

Pension regulations

Having regard to Art. 6 of the articles of association of the Independent Vested Benefits Foundation Schwyz (hereinafter the "Foundation"), the Foundation Board shall adopt the following pension regulations:

Art. 1 Purpose

1. The Foundation serves to maintain pension protection in another form in accordance with Art. 4 of the Vested Benefits Act (VBA) and to further develop occupational pension provision by means of collective management of the vested benefits capital entrusted to it. For this purpose, the Foundation accepts termination benefits and vested benefits from insured persons.
2. The Foundation can offer insurance protection to cover the risks of disability and death and conclude insurance contracts for this purpose.

Art. 2 Content of the regulations

These pension regulations regulate the rights and obligations of the insured person (hereinafter the "Client") and entitled parties towards the Foundation.

Art. 3 Benefits agreement – Application to open an account/custody account

1. Accession to the Foundation takes place with the conclusion of the benefits agreement and ends with its dissolution.
2. The Client shall apply to the Foundation for a vested benefits account and/or custody account using the appropriate form. The termination benefits pertaining to a previous pension fund may be transferred to a maximum of two vested benefits institutions. The Client shall bear sole responsibility for this.
3. The decision as to whether the benefits agreement is concluded shall be the responsibility of the management. The Foundation Board shall issue guidelines to this effect.
4. Upon conclusion of the benefits agreement, the Client is entitled to transfer vested benefits or termination benefits to the Foundation.

Art. 4 Opening of an account/custody account

1. The Client has the option of choosing the account solution and/or the securities solution.
2. For each Client, the Foundation shall open and maintain a vested benefit account/vested benefits custody account in the name of the Client with a bank (hereinafter the "Custodian Bank") subject to the Swiss Financial Market Supervisory Authority FINMA.

3. Only termination benefits or vested benefits credit balances from tax-exempt pension or vested benefits institutions may be paid into the vested benefits account/custody account. Subsequent contributions are only possible if they are termination benefits or pension assets of a pension institution or another vested benefits foundation or repayments in accordance with Art. 30d of the Occupational Pensions Act (OPA).
4. The Client must inform the Foundation about the termination benefits or vested benefits credit balances from previous pension arrangements and, in particular, state the compulsory and supplementary proportion of their termination benefits/vested benefits credit balances in the process.

Art. 5 Vested benefits account

1. The Client must submit an application to open a vested benefits account.
2. Among other things, the vested benefits account is credited with:
 - a. transferred termination benefits or vested benefits credit balances
 - b. any payments from other tax-exempt institutions that serve to maintain pension protection
 - c. transfers from the division of pension assets in the event of divorce
 - d. refunds in accordance with Art. 30d OPA
 - e. interest and securities income
3. Among other things, the vested benefits account is debited with:
 - a. Transfers of pension assets to other pension/vested benefits institutions
 - b. Transfers of pension assets in the event of divorce
 - c. Withdrawals by the Client within the scope of legal provisions
 - d. Fees specified in the fee regulations and benefits agreement
 - e. Any risk premiums
 - f. Losses from securities savings
4. Credits and debits are made pro rata in favour of or against the compulsory and supplementary part of the retirement savings capital.

Art. 6 Interest on vested benefits account

1. The interest rate of the vested benefits account is determined by the Foundation Board per product and product provider and is continuously adjusted to market conditions. The applicable interest rate can be found on the Foundation website or the respective client portal (if available).
2. Interest is credited at the end of every calendar year.
3. If the Client leaves the Foundation during the course of a year, interest will be calculated pro rata temporis up to the value date of their departure.

Art. 7 Vested benefits custody account

1. The Client must submit an application to open a vested benefits custody account. They may instruct the Foundation to invest part or all of the balance of their pension capital in securities.
2. The Foundation shall acquire the investments for the Client's individual account. When investing the pension assets in securities, there is neither a claim to a minimum interest rate nor to a guaranteed asset value. The investment risk is borne solely by the Client.
3. Purchase and sale orders of the Client to the Foundation may be issued at any time, subject to subsection 4 below. Orders shall be processed in a punctual manner according to the holiday regulations of the Foundation's canton of domicile, the Custodian Bank and the trading days/trading hours of the stock exchange. Orders shall be executed at the best possible price at all times.
4. Purchase and sales orders shall be executed at least once per week. The Client receives interest for the period between receipt of payment and the investment. The applicable interest rate is published on www.uvzh.ch and www.unabhaengigevorsorge.ch or can be requested from the Foundation. In order to be able to invest, the deposits must be credited to the Client's account/custody account at least three working days before the investment date and booked three working days before the investment date. The Foundation bears no liability, except for gross negligence on its part, for any delays in investments or disinvestments.
5. If the Client has selected an investment strategy in the pension agreement, it is incumbent upon the Foundation to implement this with OPO 2 (Occupational Pension Ordinance) compliant investments.
6. The issue and redemption price correspond to the price calculated by the respective fund managers on the valuation date, less any fees specified in the fee regulations or benefits agreement.
7. If the balance on the vested benefits account is too low to cover any fees accruing in accordance with the fee regulations and benefits agreement, the Foundation may sell securities to the extent required and debit the vested benefits account accordingly.

