



Regulations of the Terzo Pension Foundation of WIR Bank

1. Objects

¹ The Terzo Pension Foundation of WIR Bank (“Foundation”) is aimed at providing linked occupational retirement, survivors’ and disability pensions under Art. 82 of the Swiss Federal Law on Occupational Retirement, Survivors’ and Disability Pension Plans (“BVG”) and the Ordinance on the Tax Deductibility of Contributions to Recognized Forms of Benefit (“BVV 3”) to affiliated persons throughout Switzerland.

² These regulations form part of the pension agreement.

2. Account and Custody Account Management

¹ The account holder is entitled to make tax-efficient deposits in Swiss francs with the Foundation under Art. 82 BVG and BVV3. These deposits give the account holder a claim against the Foundation under pension law. The account holder does not have a direct claim against WIR Bank Cooperative (“WIR Bank”).

² The deposits are invested in the form of an account solution under BVV3 or on the account holder’s instruction in the form of securities saving. An account solution and securities saving can be combined. The deposits, interest on the account solution and the securities of securities saving form the pension assets, after deduction of any fees and negative interest.

³ The deposits are tax-deductible in the calendar year in which they were credited to the correct account specified by the Foundation, regardless of when and whether the deposit was charged to the customer or dependents.

⁴ The pension assets are managed on an assignable basis for the individual account holders. The Foundation is entitled to transfer account and custody account management to WIR Bank or to another Swiss bank. The investments may be managed in collective accounts or custody accounts at WIR Bank or another Swiss bank. The Foundation may restrict the number of accounts or custody accounts that are managed for individual account holders.

⁵ The interest paid by the Foundation is based on standard market conditions for Pillar 3a accounts. The Foundation is entitled to adjust interest rates at any time to reflect market circumstances. Interest rate and interest calculation method are publicized on WIR Bank’s website or are drawn to the attention of account holders in another suitable way. The Foundation is also entitled to apply negative interest rates.

⁶ Investment plans are made available to account holders for securities saving. The Foundation invests the account holder’s pension assets on the latter’s instructions and risk in line with the chosen investment plan. The Foundation stipulates a standard trading day every month for the buying and selling of securities. These can be subject to significant positive or negative price fluctuations. The risk of price losses is borne by the account holder. The Foundation is entitled to dispose at any time of individual or all securities for substantive reasons (particularly if there is a risk of the statutory investment guidelines being exceeded) and invest the capital thus released in an account solution or exchange the securities as part of the chosen investment plan.

⁷ The account holder is obliged to provide the Foundation immediately with the necessary declarations, documents and evidence so that deposits that are not tax-deductible or any matured pension assets can be transferred into another account as free capital. The account holder is not entitled to interest on this capital, but any negative interest rates may be applied. Unless the account holder declares otherwise, the Foundation is entitled to bring in non-tax-deductible deposits from a previous year as a deposit for the account holder in the current year.

⁸ The account holder has no claim to compensation for damages from the non-execution or refusal of an order (transfer, withdrawal, securities orders, etc.) or due to technical malfunctions or operational failures that prevent a transaction. If the Foundation is responsible for the defective or delayed execution or non-execution of an order, it shall only be liable for lost interest.

3. Data Management and Data Protection

¹ Account holders shall keep safe their documentation and authentication details such as cards, passwords and codes and take all measures to prevent unauthorized access to them. For orders, they must take all precautionary measures to minimize the risk of misuse or fraud. Account holders shall be responsible for any losses that arise from these duties of care.

² The Foundation shall check authentication, such as signatures, in the normal course of business, and take appropriate measures to identify and prevent misuse and fraud.

³ Communication is permitted between the Foundation and account holder as well as with authorized third parties via

encrypted or unencrypted electronic media such as e-banking, telephone, fax, mobile phone, SMS, email chat, social media, apps for mobile devices or any other internet-based platforms, regardless of whether the communication is from or through domestic channels or abroad. The Foundation is authorized to use all the aforementioned contact channels that the account holder has given the Foundation.

⁴ The Foundation is entitled to process the account holder's data, regardless of whether this occurs in Switzerland or abroad. This concerns the following cases in particular:

- a. Address and other clarifications regarding the account holder (residents' registration checks, civil status register, pension funds, etc.).
- b. Investments and payments in foreign currencies.
- c. The use and transmission of data for WIR Bank marketing purposes.
- d. Identification and authentication using biometric data (such as fingerprints or voice).
- e. Cooperation with courts, law enforcement or supervisory agencies.

⁵ Data transmitted may only be used by authorized third parties and only for the purposes agreed with the Foundation and not by third parties for their own or any other purposes without the Foundation's consent. Account holders acknowledge that bank-client confidentiality towards the Foundation does not apply and the Foundation does not protect bank-client confidentiality towards WIR Bank and third party banks.

⁶ Account holders shall inform the Foundation immediately about any changes to their details that they have given the Foundation, such as name, civil status, address domicile, nationality, telephone number, mobile telephone number, email address, user names for social media, deduction authorization or tax status. The Foundation accepts no liability for the consequences of inadequate, late or inaccurate details. Notifications from the Foundation are deemed to have been duly delivered if sent using the most recent contact details provided by the account holder.

⁷ If the account holder breaks off contact, the pension relationship shall normally continue. The Foundation is entitled to report to the responsible agencies any pension assets that have become contactless (dormant) as dormant banking assets or to publish in the Swiss Commercial Gazette. If the Foundation's efforts to make contact are unsuccessful, the pension assets shall become free foundation assets 10 years after the standard AHV pensionable age has been reached.

⁸ The Foundation is entitled to keep contracts, certificates and other documents solely in electronic form.

