ownership. These restrictions are defined by the Foundation Board.

4 The implementation of these restructuring measures and the time frame during which the affiliated entity expects to overcome the deficit must be communicated to the Supervisory Authority. The persons insured and the beneficiaries are periodically kept abreast of the situation's evolution.

9.2. Incentive for home ownership

1 The insured person may exercise their right to the payment of an amount for the acquisition of owner-occupied residential property until 3 years prior to the ordinary age of retirement.

2 They may, with the same time restrictions, pledge their right to retirement pension benefits or vested benefits in order to acquire owner-occupied residential property.

3 Early withdrawal and any pledges are governed by legal provisions, as well as Addendum 1 of the present Rules and Regulations.

9.3. Assignment and pledging

1 The right to benefits may not be ceded or pledged before their maturity, subject to reserve Art. 9.2.

9.4. Divorce

9.4.1. Principles

1 During a divorce, the court will decide on the division of assets acquired during the marriage, until the opening of divorce proceedings. In general, leaving benefits and shares of a pension are divided, in conformity with Arts. 122 to 124e CC.

2 The Foundation implements only decisions that are final, enforceable and handed down by Swiss courts.

3 In the event of divorce, the Foundation provides the insured person or the court, on request, with the following information:

- The amount of determinant assets for the calculation of the leaving benefits to be shared;
- The mandatory part of the retirement assets and the insured person's total retirement assets;
- Any amounts paid within the framework of the encouragement of home ownership;
- The amount of the leaving benefit at the time of a possible early withdrawal;
- The amount pledged if the vested benefits or pension plan benefits have been pledged;
- The presumed amount of the old age pension;
- If benefits have been paid in capital;
- The amount of a disability or retirement pension;
- If a disability pension is reduced due to overcompensation, the amount of the reduction;
- The amount of a hypothetical leaving benefit to which the person insured would have a right in the event of the suppression of the disability pension;
- The amount of the adaptation of the disability pension targeted in Art. 24 para. 5 LPP;
- Other information necessary for the division of the pension plan.

4 At the request of the person insured or the court, the Foundation provides a written decision on project for the division of the pension plan (feasibility declaration).

9.4.2. Division of the pension plan when the person insured with the Foundation has benefit debts

1 When an active insured person is called upon to share their pension plan benefits, the Foundation decreases their benefits as follows:

- The retirement assets are reduced by the amount decided by the court. The insured person's retirement benefits which are linked to it are reduced in consequence as well as all the other pension plan benefits possibly determined on the basis of these accounts. All the other accounts of the person insured that are held by the Foundation (mandatory part of the retirement assets, any vested benefits, any repurchases, savings contributions) are also reduced proportionally according to the relationship between the vested benefits before and after the division due to the divorce;
- In the event of an active insured person's retirement during divorce proceedings, the Foundation reduces the part of the leaving benefits to be transferred to the ex-spouse creditor and of the insured person's retirement pension. The reduction corresponds to the amount that the benefits would have been reduced before the validation of the divorce judgement if their calculation was based on the retirement assets reduced by the part transferred from the leaving benefits. In the absence of a judgement to the contrary, the reduction is split in half between each of the ex-spouses. The part of the insured person is transformed into an actuarial reduction of the retirement

pension, the beneficiaries amount is assigned to the shared amount. When the divorce judgement comes into force, the retirement pension is permanently adapted on the basis of the retirement assets still available following the division of the occupational pension plan in conformity with Art. 19g para 1 OLP;

- In the case of an active insured person, the amount transferred within the framework of the division may become the object of a total or partial repurchase according to Art. 7.3. The mandatory part of the said repurchase is determined proportionally and increases the mandatory part of the retirement assets.

