

Pension regulations

Having regard to Art. 6 of the articles of association of the Independent Foundation for 3a Retirement Zurich (hereinafter referred to as "Foundation"), the Board of Trustees shall adopt the following pension regulations:

Art. 1 Purpose

1. The Foundation is engaged in restricted individual pension provision (pillar 3a) as defined in Art. 82 of the Federal Act on Occupational Old Age, Survivors' and Invalidity Pension Provision (OPA) and the associated implementing ordinances. Its activity extends to the entire territory of Switzerland.
2. The Foundation can offer insurance protection to cover the risks of disability and death and broker insurance contracts for this purpose.

Art. 2 Contents of the regulation

This pension regulation regulates the rights and duties of the client (hereinafter "client") and of the entitled parties with respect to the Foundation.

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

1. The Foundation shall conclude a benefits agreement with the Client, which specifies the details of the pension scheme relationship. The pension scheme relationship shall start on conclusion of this benefits agreement and shall end on termination thereof.
2. Using the appropriate forms, the client applies to the Foundation for a retirement savings account, as well as, if need be, a securities deposit account.
3. The decision as to whether the benefits agreement is concluded rests with the management. The Board of Trustees issues guidelines to this effect.

Art. 4 Opening of an account/custody account

1. The Client has the option of choosing an account solution and/or a securities solution.
2. For each Client, the Foundation opens and maintains a retirement savings account/retirement savings custody account, each in the name of the Client, with a bank ("Custodian Bank") subject to the Swiss Financial Market Supervisory Authority FINMA.

Art. 5 Contributions

1. The Client is free to determine the amount and timing of his tax-deductible contributions to his retirement savings account up to the maximum of the annual tax-deductible amount specified in Art. 7 para. 1 OPO 3 (Occupational Pension Ordinance) in conjunction with Art. 8 para. 1 OPA. Contributions must be received by the last possible payment date in a calendar year, which will be redefined by the Foundation every year, to be credited to the retirement savings account in the same year. Contributions that are received after this payment date cannot be credited retrospectively.
2. The Client shall be liable to the Foundation for any risk insurance premiums at a minimum. The Foundation is entitled to debit the risk premium from the retirement savings account held in the Client's name. If credit balances are invested in securities, the Foundation may sell securities in the amount required for this purpose.
3. If the Client continues working, contributions may be paid at most for five years after reaching the OASI normal retirement age. The full contribution may still be paid in the final year.

Art. 6 Retirement savings account

1. The Client must file an application to open a retirement savings account.
2. Among other things, the retirement savings account is credited with:
 - a. Pension assets from pillar 3a schemes;
 - b. Contributions up to the legally defined maximum amount;
 - c. Interest and securities income.
 - d. the parents, in their absence
3. Among other things, the retirement savings account is debited with:
 - a. Transfers of pension assets to other pillar 3a schemes and for the purposes of voluntary contributions to a pension fund;
 - b. Client withdrawals under statutory provisions;
 - c. Fees specified in the fee regulations and benefits agreement;
 - d. Any risk premiums.

Art. 7 Interest on the retirement savings account

1. The interest rate of the retirement savings account is determined by the Board of Trustees 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 his departure.

Art. 8 Retirement custody account

1. The Client must file an application to open a retirement savings custody account. He may instruct the Foundation to invest part or all of the balance of his pension assets in securities.
2. The Foundation acquires 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. Interest may be paid on assets that have not yet been invested at different conditions from the account solution.
3. Purchase and sale orders of the Client to the Foundation may be issued at any time, subject to subsection 4 below. Orders are punctually processed 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. Executions always take place at market.
4. Purchase and sales orders shall be executed at least once per week. An interest rate that differs from the account solution will be specified for the period between the payment being received and the investment. In order to be able to invest, the deposits must be credited to the Client's account/custody account with good value at least three working days prior to the investment date and booked three working days prior to the investment date. The Foundation bears no liability, except for gross negligence on its part, for any delays in the investment or disinvestment.
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 management on the valuation date, less any fees specified in the fee regulations and the benefits agreement, respectively.
7. If the balance on the retirement savings account is too low to cover any fees accruing, the Foundation may sell securities to the extent required and debit the retirement savings account accordingly.

