

MAIN REGULATIONS

23.04.2026

ABBREVIATIONS

The abbreviations used in these regulations have the following meaning:

CC

Swiss Civil Code of 10 December 1907

CO

Swiss Code of Obligations of 30 March 1911

LAI/IVG

Federal Law of 19 June 1959 on Disability Insurance

LAVS/AHVG

Federal Law of 20 December 1946 on Retirement and Survivors' Insurance

LFLP/FZG

Federal Law of 17 December 1993 on Vesting in Pension Plans

LP/SchKG

Federal Act of 11 April 1889 on Debt Enforcement and Bankruptcy

LPart/PartG

Federal Law of 18 June 2004 on Registered Partnerships between Persons of the Same Sex

LPP/BVG

Federal Law of 25 June 1982 on Occupational Retirement, Survivors' and Disability Pension Plans

OAir/InkHV

Ordinance of 6 December 2019 on assistance in the collection of maintenance payments under family law

OEPL/WEFV

Ordinance of 3 October 1994 on the Use of Pension Assets for the Encouragement of Home Ownership

OPP2/BVV2

Ordinance of 18 April 1984 on Occupational Retirement, Survivors' and Disability Pension Plans

OLP/FZV

Ordinance of 3 October 1994 on Vesting in Pension Plans

NORMAL LAVS RETIREMENT AGE

The normal AVS/AHV retirement age (65 for men and 64 for women).

CHILD

The term "child" applies to foster children who have a filial relationship, within the meaning of Article 252 CC, with the pension holder, to children who are entitled to an orphan's pension under Article 49 RAVS/AHV, and to a member's step-children who are dependent on him to a significant extent at the time of the insured event.

FOUNDATION

Elite Vesting Foundation is designated as follows in the other languages: Elite Fondation de libre passage, Elite Freizügigkeitsstiftung, Elite Fondazione di libero passaggio.

PARTNER

The term "partner" refers both to married couples and to registered partnerships between persons of the same sex, within the meaning of LPart/PartG; the same applies to the term "spouse".

1 Objective and purpose

- 1.1 Pursuant to Article 10 of the Statutes of Elite Vesting Foundation (hereafter, the “Foundation”), the Board of Trustees has adopted these Regulations setting forth the rights and obligations of the Foundation and its members and their beneficiaries in respect of their mutual relationship under the Pension Agreement.
- 1.2 The objective of the Foundation in the field of occupational benefits is to assure mandatory and extra-mandatory pension coverage for its members. For this purpose, the Foundation accepts termination payments and vested termination benefits from pension institutions, registered or not, having their principal offices in Switzerland or abroad, and from other vested benefits institutions.
- 1.3 The Foundation shall ensure that the Investment Regulations and the provisions of Article 71(1) BVG/LPP, Articles 49-58 BVV2/OPP2 and Articles 19-19a OLP are complied with at all times and periodically reviewed.
- 1.4 The Foundation operates throughout Switzerland.

2 Board of Trustees

- 2.1 Pursuant to its Statutes, the Board of Trustees is responsible for managing the Foundation. The Board of Trustees shall comprise at least three members.
- 2.2 The Organizational Regulations govern, among other things, the duties and powers of the Board of Trustees, as well as its composition, term of office, quorum, representation and signature rules.

3 Foundation Manager

- 3.1 The Manager shall conduct the daily business of the Foundation, observing statutory prescriptions, the regulations and guidelines of the Foundation and the decisions of the Board of Trustees.

4 Auditor

- 4.1 The Foundation appoints an auditor, in particular for the annual review of the Foundation's management, accounting and investments.
- 4.2 After they have been approved by the Board of Trustees, the financial statements and the auditor's report shall be submitted to the competent Regulatory Authority.

5 Financing

- 5.1 The Foundation's administrative costs shall be covered by:
 - a) contributions from the founding company;
 - b) members' cost-coverage participations;
 - c) the free assets of the Foundation.
- 5.2 The Foundation shall charge cost-coverage contributions. Such contributions will be debited directly to members' pension assets. The Fee Regulations shall be remitted to each member when his pension account is opened. The Fee Regulations may be obtained from the Foundation at any time.