2 When an insured person with a full disability pension is called upon to share their pension plan benefits, the Foundation adapts their benefits as follows:

- The amount of hypothetical retirement assets to which the person insured would have a right in the event of the suppression if the disability pension is reduced by the sum set by the court. The insured person's retirement benefits which are linked to it are reduced in consequence as well as all the other pension plan benefits possibly determined on the basis of these accounts. All the other accounts of the person insured that are held by the Foundation (mandatory part of the retirement assets, any vested benefits, any repurchases, savings contributions) are also reduced proportionally according to the relationship between the vested benefits before and after the division due to the divorce;

In plans where the disability pension is defined in function of the projected retirement assets:

- The current disability pension is decreased; to this end, the amount set by the court is deducted from the retirement assets and the disability pension is then recalculated on the basis of the reduced retirement assets. The disability pension may be reduced at most by the amount that it would have been reduced if it had been recalculated on the basis of the retirement assets decreased by the part of the leaving benefits transferred. The reduction of the disability pension may not exceed however, proportionally, the relation between the transferred part of the leaving benefit and the total leaving benefit. The liberation from contributions and possible pensions for children of disabled persons remain unchanged. Any possible future pensions for children of a disabled person are calculated in the basis of the reduced disability pension.

In plans where the disability pension is defined in function of the insured salary:

- The division of the pension plan has no incidence on current disability benefits (disability pension, contribution waivers, any pensions for children of a disabled person) or on any future pensions for children of a disabled person;

In both types of plan:

- In the event of a disabled insured person's retirement during divorce proceedings, the Foundation reduces the part of the hypothetical leaving benefits to be transferred to the ex-spouse creditor and the insured person's retirement pension. The reduction corresponds to the amount that the benefits would have been reduced between the moment of the regulatory age of retirement is reached and the validation of the divorce judgement if their calculation was based on the retirement assets reduced by the part transferred from the leaving benefits. In the absence of a judgement to the contrary, the reduction is split in half between each of the ex-spouses. The part of the insured person is transformed into an actuarial reduction of the retirement pension, the beneficiaries' amount is assigned to the shared amount. When the divorce judgement comes into force, the retirement pension is permanently adapted on the basis of the retirement assets still available following the division of the occupational pension plan in conformity with Art. 19g para 2 OLP;
- In the case of an insured person who receives a full disability pension, the amount transferred within the framework of the division may become the object of a repurchase according to Art. 7.3.

3 When an insured person with a retirement pension (including those who previously received a disability pension) is called upon to share their pension plan benefits, the Foundation adapts their benefits as follows:

- The current retirement pension is reduced by the amount set by the court as of the date of validity of the divorce judgement. The part of the reduction of the current retirement pension is converted into a lifetime pension paid to the ex-spouse creditor by the Foundation in accordance with the provisions of Art 19h OLP;
- The pensions for children of a disabled person that exist at the time of introduction of the divorce proceedings and the orphans' pensions that would result are not adapted. Conversely, pensions for children of retired persons born after the introduction of divorce proceedings are determined on the basis of the reduced retirement pension;
- The Foundation proposes a single payment to the ex-spouse creditor instead of the periodic payment of shares in the divorce pension at the actuarial conditions in force at the time the divorce judgement takes effect. After the single payment, all the rights of the ex-spouse with regard to the Foundation are deemed to have been satisfied. Failing this, the payment of the sum of the parts of the monthly divorce pension that cannot be paid monthly in cash to the ex-spouse creditor is made each year, at the latest on December 15, with interest at the minimum LPP rate;
- In the case of an insured person who receives a retirement pension, the amount transferred within the framework of the division may not become the object of a repurchase according to Art. 7.3.

4 The case of a partially active and partially disabled insured person is treated by analogy. If the divorce judgement does not mention it, the amount resulting from the division of the pension plan is first withdrawn from the active part of the insured person. The active person insured who is partially disables and whose vested benefits have been reduced due to a divorce, may at all times increase their retirement assets through personal repurchase(s) according to Art. 7.3. In this case, the limitations on regulatory repurchases do not apply until they reach the amount of the transfer due to divorce. The same applies to disabled persons who have a full disability pension. However, retired persons may not repurchase benefits lost in a divorce through personal repurchases.

