

## Regulations

The following regulations are based on Art. 9 of the Articles of Association of the Vested Benefits Foundation Swiss Life (hereafter Foundation):

### Art. 1 Opening of vested benefits accounts

The Foundation accepts payments from employee benefits institutions in favour of policyholders who leave their position with an employer affiliated to this employee benefits institution before entitlement to pension benefits arises. The Foundation also accepts payments from other institutions that serve to maintain employee benefits coverage and, in cases stipulated by law, from policyholders themselves.

A separate account (vested benefits account) is set up for every policyholder at a bank governed by Swiss law. Policyholders receive an annual statement of their pension plan savings.

### Art. 2 Interest

The Board of Trustees sets the applicable interest rate. Interest is credited to the vested benefits account at the end of each calendar year. After reaching the BVG reference age, the policyholder is only entitled to interest on the pension plan savings in the vested benefits account for as long as he/she defers his/her retirement benefit (see Art. 6, cl. 2 of these regulations). The pension plan savings to be paid out in the event of death (see Art. 7c of these regulations) do not earn interest.

### Art. 3 Investments

The Board of Trustees sets out the investment principles in the investment regulations.

### Art. 4 Individual investments of policyholders

The policyholder can instruct the Foundation to invest all or part of the balance of his or her vested benefits account in entitlements of investment groups of investment foundations pursuant to their regulations in a safekeeping account at a bank governed by Swiss law (vested benefits custody account). In such a case the Foundation is entitled to determine a minimum amount for investments in entitlements of investment groups. The Foundation acquires the units for the individual account of the policyholder and manages them in his name. The investments available to the policyholder are based on the investment regulations. The policyholder is expressly informed of the risks of these investments.

The policyholder may instruct the Foundation at any time to purchase or redeem entitlements on his/her account.

An instruction on investment or divestment is generally implemented within ten bank working days of receipt of the complete instruction by the Foundation. In the event of a transfer or withdrawal of the pension plan assets pursuant to Art. 5 and 6 of these regulations, entitlements are redeemed within ten bank working days of receipt of the completed request by the Foundation. This is subject to the provisions of cl. 4. In the event of death (Art. 7c of these regulations), entitlements are redeemed within ten bank working days of the Foundation receiving proper notification of the policyholder's death in the form of an official confirmation of the death. The deadlines specified above and in cl. 4 may be extended due to public holiday regulations or due to relevant trading days and times.

Once the BVG reference age is reached, the Foundation is entitled, subject to Art. 16, to redeem entitlements in investment groups without explicit instructions from the policyholder, unless the policyholder has informed the Foundation of the deferral of retirement benefits at the time of reaching the reference age (see Art. 6, cl. 2 of these regulations). This right to redeem entitlements without explicit instructions also applies if the policyholder reaches the maximum possible age until which retirement benefits can be deferred. If the policyholder who deferred the retirement benefit informs the Foundation of the cessation of gainful employment (see Art. 12, cl. 2 of these regulations), the entitlements shall be redeemed within ten bank working days of receipt of the corresponding notification by the Foundation.

In justified cases, the Foundation may exchange or sell individual or all collective investments in which policyholders are invested and invest the released pension plan savings in an account solution. The policyholders will be informed of this in an appropriate manner.

The issue and redemption prices correspond to the price calculated by the investment foundation on the valuation date. The proceeds of a redemption of units are credited to the insured person's vested benefits account.

For that part of the vested benefits invested in units, there is no entitlement to either a minimum interest rate or capital preservation. The investment risk is borne by the policyholder.

### Art. 5 Transfer of pension plan assets

The policyholder may at any time:

- a) transfer his pension plan savings to an employee benefits institution;

- b) change the institution or form of maintaining employee benefits coverage.

## **Art. 6 Payment of pension plan savings**

The policyholder may withdraw the retirement benefit at the earliest five years before reaching the BVG reference age.

Subject to Art. 16 of these regulations, the following applies: When the BVG reference age is reached, the retirement benefit becomes due and must be withdrawn. However, if the policyholder provides evidence that he/she is still in gainful employment, he/she may defer withdrawal of the retirement benefits by up to five years after reaching the BVG reference age. The Foundation must be notified of a deferral of retirement benefits using the form provided for this purpose.

Early withdrawal of pension plan savings is also permitted if:

- a) the policyholder is drawing 100% disability income from the Swiss Federal disability insurance and the disability risk is not insured in addition;
- b) the request is made by:
  - 1) a policyholder who is leaving Switzerland permanently subject to Art. 25f of the Federal Law on Vested Benefits for Occupational Retirement, Survivors' and Disability Pension Plans;
  - 2) a policyholder who is taking up self-employment and is no longer subject to mandatory employee benefits;
  - 3) a policyholder whose withdrawal benefit is less than his annual contribution;
  - 4) a policyholder who uses his pension savings for: the acquisition and construction of residential property for his own personal use; shares in or repayment of mortgage loans for such residential property.

Policyholders who are married or living in a registered partnership require the written consent of their spouse or registered partner for payments.

Upon payment of the pension plan savings, the Foundation honours its fiscal obligation concerning withholding tax by reporting the taxable benefit to the Swiss Federal tax authorities within the framework of Art. 19 of the Federal Law on Withholding Tax (VStG).

## **Art. 7 Employee benefits**

On the basis of Art. 13, 14 and 16 FZV, the employee benefits consist of the following:

- a) the pension plan assets in the event of retirement within the meaning of Art. 6, cl. 1 and 2 of these regulations;
- b) the pension plan assets in the event of disability pursuant to Art. 6, cl. 3a of these regulations;
- c) the pension plan savings in the event of death.