6 Pension agreement – vested benefits account

- 6.1 The Foundation shall conclude a pension agreement with each member regulating the irrevocable maintenance of occupational pension plan coverage in compliance with Swiss Law.
- 6.2 Upon receipt of a member's duly signed pension agreement, the Foundation shall open a vested benefits account in the member's favor. Depending on the investment strategy selected in accordance with Article 8 of its Investment Regulations, the Foundation shall open a vested benefits account with a bank or financial institution chosen by the member and accredited with the Foundation. In this regard, the Foundation may exchange all necessary data for the proper management of the vested benefits account with the accredited account- and deposit-holding banks.
- 6.3 Admission to the Foundation may be denied without indicating the reasons, in particular if the amount transferred is less than the threshold amount set by the Board of Trustees.

7 Obligations of the previous pension fund or vested benefits institution and of the member

- 7.1 The member's former pension fund or vested benefits institution shall transfer his termination payment or vested termination benefit to the Foundation with all relevant indications about the composition of his pension assets and, in particular, any voluntary purchases made by him in the preceding three years (see Article 79b(3) LPP/BVG).
- 7.2 The member shall communicate the termination payment statement or vested benefit statement from his prior pension institutions to the Foundation.

8 Vested benefit account

The following amounts in particular shall be credited to the member's vested benefit account:

- the termination payment or vested termination benefits transferred in at entry;
- transfers of termination payments, vested termination benefits and pension shares following a divorce;
- interest and investment income divided between the OPP/BVG retirement savings capital and other pension assets in accordance with Article 16(2) OPP2/BVV2.

The following amounts in particular shall be debited to the vested benefit account pro rata to the OPP/BVG retirement savings capital and the other pension assets:

- outgoing transfers to pension funds or to other vested benefit institutions;
- payments made to the member in accordance with legal prescriptions;
- withdrawals under the encouragement of home ownership scheme;
- transfers following a divorce;
- cost-coverage contributions in accordance with the Fee Regulations.

9 Choice of investment strategy

- 9.1 The member may select an investment strategy from those offered by the Foundation. For this purpose, he shall duly complete and sign the investment strategy form. He may change investment strategy at any time.
- 9.2 The value of the pension assets evolves depending on the performance of the chosen investment strategy. There shall be no claim to minimum interest or to the maintenance of the vested termination value. The member alone shall bear the investment risk.
- 9.3 The terms and conditions for the investment of the vested termination benefits are specified in the Investment Regulations.
- 9.4 Earnings and losses shall be apportioned between the retirement savings capital and the other pension assets in accordance with Article 16(2) OPP2/BVV2.

10 Information for members

- 10.1 The Foundation shall confirm the following in writing:
- the opening of the account;
 - receipt of the vested termination benefit;
 - outgoing transfers to pension funds or to other vested benefit institutions;
 - cash payment.
- 10.2 At the beginning of each year, the Foundation shall remit to the member a statement of account for the year just elapsed. In addition to detailing any credit interest, this document shall specify the amount of the LPP/BVG pension assets, the vested termination benefit at age 50 and at the marriage date or on the date of entry into force of the LFLP/FZG.
- 10.3 The client may consult all information on the Foundation's Internet portal and may request information and a statement of account from the Foundation at any time.
- 10.4 Any communication addressed to the client is considered validly sent if it is sent by post or by e-mail to the last address known to the Foundation or if it is sent via an electronic mailbox.

11 Restrictions on disposal - Maintenance of pension coverage

- 11.1 Subject to the statutory exceptions, vested termination benefits may not be withdrawn, assigned or pledged before the occurrence of an insured event.
- 11.2 Pursuant to Article 17 OLP/FZV, pension assets may be fully or partially transferred to the spouse following a divorce or to the partner when the registered partnership is dissolved; they may also be pledged in connection with the measures for the encouragement of home ownership scheme (see Article 15 below).
- 11.3 The form in which pension coverage is maintained and the vested benefits institution with which they are held may be changed at any time.

12 Normal payment of retirement benefits

- 12.1 Vested termination benefits may be paid out at the earliest five years before the normal LPP/BVG retirement age (Article 13(1) LPP/BVG) and at the latest five years after the normal LPP/BVG retirement date (Article 16(1) OLP/FZV).
- 12.2 The request for payment must be sent to the Fund in writing at least one month before the desired payment date. The spouse or registered partner must give written consent to the regular payment of retirement benefits.