Art. 9 Information obligation

1. The Client shall receive a confirmation from the Foundation when the retirement savings account or custody account has been opened.
2. At the beginning of each year, the Client shall receive a statement confirming the balance on the retirement savings account and/or portfolio assets as at 31 December and the contributions made in the past calendar year from the Foundation.
3. The Client must notify the Foundation of any changes to the details he has given to the Foundation, such as his address, name and marital status. If the Client is married or lives in a registered partnership, he must also inform the Foundation of the date of marriage or registration of the partnership, respectively. The Foundation declines any responsibility for the consequences of insufficient, late or incorrect information about address and personal details.
4. Notices to Clients shall be deemed to have been legally delivered if they have been sent to the last address noted by the Foundation or if they can be accessed on the Foundation's respective Client portal (if available).
5. All of the client's correspondence is to be directed to the Foundation and/or the corresponding consultant upon request. The address of the Foundation can be found on the Foundation website.
6. If contact with the Client ceases and the Foundation is unable to contact the Client or his relatives, the relevant pension assets will be time-barred 10 years after the Client in question would have reached the age of 70.

Art. 10 Order of Beneficiaries

1. The Client is the beneficiary in the event of his survival.
2. After the Client's death, the following persons, in descending order, are beneficiaries:
 - a. The surviving spouse or the surviving registered partner; in the absence thereof
 - b. Direct descendants and individuals who have received significant support from the Client or the person who cohabited with him continuously for the last five years preceding his death or is required to pay for the maintenance of one or more joint children; in the absence thereof
 - c. The parents; in the absence thereof
 - d. The siblings; in the absence thereof
 - e. The other heirs.
3. The client can determine one or more beneficiaries among those listed under subsection 2 letter b and define their entitlements more specifically.
4. The Client is also entitled to change the order of beneficiaries as it is listed in subsection 2, letters c to e and to define the scope of their individual entitlements more specifically.

5. If, for 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. The specifications and/or changes notified on the form shall only be included in the distribution if the form is sent to the Foundation no later than 30 days after the Foundation was notified of the death of the Client.
 6. Insofar as the Client does not define the beneficiaries' entitlements more specifically, the Foundation shall divide the assets up equally per capita if there are several beneficiaries in the same group.
 7. If the Client has failed to notify the Foundation of the existence of a partner, the Foundation will assume that no such 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 joint child.
 8. 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 evidence to the Foundation that they meet the requirements for entitlement. In particular, the person who cohabited with the Client must provide evidence to the Foundation that they cohabited continuously for the last five years preceding his death.
 9. 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 benefit that has become available will fall to the next beneficiary in accordance with subsection 2 above.
3. If the Client provides evidence that he is still in gainful employment, withdrawal of the pension assets can be deferred until five years after reaching the normal OASI retirement age at the latest. In this case, the Client is entitled to make contributions for five years after reaching the normal OASI retirement age at most. In the event of a deferment of this kind, the Client must inform the Foundation immediately in writing or through another notification verifiable through text when he stops working.
 4. No withdrawals from the savings retirement account or custody account are possible during the term of the benefits agreement Subsection 5 letters e to g below remain reserved.
 5. Premature withdrawal of the pension assets requires a request from the Client to the Foundation using the appropriate form and is only permissible if the pension scheme relationship is being terminated for one of the following reasons:
 - a. If the Client receives a full disability pension from the Federal Disability Insurance and the disability risk is not insured;
 - b. If the Client starts working on a freelance basis and is no longer subject to compulsory occupational pension provision (withdrawal within one year after starting work on a freelance basis is possible);
 - c. If the Client abandons his previous freelance work and starts a different form of freelance work (withdrawal within one year of switching freelance work is possible);
 - d. If the Client leaves Switzerland permanently.

Premature withdrawal without terminating the pension scheme relationship is only possible:

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

If no credits have been made to the retirement savings account and/or custody account within six months of their being opened, the Foundation reserves the right to terminate the retirement savings account/custody account.

Art. 12 Withdrawal of the pension assets and termination of the benefits agreement

1. The benefits agreement will end in the event of all the assets being withdrawn prematurely within the meaning of subsection 2 below, in the event of termination within the meaning of subsection 5 or 8 below, on the death of the Client or when the Client reaches the OASI normal retirement age. If withdrawal of the pension benefit assets within the meaning of subsection 3 below is deferred, the benefits agreement will end when the Client stops working, but no later than five years after reaching the OASI normal retirement age.
2. Pension assets may not be withdrawn more than five years before reaching the OASI normal retirement age.
6. If the insured person is married or living in a registered partnership, premature provision of the retirement benefits is only permissible in accordance with subsection 5 letters b to g above if the spouse or registered partner has consented in writing. If consent cannot be obtained or is refused, the insured person may apply to the court.
7. Withdrawals for the purposes of facilitating home ownership (subsection 5 letters e to g) may be exercised every five years up to five years before reaching the OASI normal retirement age. The pension assets used for the purposes of home ownership facilitation will be paid by the Foundation direct to the sellers, developers, lenders or, in the case of investments in residential property, to the persons benefiting from this against presentation of the requisite documents and in agreement with the Client.