5 The amount resulting from the division of the pension plan is transferred to the pension plan institution of the ex-spouse creditor, failing that, to a vested benefits institution in conformity with articles 2 and 4 LFLP, applicable by analogy. If the name of the pension plan or vested benefits of the ex-spouse creditor has not been communication to the Foundation, the latter pays the amount to the Substitute Institution, at the earliest in six months and at the latest two years, after the date set for the transfer.

6 As of the age of 58 or in the cases provided for in Art. 5 LFLP, the ex-spouse creditor may request a cash payment directly to their account.

7 As of the regulatory AVS age of retirement, the benefits of the spouse creditor will be paid directly unless they request a transfer to their pension plan institution and that the latter accepts such payments.

9.4.3. Division of the pension plan when the person insured with the Foundation is a benefits creditor

1 When an active insured person has the right to a benefit due to a divorce judgement (capital of pension), the Foundation uses the amount received as an input of vested benefits. This benefit is credited to the retirement assets proportionally to the way in which the amount has been withdrawn from the pension fund of the ex-spouse, debtor in the division.

2 If the contribution to which the insured person is entitled exceeds the full regulatory benefits, they may choose one of the following solutions:

- With the agreement of the Foundation, they may use the surplus of the benefit received to finance future increases in regulatory benefits;
- They may use the surplus in another form that is allowed (vested benefit account of policy);
- They may request its transfer to a supplementary institution.

3 When an insured person with a full disability pension has the right to a benefit due to a divorce judgement (capital of pension), the Foundation uses the amount received as an input of vested benefits. This benefit is credited to the hypothetical retirement assets proportionally to the way in which the amount has been withdrawn from the pension fund of the ex-spouse, debtor in the division.

4 In the event of partial invalidity, the amount is first credited to the retirement assets of the active portion.

5 If the contribution to which the insured person is entitled exceeds the full regulatory benefits, they may choose one of the following solutions:

- With the agreement of the Foundation, they may use the surplus of the benefit received to finance possible future increases in regulatory benefits;
- They may use the surplus in another form that is allowed (vested benefit account of policy);
- They may request its transfer to a supplementary institution.

In the plans where the disability pension is defined in function of the projected retirement assets:

6 the current disability pension is increased; to this end, the amount set by the court increases the retirement assets and the disability pension is then recalculated on the basis of the reduced retirement assets. The liberation from contributions and possible pensions for children of disabled persons remain unchanged. Any possible future pensions for children of a disabled person are calculated in the basis of the increased disability pension.

In the plans where the disability pension is defined in function of the insured salary:

7 The current disability pension is not increased by this contribution. In the event of a partial disability, this credit does not engender an increase either if the degree of disability is modified for the same cause.

8 When a retired insured person receives a benefit in virtue of a divorce judgement (capital or pension), the amount granted is paid to them directly and has not effect on the current regulatory benefits. In no case may the person insured use the benefits to obtain an increase in their regulatory retirement benefits.

9.4.4. Common provisions

1 If a payment for the home ownership incentive scheme has been made during the marriage, the decrease in capital and the loss of interest are split proportionally between the retirement assets acquired before marriage and the assets constituted during the marriage until the date of payment.

2 If the advance payment was made before January 1, 2017 and that the part of the minimum LPP retirement assets can no longer be established, the amount reimbursed is split between the minimum LPP retirement assets and the remainder of the retirement assets in the same proportion as just before the reimbursement.

3 Each year, before the end of January, the Foundation declares all the persons for whom it has managed assets during the month of December of the previous year to the Central for the 2nd Pillar.

9.5. Children with a right to a pension

1 The children of an insured person who have a right to a pension are:
- The biological and adopted children;
- Foster children, having a right to a pension in conformity with the AVS/AI;
- Children of the spouse whose upkeep the insured person provides in a durable and substantial manner.