⁹ The account holder must make any complaints in writing immediately, but no later than within one month after receipt of the relevant notification regarding the execution or non-execution of orders plus complaints about account or custody account statements and other notifications. If the account holder does not make complaints in a timely manner, he/she may breach the duty to minimize damages for which he/she is responsible and may be liable for any resultant damages.

4. Termination

¹ The pension agreement ends on the day that standard AHV pensionable age is reached, on the death of the account holder or if the pension assets have matured for any other reason. The Foundation is entitled to dispose of any securities within an appropriate time before or at termination.

² If the account holder proves in good time and in writing before reaching standard AHV pensionable age that he/she is still gainfully employed, termination may be postponed for up to five years. Otherwise the pension assets will immediately mature on the day that standard AHV pensionable age is reached.

5. Transfer and Withdrawal

¹ The Foundation does not pay any pensions.

² The pension assets can only be withdrawn as capital in Swiss francs or transferred to another occupational pension scheme. Securities cannot be withdrawn or transferred. Capital can only be transferred or withdrawn as a transfer to another account. If the account holder declares his/her intention to make a transfer or withdrawal, the securities will be disposed of on the next ordinary trading day. The Foundation must receive the declaration at least three bank working days before the next ordinary trading day.

³ The pension assets can be withdrawn at the earliest five years before standard AHV pensionable age is reached.

⁴ The pension assets can also be withdrawn as a result of the following statutory reasons and as part of statutory provisions under BVG or BVV3. The Foundation verifies with due care whether the statutory requirements have been met for withdrawal:

- a. Participation in the home ownership promotion scheme.
- b. Commencement of self-employment or ending previous self-employment and commencement of a different type of self-employment.
- c. Leaving Switzerland permanently.
- d. Making a purchase in a tax-exempt pension scheme.

- e. Claim to full disability pension.
- f. Death of account holder.

⁵ The consent of a spouse or registered partner is required for a withdrawal under section 4 a) to c) above.

6. Beneficial Interest

¹ In the event of survival, the account holder is the beneficiary.

² If the account holder dies and the pension assets have not yet matured at the time of death, the persons below are beneficiaries in the following order. If there are no more beneficiaries in a ranking, beneficial interest passes to people as per the following ranking order. Several persons of the same ranking can become beneficiaries in equal parts:

- a. 1. Ranking: Spouse or registered partner of the account holder
- b. 2. Ranking:
 - Own children of the account holder.
 - Natural persons who were significantly supported by the account holder.
 - Person not related to the account holder who cohabited with the account holder continuously for the last five years until the latter's death.
 - Persons who have to pay with the account holder for the maintenance of a joint child.
- c. 3. Ranking: Parents of the account holder.
- d. 4. Ranking: (Half)-sister or brother of the account holder.
- e. 5. Ranking: Other heirs of the account holder (except for the common law relationship).

³ The account holder is responsible for informing the Foundation in a written declaration of all persons in the second ranking. The account holder is entitled through a written declaration to the Foundation to determine the claims of persons in the second ranking through quotas or fractions and to wholly exclude individual persons.

⁴ The account holder is entitled through written declaration to the Foundation to amend the order of the third to fifth ranking and to determine the claims of persons in the respective ranking through quotas or fractions and to wholly exclude individual persons.

⁵ If the account holder does not meet his/her obligation under para. 3, the Foundation is exempt from any claims if it pays out the pension assets only to the persons known to it. The Foundation is further exempt from any claims if beneficiaries give the Foundation incorrect details on potential other beneficiaries or do not name them or if persons are not listed in Swiss registers. If the named or potential beneficiaries or their residence are not known, unclear or disputed, a single publication can be made in the Swiss Commercial Gazette asking for the beneficiaries to contact the Foundation. If they do not do so, distribution will be made to the beneficiaries known to the Foundation and the Foundation is exempt from any other claims. Furthermore, the Foundation also has the right to deposit pension assets under Art. 96 and 472 et seqq. of the Swiss Code of Obligations.

7. Maturity, Processing Period, Assignment, Pledging and Offsetting, and Tax Obligation

¹ The pension assets mature on the 31st day after receipt of all declarations, instructions, documents and evidence required for enforcing the transfer to another occupational pension scheme or withdrawal. For securities saving, this period begins three days after the next ordinary trading day.

² The processing period for the payment of regulatory or statutory maturing pension assets is five weeks after receipt of all declarations, documents and evidence required for enforcing the transfer to another occupational pension scheme or withdrawal.

³ The pension assets cannot be assigned, pledged or offset prior to maturity. The statutory provisions covering home-ownership promotion (with the consent of the spouse or registered partner) or the legal liquidation of a settlement remain reserved.

⁴ Maturing assets are subject to the reporting obligation under the Federal Law on Withholding Tax. Maturing pension assets subject to withholding tax are paid out net of withholding tax.

8. Fees and Charges

The Foundation levies a charge for account and custody account management and for special expenses based on its schedule of fees. The Foundation is entitled to reimbursement of costs by the account holder.

9. Changes

These regulations may be amended by the Board of Trustees at any time and will be communicated to account holders in a suitable fashion. The supervisory authorities will be made aware of the changes.

10. Applicable Law and Place Of Jurisdiction

The laws of Switzerland shall apply. The place of performance, place of enforcement, in the case of foreign domicile, and place of jurisdiction, subject to mandatory legal provisions, is Basel.

11. Entry into Force

These regulations shall enter into force on November 1, 2017 and replace the regulations dated January 1, 2017.

Terzo Pension Foundation of WIR Bank / the Board of Trustees

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