8. The Client may terminate the pension scheme relationship if the pension capital is used for a voluntary contribution to a tax-exempt pension fund or transferred to another recognised form of pension provision. The Client may only transfer the Client's pension capital in part if it is entirely used for a voluntary contribution to a tax-exempt pension scheme. Transfers of pension capital and voluntary contributions are permissible until the Client reaches the OASI normal retirement age. If the Client provides evidence of still being in gainful employment, such a voluntary contribution or such a purchase can be made until five years after reaching the OASI normal retirement age at the latest.

Art. 13 Provision of the benefits

1. Benefits will be due at the latest on reaching the OASI normal retirement age or, in the event of a deferment, at the latest five years after reaching the OASI normal retirement age. If benefits are withdrawn earlier or in the event of death, benefits will be due 31 days after the completed application is received. An application will only be completed when the Foundation has received all the documents it has requested.
2. The persons making a claim must provide the Foundation with all information required to validate the entitlement to pension benefits and submit the requested documents and evidence. The Foundation can impose formal requirements regarding this. In each case, the Foundation reserves the right to make further clarifications and request from the applicant documents, information and certifications, etc. that the Foundation deems necessary to verify the entitlement.
3. In principle, benefits are payable as a lump sum.
4. In the case of an account solution, benefits correspond to the balance on the retirement savings account less the taxes payable and fees specified in the fee regulations and benefits agreement.
5. In the case of a securities solution, benefits correspond to the proceeds of the securities sold less the taxes payable and fees specified in the fee regulations and benefits agreement. In principle, the securities will be sold within 20 working days of the completed request being received.

Art. 14 Assignment, pledging and offsetting

1. The pension assets may be neither assigned, pledged nor offset before they are due. The following remain reserved:
 - a. Pledging as part of home-ownership facilitation;
 - b. Total or partial assignment or allocation of the pension assets by the court when the matrimonial property regime is dissolved in the event of a divorce or judicial dissolution of the registered partnership or because of other circumstances (except death).
2. In the case of married Clients or those living in a registered partnership, the spouse's/registered partner's consent in writing is required for any pledge.

Art. 15 Fees

The Foundation may charge fees in accordance with the fee regulations as compensation for its efforts. They are charged to pension assets. The Foundation reserves the right to change its fee regulations at any time. The applicable fee regulations can be found on the Foundation website or the respective Client portal (if available).

Art. 16 Obligation to notify the tax authorities

1. The Foundation shall report the disbursement of pension assets 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 deducts the withholding tax owed from the pension assets to be paid out.

Art. 17 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 at the latest within four weeks. If this notification is not made, the transactions are considered confirmed and accepted. The consequences of belated complaints shall be borne by the Client. He shall bear any loss to his person or third parties arising from the inability to act unless the Foundation has been informed of this in writing.

Art. 18 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. 19 Clients' personal data

To fulfil its responsibilities under the benefits agreement, the Foundation has engaged Lienhardt & Partners Private Bank Zurich Ltd (the "Management") as well as other service providers, including financial institutions and brokers. By accepting the benefits agreement, the Client agrees that the Client's personal data will be stored and processed by the Management 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. 20 Authoritative language

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

Art. 21 Omissions in the regulations

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

Art. 22 Changes to the regulations

The Board of Trustees may decide to amend these pension regulations at any time. The Client shall be notified of the amendments in writing or electronically. The version applicable at any given time can be found on the Foundation website or the respective Client portal (if available).

Art. 23 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 Foundation's respective Client portal.

Art. 24 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. 25 Place of jurisdiction and applicable law

The regulations are subject to Swiss law to the exclusion of any provisions governing the collision of laws. Jurisdiction is the Swiss registered office or domicile of the defendant, otherwise the registered office of the Foundation. In addition, the Client has the possibility to sue from his place of residence.

Art. 26 Legal validity

These benefits regulations were approved by a circular resolution of the Foundation Board in September 2023 and will take effect on 1 January 2024. It replaces the previous pension regulation.

Zürich, January 2024

The Foundation Board of the of the Independent Foundation
for 3a Retirement Zurich