13 Earlier payment of retirement benefits

- 13.1 Pension assets may be paid earlier if the pension agreement is terminated for any of the following reasons:
- a) the member leaves Switzerland permanently, subject to Article 25f LFLP/FZG;
 - b) the member's principal employment is in a self-employed capacity and he is no longer subject to compulsory occupational benefits, provided he can show he has not been self-employed for more than one year;
 - c) the member is self-employed and uses the totality of his pension assets to invest in his business, provided any misuse is excluded;
 - d) the member is entitled to a full disability pension from the Federal Disability Insurance, and the disability risk referred to in Article 10(3) FZV/OLP is not additionally insured.
- 13.2 The spouse or registered partner must consent in writing to advance payments of retirement benefits. For the cash payments referred to in letters a) to c) above, the spouse or the registered partner must signify their consent in writing (see Article 18.3 below).

14 Transfer to a pension institution

- 14.1 If a member joins a new pension institution, the Foundation shall transfer all his accrued pension assets to his new pension institution in accordance with Article 4(2^{bis}) LFLP/FZG.
- 14.2 Members shall notify the Foundation immediately if they join a new pension institution.

15 Encouragement of home ownership

- 15.1 Early withdrawal/pledging of all or part of the retirement savings capital or entitlement to retirement benefits is possible up to five years before the end of the month in which the normal BVG/LPP retirement age (art. 13, para. 1 BVG/LPP) is reached.
- 15.2 This time limit shall also apply to the repayment of home ownership withdrawals and the cancellation of property restrictions entered in the land register. Repayments shall be apportioned between the retirement savings capital in accordance with Article 15 LPP/BVG and the other pension assets in the same proportion as the withdrawal.
- 15.3 The provisions of the OEPL/WEFV shall apply in all other respects.
- 15.4 For pensioners who are married or living in a registered partnership, withdrawals/pledging shall be subject to the written consent of their spouse or partner.

16 Payment of death and disability benefits

- 16.1 Irrespective of the law on the devolution of estates, if a member dies before his retirement benefits fall due, his pension assets shall be paid to the following persons in the following order:
- a) the surviving spouse in accordance with art. 19 BVG, the surviving registered partner in accordance with art. 19a BVG or the orphans in accordance with art. 20 BVG;
 - b) persons substantially dependent on the deceased, or the person who shared a common life and destiny with the deceased for an uninterrupted period of at least five years immediately prior to the member's death, or who must contribute to the maintenance of one or more of the couple's children;
 - c) the children of the deceased who do not satisfy the conditions of Article 20 LPP/BVG; parents or siblings;
 - d) other legal heirs, excluding public bodies.
- 16.2 Members may at any time specify the rights of their beneficiaries and include beneficiaries listed under letter b) in the circle of beneficiaries listed in letter a).
- 16.3 The beneficiary clause pursuant to Article 16(2) and the corresponding distribution among the beneficiaries must be notified to the Fund in writing by the client. If the entitlement is not clearly defined, the benefit shall be paid in equal shares to all beneficiaries.
- 16.4 The names of the persons substantially dependent on a member (within the meaning of letter b) above) shall be communicated to the Foundation by the member in writing.

17 Due date and payment of benefits

- 17.1 By law, pension benefits fall due 5 years after the member reaches the normal LPP/BVG retirement age (Article 13(1) LPP/BVG), or at his death. In all other cases, benefits fall due when the member applies to cash them in.
- 17.2 Benefits shall be payable no later than 30 days after receipt of the payment request together with all other relevant documents (Article 18 below).
- 17.3 At the death of a member, and unless other instructions are given during his lifetime, the securities shall be sold within 15 days of the date the Foundation was informed of his death.

18 Documentation to be provided with a transfer or payment request

- 18.1 The payment of pension assets or their transfer to a pension institution is subject to the presentation by the member or the beneficiary of the relevant supporting documents and especially the official certificates. Before any benefits are paid to a member or a beneficiary, the Foundation shall require his signature to be certified by a notary or post office and an up-to-date civil status certificate. When making payment, the Foundation shall deduct the withholding tax and ask the member or beneficiary to provide an up-to-date residence certificate (same date). The Foundation shall refund the withholding tax to Swiss residents upon receipt of the relevant residence certificate.
- 18.2 The Foundation reserves the right to undertake additional verifications. Members or their beneficiaries may be required to furnish proof of their assertions to the Foundation.
- 18.3 Requests for the cash payments referred to in Article 12.1 and 13.2 above must be accompanied by the written consent of the spouse or registered partner with an officially certified signature.
- 18.4 La prestation de sortie ne peut être transférée qu'à deux institutions de libre passage au maximum ou, pour chaque cas de libre passage, la prestation de sortie ne peut être transférée que sur un seul compte auprès de la même institution de libre passage.