Art. 8 Investments in the securities solution

1. The Foundation Board shall decide on the investment options offered to the Client in accordance with Art. 19a of the Vested Benefits Ordinance (VBO) and determine the investment guidelines.
2. Collective investments must be subject to supervision by FINMA or have been approved by FINMA for distribution in Switzerland or have been issued by Swiss investment foundations.
3. Alongside direct investment and money market investments, investment instruments are primarily investment groups of investment foundations, institutional tranches of investment funds, retrocession-free fund tranches and ETFs.
4. Asset management mandates may be implemented with direct investments or collective investment vehicles. If, in exceptional cases, funds that pay retrocessions are used within the framework of asset management mandates, the Client is entitled to these retrocessions.

Art. 9 Information obligation

1. After opening the vested benefits account or custody account, the Foundation will send the Client a confirmation and, at the beginning of each year, an account/custody account statement for the past year stating all transactions, including interest credited and the balance of the pension assets.
2. The Client must notify the Foundation of any changes to their address, name and civil status. If the Client is married or lives in a registered partnership, they must also inform the Foundation of the date of marriage or registration of the partnership. The Foundation declines any responsibility for the consequences of insufficient, late or incorrect information about address and personal details.
3. Notices to clients shall be deemed to have been legally delivered if they have been sent to the last address recorded by the Foundation or if they can be accessed via the respective client portal (if available).
4. All correspondence from the Client must be addressed directly to the Foundation and/or the relevant adviser in accordance with the application. The address of the Foundation can be found on the Foundation website.

Art. 10 Order of beneficiaries

1. If the Client dies, the following persons, in descending order, shall be the beneficiaries:
 - a. the survivors according to Art. 19, 19a and 20 OPA
 - b. natural persons who have received substantial support from the Client, or the person who has lived with the Client continuously for the last five years until their death, or who is responsible for the maintenance of one or more common children
 - c. the children of the deceased who do not meet the requirements of Art. 20 OPA, in their absence
 - d. the parents, in their absence
 - e. the siblings, in their absence
 - f. the other legal heirs, excluding the community.
2. The Client has the right to specify the claims of beneficiaries in more detail and to expand the group of individuals according to Art. 10 subsection 1 letter a with those according to subsection 1 letter b. The group of individuals according to Art. 10 subsection 1 letter c may be expanded with those according to subsection 1 letters d and e or the order of beneficiaries according to subsection 1 letters c to e may be changed.
3. If the Client does not specify the claims of the beneficiaries in further detail, the Foundation will divide the credit equally per person, if there are several beneficiaries that are members of the same group.
4. If, in the event of death, beneficiaries are specified, their order changed or claims specified in more detail, the form provided by the Foundation is to be used.
5. The specifications and/or changes notified on the form shall only be included in the distribution if the Foundation has been informed of these during the lifetime of the Client.
6. If the Client has not informed the Foundation of the existence of a civil partner during their lifetime, it shall assume that no civil partner exists. The Foundation is not obliged to actively seek the partner. This also applies to individuals who have received significant support from the Client and to persons required to pay for the maintenance of a common child.
7. The beneficiaries or persons who make a claim to the Foundation stating that they are entitled to benefits following the death of the Client must provide the Foundation with evidence to confirm that they meet the requirements for entitlement. In particular, the person who cohabited with the Client must provide the Foundation with evidence confirming that they had cohabited continuously for the last five years preceding the Client's death.
8. The Foundation may reduce or refuse its benefits to an entitled person if it becomes aware of the person having deliberately brought about the death of the Client. The Foundation is not obliged to carry out investigations regarding this. The benefits that become available will fall to the next beneficiary in accordance with subsections 1 to 3 above.

Art. 11 Premature termination of the account and custody account relationship by the Foundation

If no funds have been credited to the vested benefits account/custody account within six months of it being opened, the Foundation reserves the right to terminate the vested benefits account/custody account.