2 The age limit for the right to a child's pension is defined in the pension plan.

3 The right to a pension continues to apply after reaching the age limit;
- As long as the child is in training, at the most until the age of 25.
- As long as the child is not capable of working, as long as they are disabled at 70% at least and that the disability has occurred before the age of 25. The amount of the pension depends upon the degree of disability.

4 The right to a pension ceases when the child dies.

9.6. Measures in the event of failure to meet maintenance obligations

1 If an insured person who is liable to pay maintenance contributions is in arrears by at least four monthly instalments and the specialised debt collection office knows that the insured person is affiliated to the Foundation, the specialised office may report this person to the Foundation.

2 When the Foundation receives a notification concerning one of its insured persons, it shall inform the specialised office without delay by registered post of the expiry of the following claims and benefits:

a. payment of the lump-sum benefit, if the amount reaches at least CHF 1,000
b. payment in cash within the meaning of Art. 5 LFLP/FZG, if the amount is at least CHF 1,000
c. . an advance withdrawal to encourage home ownership, the pledging of pension assets and the realisation of the pledge on these assets.

3 The Foundation may make the payments referred to in para. 2 at the earliest 30 days after notification to the specialised office.

9.7. Place of execution

1 The benefits payable according to the terms of the present Rules and Regulations are paid at the domicile of the beneficiaries if they are resident in Switzerland, on the territory of a State member of the European Community, in Iceland, Lichtenstein or Norway. For all other beneficiaries, the benefits are paid to a bank account in Switzerland.

2 Pension plan benefits are paid in Swiss Francs.

9.8. Prescription

1 The right to benefits is not limited in time as long as at the date of the insurance case, the insured persons have not left the pension fund institution.

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2 For claims for periodic contributions and benefits, the limitation period is 5 years; for other claims, it is 10 years. The Arts. 129 to 142 CO are applicable.

9.9. Modifications to the rules & regulations

1 The Foundation Board may, at any time, adapt the present Rules and Regulations to the evolution of situations, in particular to changes in legal provisions or enacted by the Supervisory Authority, the rights acquired by the persons insured must be respected.

2 The Pension Plan Committee may make modifications to the pension plan with the agreement of the Foundation. These modifications come into force generally at the beginning of a new civil year.

9.10. Transitory provisions

1 For insured persons presenting a work or earning incapacity which gives them or would give them the right to disability or survivors' benefits, it is, without contrary provision, the insured salary valid at the beginning of the work incapacity, as well as the retirement age and the Rules and Regulations in force at that same date that are decisive.

2 For the beneficiaries of retirement, survivor's or disability benefits who had the right to a pension before the present Rules and Regulations came into force, it is the previous Rules and Regulations that continue to be applied.

3 Concerning the rights to benefits of survivors acquired by persons with a work incapacity, disability or receiving a retirement pension, it is the Rules and Regulations in force when the new pension plan case occurred that are applied.

4 If the work incapacity whose cause led to an earning incapacity or death of the insured person occurred before January 1, 2005, it is the insured salary valid at the beginning of the work incapacity that applies, in derogation from the letter c of the final provisions of the modification of August 18, 2004 of the OPP 2. The minimum legal prescriptions are met.

5 For retirement pensions that replace a disability pension, the conversion rate applicable is that which is in force on the date of conversion of the retirement assets into a pension.

6 Insured persons who have reached 58 years of age when their employment is terminated by their employer, between 31 July and 31 December 2020, have the right to request the continuation of their insurance in accordance with Art. 6.1 para. 3 et seq. as of 1 January 2021. They must submit their request to the Fondation at the latest by 31 January 2021.