## **Art. 8 Payment of the pension plan savings**

The pension plan savings are paid or transferred exclusively in lump-sum form and within 31 days of receipt of the completed request. In the event of a securities investment, the divestment shall take place within the deadlines set out in Art. 4 of these regulations.

The amount of the pension plan assets corresponds in each case to the balance of the vested benefits account following the divestment of any securities investment and less any fees. The default interest rate for late payment or transfer corresponds to the interest rate set out in Art. 2.

## **Art. 9 Assignment and pledging**

The pension plan savings can be neither pledged nor assigned. The exceptions are described in Art. 30b of the BVG, Art. 331d of the Swiss Code of Obligations and Arts. 8 and 9 of the Ordinance on the use of occupational pension savings for home ownership (WEFV).

## **Art. 10 Beneficiaries**

The following persons are permissible beneficiaries:

- a) the policyholder upon survival
- b) upon death, the following in the order listed:
  - 1) the survivors in accordance with Arts. 19, 19a and 20 of the BVG;
  - 2) natural persons who were to a large extent financially dependent on the deceased, or a person who had cohabited with the deceased in a continuous marriage-like relationship in the five years prior to the latter's death, or must support one or more children from the relationship;
  - 3) the children of the deceased, who do not fulfil the conditions in accordance with Art. 20 of the BVG, the parents and siblings;
  - 4) other legal heirs (excluding cantons and communes).

The policyholder may specify beneficiaries' entitlements more precisely and expand the group of persons defined above under b1) to include those defined in b2).

If the policyholder does not specify the beneficiaries' entitlements in detail, the Foundation shall distribute the assets in equal parts per capita if there are several beneficiaries in one group.

The form provided by the Foundation is to be used to determine beneficiaries, alter their order or specify their entitlements in greater detail in the event of death.

The clarifications and/or amendments entered on the form are only taken into account in the distribution if the Foundation is informed of them at the latest upon payment of the lump-sum death benefit.

If the policyholder has not informed the Foundation of the existence of a life partner, the latter shall assume that such a partner does not exist. The Foundation is not obliged to actively seek out the life partner. This applies as well to natural persons who have enjoyed the substantive support of the policyholder, and to persons who must provide for a joint child.

A beneficiary will be refused benefits if the Foundation becomes aware that the policyholder's death was intentionally caused by the beneficiary. The benefit in question is paid to the next beneficiary in line.

#### **Art. 11 Liability**

The Foundation is not liable for consequences to the policyholder resulting from a failure to comply with the legal, contractual and regulatory obligations.

#### **Art. 12 Communications, instructions and requests**

The policyholder is obliged to inform the Foundation immediately of all changes of name, address and marital status.

If the policyholder defers his/her retirement benefit beyond the reference age (see Art. 6, cl. 2 of these regulations), he/she must inform the Foundation immediately and unprompted of any termination of his/her employment, subject to Art. 16 of these regulations.

Notifications from the Foundation to the policyholder are sent in writing to the last address provided to the Foundation by the policyholder or in another form which enables proof to be provided by text. Notifications to the policyholder can also be made via a digital customer portal of the Foundation. Such notifications are deemed to have been legally sent if they are retrievable on the Foundation's digital customer portal. The terms and conditions of use of the relevant customer portal may contain more specific provisions.

The policyholder and/or entitled person is responsible for proving the legitimacy of his/her claim to the Foundation in a manner deemed necessary by the latter, for providing all necessary information for the assertion of his/her claim to

payment of the employee benefit and/or pension plan assets and for submitting the requisite supporting documents and evidence. In any case, the Foundation is entitled to request additional clarification. It may require official or notary certification of signatures and documents.

A written or electronic form provided for this purpose must be used for instructions and requests from the policyholder and the entitled persons. An instruction or request is only complete once the Foundation has received all the information, documents and evidence required by it.

#### **Art. 13 Termination of the employee benefits relationship by the Foundation**

The Foundation is entitled to close vested benefits accounts or custody accounts with a balance of CHF 0 without notifying the policyholder in advance.

#### **Art. 14 Amendments to these regulations**

The Foundation is entitled to make changes to these regulations at its own discretion. Any changes to the regulations are to be communicated to the relevant supervisory authority, however they do not require the approval of the supervisory authority. The policyholder shall be suitably informed of any such changes. Amendments to the legal provisions which form the basis for the regulations shall not be subject to this requirement and prevail.

#### **Art. 15 Fees**

The Foundation may charge fees. These are debited to the account balance. The list of fees will be communicated to the policyholder when the account is opened. The Foundation reserves the right to amend its fees at any time. The current list of fees can be requested from the Foundation at any time.

#### **Art. 16 Transitional provisions for Art. 6 and 12, cl. 2 of these regulations**

The policyholder may defer payment of the retirement benefit until 31 December 2029, but only for a maximum of five years beyond reaching the reference age, without continuing in gainful employment. Until 31 December 2029, there is no obligation to inform the Foundation of termination of employment during the deferral period. The Foundation assumes that all policyholders who reach or exceed the reference age before 31 December 2029 will defer their retirement benefits; until this date, the Foundation does not have to be informed of the deferral of retirement benefits.

#### **Art. 17 Applicable law and place of jurisdiction**

These regulations are exclusively governed by Swiss law. Swiss courts alone shall be responsible for judgements concerning any disputes that may arise.

**Art. 18 Legal effect**

These regulations enter into force on 1 January 2025 and replace the previous version.

Zurich, October 2024