19 Assistance in the collection of maintenance claims under family law

- 19.1 If an official agency, within the meaning of Articles 131(1) and 290 CC/ZGB, notifies the Foundation pursuant to Article 40(1) LPP/BVG and Article 13(1) OAir/InkHV on the measures in the event of negligence in the obligation to pay maintenance, the Foundation shall report any of the following claims in an amount of CHF 1000 or higher by registered letter to the official agency.
- 19.2 The Foundation may pay the benefits contemplated in Article 5(1) lits. a to c at the earliest 30 days after the notification is communicated to the official agency provided no judicial decision, within the meaning of Article 12(1)(j) points 1 to 4 OAir/InkHV, is handed down within the 30-day time limit. The 30-day time limit starts to run on receipt of the notification from the official agency.
- 19.3 If a court decision (enforcement proceedings under the LP and civil law proceedings under Art. 12 para. 1 lit. j no. 1 - 4 OAir) is handed down within 30 days of the Foundation's notification to the specialized center, the benefits pursuant to para. 1 may only be paid once the proceedings have been definitively terminated and in accordance with the procedure.
- 19.4 No interest on arrears is payable until the Fund is authorized to pay the benefits referred to in para. 1.

20 Liability

- 20.1 The Foundation shall be liable to the client or the client's beneficiary for any damage resulting from the failure to detect fraudulent or falsified documents, except in the event of gross negligence on the part of the Foundation.
- 20.2 The Foundation shall not be liable to the client or the beneficiary for any consequences arising from the client's or beneficiary's failure to comply with contractual or regulatory obligations.
- 20.3 If the chosen investment strategy locks in the assets for a certain period, no interest or interest on arrears shall be due to a client who leaves the Foundation until the investments can be realized. The date of realization of the investments is decisive for determining the amount of the assets.

21 General duty to declare

- 21.1 Pursuant to Article 24a FZG/LFLP, the Foundation shall declare to the 2nd Pillar Central Office once a year all persons for whom it held pension assets on 31 December of the previous year.
- 21.2 The Foundation periodically communicates to the 2nd Pillar Central Office data concerning members with whom it is unable to maintain periodic contact (Article 24b LFLP/FZG and Article 19c OLP/FZV).
- 21.3 After a period of 10 years from the normal LPP/BVG retirement age, forgotten assets shall be paid to the Guarantee Fund (Article 41(3) LPP/BVG).

22 Duty to inform beneficiaries, data processing

- 22.1 The Foundation is authorized to process or have processed personal data, including sensitive personal data, which it needs to fulfil its duties under the law and these Regulations.
- 22.2 In order to carry out its duties, the Foundation is also authorized to process or have processed personal data which, in particular, makes it possible to assess the health, needs and economic situation of its members.
- 22.3 The Foundation is authorized to transmit data to third parties who require such data to perform tasks for the Foundation, in particular for auditing or international accounting purposes. Such third parties must also comply with the requirements of the BVG and the Data Protection Act.

23 Tax obligations

- 23.1 The payment of pension assets in the form of a lump sum is subject to the reporting obligation in accordance with the provisions of the Federal Withholding Tax Act.
- 23.2 Persons domiciled abroad are subject to withholding tax on payments made by the Foundation.

24 Amendment of the Regulations

- 24.1 The Board of Trustees may amend these Regulations at any time. For new pension fund members, the amendments shall apply from the date of entry into force.
- 24.2 Pension fund members will be notified of all amendments to these regulations by e-mail or by post. Amendments will become binding on the client or his beneficiaries if they do not take advantage of the possibility of early termination by switching to another pension scheme or another form of continued pension protection within 30 days of notification.

25 Jurisdiction

- 25.1 25.1 Any dispute relating to the interpretation or application of the provisions of these Regulations shall be brought before the competent courts within the meaning of Article 73(1) BVG/LPP.
- 25.2 25.2 In the event of a dispute, the Fund is authorized to deposit the pension assets in accordance with Articles 92 et seq. of the Swiss Code of Obligations.

26 Final provisions and validity

- 26.1 These Regulations have been prepared in German and translated into several languages. In case of discrepancy, the German-language version shall be authoritative.
- 26.2 In the event of a conflict between these regulatory provisions and any statutory provisions or amendments which come into force and are binding on the Foundation, the latter shall take precedence.
- 26.3 These Regulations shall be effective from 23 April 2026; they supersede and replace the prior version.

27 Annexe to Main regulations

none

Schwyz, 23.04.2026

Elite Vesting Foundation

Chairman of the Board of Trustees

Vice-President of the Board of Trustees