7 If the insured person was in receipt of disability benefits before the first of January 2022 and if the Disability Insurance revises the degree of disability with at least 5 points of percentage as from the first of January 2022, the new disability benefits of the Foundation will be recalculated on the basis of the new ratio of pension benefits defined by the Disability Insurance as regards the insured professional activity in the context of the Foundation. However, the following cases are reserved:

- Insured persons who are at least 55 years old on the first of January 2022, i. e. who are born between 1957 and 1966;
- Insured persons who are 30 to 54 years old on the first of January 2022, i. e. who are born between 1967 and 1991 if the change of the degree of disability defined by the Disability Insurance results in a reduction of the pension in case of increase of the degree of disability, or if this change results in an increase of the pension in case of reduction of the degree of disability due to the new staggering of disability pensions introduced by Article 24a LPP;
- Insured persons who are less than 30 years old on the first of January 2022, i. e. who are born

between 1992 and 2003 if the change of the degree of disability defined by the Disabiliy Insurance results in a reduction of the pension in case of increase of the degree of disability, or if this change results in an increase of the pension in case of reduction of the degree of disability due to the new staggering of disability pensions introduced by Article 24a LPP.

9.11. Version

1 The present Rules & Regulations were drawn up in the French language; they may be translated into other languages.

2 If there is a discrepancy between the French language version and the translations into other languages, the French version shall be regarded as binding.

9.12. Entry into force

1 The present Rules and Regulations take effect on January 1, 2024.

In the name of the Foundation's Board

The President | Member of the Foundation Board

Addendum 1: Rules of application of the promotion of home ownership

1. Purpose of use

1 The means of occupational pension plan may be used, either through a pledge, or by an early withdrawal to:

a. Acquire or build owned accommodation;

b. Acquire shares of ownership in an accommodation. Are authorized:
- The acquisition of membership shares in a housing cooperative;
- The acquisition of shares in a tenant-public limited company;
- Granting a partial loan to a public utility construction organisation;

c. Amortization of existing mortgages.

2 An early withdrawal is also allowed for investments destined to increase and maintain the value of a owner-occupied residence.

3 The residence that the insured person wants to acquire must be for their own needs. Secondary residences are excluded.

4 The occupational pension plan funds may only be used for one object at a time.

2. Pledge

1 The insured person may, at the latest 3 years before the age of ordinary retirement, pledge their right to pension benefits up to the amount of the vested benefits acquired, the restrictions of Art. 6.1 para. 8 remain reserved. Successive adaptations of the pledge up to the maximum amount authorized (see Art. 4 hereafter) are authorized. If the insured person is married, a pledge can only be made with the written consent of their spouse (authenticated signature). If it is not possible to obtain this consent, the insured person may appeal to the civil court.

2 As regards the amount of the pledge, the written consent of the secured creditor is required to:
- The cash payment of the vested benefits;
- The payment of vested benefits;
- The transfer of a portion of the vested benefits, following a divorce, to the pension plan institution of the divorced spouse.

3 If the secured creditor refuses their consent, the amount must be secured by the Foundation. The judge then rules on the rights of the secured creditor.

3. Early withdrawal

1 The insured person may, at the latest 3 years before the ordinary age of retirement, assert their right to a withdrawal according to Art. 1, the restrictions of Art. 6.1 para. 8 remain reserved. The maximum amount available corresponds to the vested benefits at the time of the withdrawal, subject to Art. 4. The minimum amount of an early withdrawal is CHF 20,000.-, with the exception of use according to Art. 1 para 1 letter b above.

2 The insured person may request an early withdrawal once every five years. Art. 59 para. 3 LPP is reserved.

3 If the insured person is married, an early withdrawal can only be made with the written consent of their spouse (authenticated signature). If it is not possible to obtain this consent, the insured person may appeal to the civil court.

4. Age-related limits

1 After reaching the age of 50, the insured person may make an early withdrawal or a pledge up to the higher of two amounts: a) and b) as follows:

a. The vested benefits available at the age of 50, increased if need be, by reimbursements made after this age; reduced, if need be, by early withdrawals or the proceeds of pledges made after that age;
b. Half the difference between the vested benefits at the time of early withdrawal and the vested benefits already used at this date for the acquisition of home ownership.