Art. 12 Withdrawal of pension assets

1. Pension benefit assets may not be paid out more than five years before reaching the normal retirement age. Benefits shall be due on reaching the nominal retirement age. If the Client proves that they are still employed, they may delay the withdrawal of benefits for a maximum of five years after reaching the nominal retirement age. Clients who reach the nominal retirement age before 31 December 2029 may delay the withdrawal of benefits without providing any proof to 31 December 2029, or for a maximum of five years after reaching the normal retirement age.
2. An early transfer of the pension assets is permissible if:
 - a. the Client uses the pension assets for a transfer to a pension fund or vested benefits institution. If the Client joins a new pension fund, the vested benefits institution must transfer the pension capital to the new pension fund in order to maintain pension protection. The Client may change their vested benefits institution or the form in which their pension protection is maintained at any time.
 - b. the Client receives a full disability pension from the Federal Disability Insurance (IV) and the disability risk is not insured (Art. 16 para. 2 VBO)
 - c. the request is made by:
 1. a Client who is leaving Switzerland permanently (Art. 14 VBO in conjunction with Art. 5 VBA, Art. 25f VBA remains reserved).
 2. a Client who takes up self-employment as their main occupation and is no longer subject to compulsory occupational benefits (Art. 14 VBO in conjunction with Art. 5 VBA).
 3. a Client whose pension assets are smaller than the annual contributions of the Client in the previous pension relationship extrapolated for an entire contribution year.
 4. a Client who wishes to withdraw their pension assets in advance for the purposes of home ownership (Art. 30c OPA, Ordinance on the Promotion of Home Ownership using Occupational Pension Benefits – PHOO).
3. For the purpose of withdrawing vested benefits or retirement benefits, the Client must use the forms provided by the Foundation and submit the documents required for review. Clients who are married or in a registered partnership require the written consent of their spouse of registered partner. The Foundation may require the signatures to be certified. The costs involved shall be borne by the Client. The Client is solely responsible for all tax consequences resulting from a capital withdrawal.

Art. 13 Payment of benefits

1. Benefits shall be provided in the form of capital and are paid out within 31 days after receipt of the completed application.
2. If a securities solution exists, the underlying securities will be sold on the next possible sale date after receipt of the completed application and in accordance with Art. 7 para. 4 of these regulations. Securities are always sold at the best possible price and the vested benefits credit shall be paid on its due date in accordance with para. 1 above, if this is possible.
3. If a securities solution exists (see Art. 7 of these regulations), retirement benefits can be paid via delivery of the securities to a securities custody account held with the Custodian Bank upon receipt of a written request from the Client. The securities shall be delivered on the due date in accordance with para. 1 (above), if this is possible. Any transaction costs and other fees that arise from the delivery of the securities shall be borne by the Client. The Foundation shall not be liable for risks that may occur as a result of the delivery of the securities. In particular, the Foundation shall not be liable for any losses that arise following a delayed delivery of securities.
4. The amount of benefits shall correspond to the balance of the vested benefits as at the due date, less the charge for fees. In the case of deliveries of securities, the amount of benefits shall correspond to the valuation of the securities custody account at the closing prices on the due date, less the charge for fees.

Art. 14 Pledging and assignment

The entitlement to benefits can neither be legally assigned nor pledged before the due date. Art. 15 and Art. 16 of these regulations remain reserved.

Art. 15 Home ownership promotion

1. The Client can pledge or make an early withdrawal of their vested benefits credit in line with promoting home ownership for their own needs.
2. An early withdrawal of the funds is possible up to five years before the standard Old Age and Survivors' Insurance (OASI) retirement age. Pledging or repayment of the early withdrawal is possible up until the Client reaches the standard OASI retirement age.
3. An early withdrawal is possible every five years.
4. The amount available for the early withdrawal or pledge generally corresponds to the vested benefits credit balance. If the Client has already reached the age of 50, the Client may only withdraw the vested benefits credit to which they would have been entitled at the age of 50 or half of the existing vested benefits credit.

5. In the case of Clients either married or living in a registered partnership, the written consent of the spouse or registered partner is required for both early withdrawals and pledging. The Foundation may require the signatures to be certified.
6. In addition, the OPA and the PHOO, whose legal regulations and conditions must be complied with at all times, apply.

Art. 16 Divorce

1. In the event of divorce or dissolution of a registered partnership, the court may determine that part of the pension assets acquired by the Client during the period of marriage or registered partnership shall be transferred to the pension fund of their spouse or registered partner.
2. This part of the vested benefits credit shall be transferred to the pension fund or vested benefits institution of the beneficiary by the Foundation in accordance with the provisions of the court ruling.
3. A pension paid to a divorced person can be credited to the vested benefits account/vested benefits custody account in the event of an equitable division of pensions on divorce. In agreement with the divorced persons and the pension fund of the spouse paying the pension compensation, a transfer in the form of capital is also possible.
4. The transferred termination benefit or pension shall be credited to the compulsory and other assets in the ratio in which it was debited from the pension plan of the committed spouse.

Art. 17 Self-employment

A cash payment for a self-employed person can only be claimed at the time of taking up self-employment or within one year after taking up self-employment. After that, a disbursement is only possible for the purpose of business investments.