5. Time limits for granting early withdraw

1 The insured person must submit a written demand for early withdrawal to the Foundation, with the supporting documents (sales contract, loan contract, notarized certificate for owner-occupied properties in other countries, etc.).

2 The Foundation takes position on the request and, if need be, transfers the amount to the designated creditor at the latest within 6 months from the date of the insured person's written request.

3 If, for reasons of liquidity or deficit, the payment is not possible or cannot be reasonably required in the 6 months, the following order will be applied to the payments: firstly, the amounts destined for the realisation of pledges, then for the acquisition or construction and, lastly, for the reimbursement of mortgages.

4 During the period of deficit, the Pension Plan Committee may limit the payment of early withdrawals, both in terms of time limits and of amounts, or even refuse them completely when the withdrawal is to be used to pay off mortgages. If the withdrawal is limited or refused, the Pension Plan Committee informs the person insured of the duration and extent of these measures.

5 The payment is made directly to the insured person's creditor, on presentation of the requisite documents.

6. Tax aspect

1 The Foundation declares early withdrawals or the realisation of a pledge against vested benefits, as well as reimbursements made, to the Federal Tax Administration.

2 Early withdrawals are subject to tax as a capital benefit obtained from a pension plan. The realisation of a pledge is treated like an early withdrawal.

3 When an early withdrawal is reimbursed, the taxpayer may request restitution of the tax paid at the time of the early withdrawal or the realisation of a pledge. The request must be sent to the Tax Administration of the canton in which the tax was paid. The right to a refund of taxes paid lapses within 3 years of the reimbursement.

7. Reimbursement

1 The amount received must be reimbursed to the Foundation by the insured person or their heirs if the home is sold or if not pension plan benefits are payable in the event of the death of the person insured.

2 Voluntary reimbursement is possible at any time until the beginning of entitlement to retirement benefits occurs, at the latest, however, at the ordinary age of retirement. The minimum reimbursement amount is CHF 10,000.- unless the early withdrawal was for a lesser amount. The amount reimbursed represents a single payment to increase the insured retirement benefits in conformity with Art. 4.1 of the present Rules and Regulations.

3 The transfer of the ownership of the home to a beneficiary in the sense of the pension plan provisions is not considered to be an alienation. This beneficiary is however subject to the same restriction on the sale of property as the insured person.

8. Guarantee of the pension fund purpose

1 The Foundation requires the land register to enter a statement restricting the right to dispose of the residential property.

2 The entry in the land register shall be deleted:

a. At the beginning of entitlement to retirement benefits, at the latest, however, at the ordinary age of retirement;
b. After the occurrence of a pension plan case;
c. In the event of cash payment of the vested benefits;
d. When full reimbursement of the early withdrawal is made to the Foundation.

3 If the insured person acquires shares using the early withdrawal, these shares must be deposited with the Foundation until one of the above-mentioned cases occurs.

4 The acquisition of shares in a construction and housing cooperative with pension plan funds is only permitted when the rules and regulations of the cooperative provide that when the insured person leaves the cooperative, the pension plan funds invested are transferred to another construction and housing cooperative or another construction organisation in which the person insured personally has a home or are returned to an occupational pension plan institution. This provision applies by analogy to holdings in a limited company of tenants or other public utility construction organisation.

9. Supplementary law

1 The provisions of the LPP and the Ordinance on the Encouragement of Home Ownership by means of the occupational pension plan are applicable to cases not provided for in the present Rules of Application.

10. Participation in costs

1 Fees, taxes and other charges to be paid to third parties in connection with an early withdrawal or pledge (e. g. for the deposit of shares) shall be borne by the insured person.

2 For any early withdrawal or pledge, the Foundation may levy a contribution from the insured person to cover their costs. The amount is defined in the Rules and Regulations of Costs.