Art. 18 Failure to comply with the maintenance obligation

1. If a report of a failure to comply with the maintenance obligation pursuant to Art. 40 para. 1 OPA and Art. 13 para. 1 of the Inkassohilfverordnung (Collection Assistance Ordinance) has been received, the vested benefits foundation shall report the date on which the Client is entitled to receive payment to the office responsible if a request for payment has been received pursuant to Art. 12 of these pension regulations.
2. The vested benefits foundation must also report the pledge of pension assets held by the person responsible for providing maintenance in accordance with Art. 30b OPA and the realisation of these pledged assets to the reporting office.

Art. 19 Fees

The Foundation may charge fees in accordance with the fee regulations as compensation for its efforts. These fees shall be charged against the pension assets. The Foundation reserves the right to change its fee regulations at any time. The Client shall be notified of any changes in an appropriate form.

Art. 20 2nd Pillar Central Office

1. If the Foundation does not have clear instructions from the Client for payment on the due date or if the beneficiaries are not clearly known to it, these assets shall be reported to the 2nd Pillar Central Office, but shall remain with the Foundation until further notice.
2. After the expiration of ten years from the standard OASI retirement age (Art. 13 OPA), vested benefits credit balances must be transferred to the OPA Guarantee Fund. If it is not possible to determine the exact date of birth of the Client, vested benefits credit for which the Foundation has not received any information from the Client or their heirs for ten years will also be transferred to the Guarantee Fund (Art. 41 para. 3 and 4 OPA).

Art. 21 Tax reporting obligation

1. The Foundation shall report the disbursement of vested benefits credit to the tax authorities to the extent required by federal and cantonal laws or official orders.
2. If the Client is domiciled abroad at the time of payment, the Foundation shall deduct the withholding tax owed from the vested benefits credit to be paid out.

Art. 22 Liability and complaints

1. The Foundation shall not be liable to the Client for the consequences arising from the Client's failure to fulfil legal, contractual and regulatory obligations.
2. Complaints from the Client regarding orders of any kind or complaints about account or custody account statements and other notifications must be submitted to the Foundation in writing immediately upon receipt of such notification, but within four weeks at the latest. If this notification is not made, the transactions shall be considered confirmed and accepted. The consequences of belated complaints shall be borne by the Client. They shall bear any loss arising from their own or a third party's inability to act unless the Foundation has been informed of this in writing.

Art. 23 Duty of care

The Foundation undertakes to perform all administrative activities in connection with the benefits agreement to the best of its knowledge and belief and to exercise the same diligence as it exercises in its own affairs. Apart from this, the Foundation is only liable for intentional or grossly negligent breaches of contract or law.

Art. 24 Personal Client data

To fulfil its responsibilities under the benefits agreement, the Foundation has engaged Lienhardt & Partners Private Bank Zurich Ltd as well as other service providers, including financial institutions and brokers. By accepting the benefits agreement, the Client agrees that their personal data will be stored and processed by Lienhardt & Partners Private Bank Zurich Ltd and the Foundation's other service providers to implement the benefits agreement and for other purposes specified in the privacy statement, if fulfilment of the respective responsibilities necessitates this. Further information on the data processing undertaken by the Foundation and its service providers can be found in the respective privacy statement. This can be found on the Foundation website.

Art. 25 Authoritative language

If there are differences between different language versions, the German regulations shall be authoritative.

Art. 26 Gaps in the regulations

Insofar as these regulations do not contain any provisions for special circumstances, the Foundation Board shall make a provision corresponding to the purpose of the Foundation.

Art. 27 Changes to the regulations

The Foundation Board may decide to amend these pension regulations at any time. The Client shall be notified of the amendments in writing or electronically. The current version is freely available to the Client at www.uvzh.ch or can be requested from the Foundation.

Art. 28 Electronic communications

The Foundation and the Custodian Bank may fulfil their information and accountability obligations towards the Client by written notification or in electronic form. Electronic account documents are considered delivered as soon as they are available to the Client on the respective client portal (if available).

Art. 29 Caveat regarding legal provisions

Mandatory legal or regulatory provisions take precedence over any contradictory provisions in these regulations and the benefits agreement. In particular, subsequent amendments to laws and regulations shall apply even without the Client being notified thereof.

Art. 30 Place of jurisdiction and applicable law

The regulations are subject to Swiss law to the exclusion of any provisions governing the conflict of laws. The place of jurisdiction is the Swiss registered office or domicile of the defendant, otherwise the registered office of the Foundation. In addition, the Client may take legal action from the place of their residence in Switzerland.

Art. 31 Entry into force

These pension regulations were approved by the Foundation Board on 12 April 2024 and shall take effect on 1 January 2024. They shall replace the previous pension regulations.

Schwyz, April 2024

The Foundation Board of the Independent Vested Benefits
Foundation Schwyz