

Pension, investment and cost regulations Zugerberg 3a Vorsorgestiftung

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The English version of these rules is for information purposes only. In the event of a dispute, the German version is authoritative.

Pension provision regulations

Based on Art. 5 para. 2 of the Foundation Charter of the Zugerberg 3a Vorsorgestiftung, the Board of Trustees issues the following pension provision regulations:

Art. 1 Designations and definitions

¹ The following terms and definitions are used in these regulations:

BVG	Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans of 25 June 1982
BVV2	Regulation on Occupational Retirement, Survivors' and Disability Pension Plans of 18. April 1984
BVV3	Ordinance on the Tax Deductibility of Contributions to Recognised Forms of Pension Provision of 13 November 1985
Reg. partnership	Persons with civil status "in a registered partnership" pursuant to the Federal Act on the Registered Partnership of Same-Sex Couples of 18 June 2004
3a retirement savings account	Every Contracting Party has a 3a retirement savings account
FZG	Federal Act on Vested Benefits in Occupational Retirement, Survivors' and Disability Pension Plans of 17 December 1993
FZV	Regulation on Vested Benefits in Occupational Retirement, Survivors' and Disability Pension Plans of 3 October 1994
Foundation	Zugerberg 3a Vorsorgestiftung
Board of Trustees	Supreme body of the Foundation
US persons	Persons with nationality, domicile and/or correspondence address or tax liability in the USA
Contracting Party	Entitled person and/or the authorised representative
WEFG	Home Ownership Promotion Act of 3 October 1994
WEFV	Regulation on the Promotion of Home Ownership with Funds from Occupational Pension Plans of 3 October 1994
Securities investment solution	The assets are invested in securities

² All regulatory provisions are independent of gender. As far as possible, gender-neutral terms are used in the following, otherwise male terms also apply to women and vice versa.

³ Persons with civil status "in a registered partnership" have equal status to married couples. This concerns, among other things, benefits to surviving dependants, the division of termination benefits in the event of dissolution of the partnership as well as the requirement of consent to the payment of benefits in cash.

Art. 2 Purpose of the Foundation

- ¹ The purpose of the Foundation is the implementation of tied, individual old-age, survivors' and disability pension provision within the meaning of Art. 82 BVG and the associated implementation provisions.
- ² The 3a Retirement Savings Foundation does not offer its own risk protection to cover the risks of disability and death. Upon request, it can arrange for an insurer specialising in this field and can obtain the relevant quotations at the request of the contractual partner.

Art. 3 Contents of the pension regulations

These regulations govern the rights and obligations of the Contracting Party.

Art. 4 Conclusion of affiliation contract

- ¹ The Foundation concludes an affiliation contract with the Contracting Party. Contracting Parties may conclude an affiliation contract and make contributions in accordance with Art. 5 if they are gainfully employed and insured under Pillar 1 (OASI/IV). If the Contracting Party is temporarily unemployed, he/she may make contributions to the Foundation as long as he/she receives compensation from unemployment insurance, which is subject to OASI contributions.
- ² Persons who are not resident in Switzerland and who are not insured under Pillar 1 cannot make any payments into the 3a retirement savings account. The opening of such an account and transfer from 3a retirement savings accounts of other pension schemes, on the other hand, is possible.
- ³ The Foundation does not maintain contractual relationships with US persons (persons with nationality, domicile and/or correspondence address or tax liability in the USA).

Art. 5 Contributions

- ¹ The Contracting Party is free to determine the amount and timing of the tax-privileged contributions to their 3a retirement savings account up to the maximum annual tax-privileged amount pursuant to Art. 7 para. 1 BVV3 in conjunction with Art. 8 para. 1 BVG. Contributions must be credited to the 3a retirement savings account by the last bank working day of a calendar year at the latest in order to be tax-effective for the corresponding tax year. Retroactive crediting of contributions that arrive late is excluded.
- ² If both spouses or both registered partners are gainfully employed and make contributions to a recognised form of pension, both may claim these deductions for themselves. In the case of spouses and registered partners, each gainfully employed person must therefore conclude an affiliation contract.
- ³ The full contribution can be paid in the year in which the regular OASI retirement age is reached.
- ⁴ Contributions may be made for a maximum of five years beyond the normal OASI retirement age if the Contracting Party proves that he/she is still gainfully employed. In the case of such a deferral, the Contracting Party must immediately inform the Foundation in writing if he or she ceases to be gainfully employed.

Art. 6 Certification obligation

The Foundation shall certify the contributions made to the Contracting Party once a year.

Art. 7 Bodies and representatives

The organisational regulations govern the rights and duties of the bodies and authorised representatives.

Art. 8 Contracting Party account relationship

- ¹ The Foundation concludes an affiliation contract with each Contracting Party, which regulates the details of the pension relationship.
- ² The Foundation opens and maintains a 3a retirement savings account in the name of each Contracting Party. For this purpose, the Foundation is authorised to exchange all data required for account management with the management and with the account and custodian bank.
- ³ A maximum of five 3a retirement savings accounts can be opened for the same Contracting Party. Clarification with the tax authorities regarding the permitted number of accounts is the responsibility of the Contracting Party. If the Contracting Party opens more than one 3a retirement savings account, the sum of the annual deposits may not exceed the maximum amount payable pursuant to Art. 5.
- ⁴ In the case of several 3a retirement savings accounts, the Contracting Party determines the allocation of the paid-in contributions and credit balances.
- ⁵ The 3a retirement savings account is credited with, among other things:
 - a. Contributed pension assets of Pillar 3 pension funds.
 - b. Contributions within the statutory maximum amount.
 - c. Interest and securities income.
- ⁶ The 3a retirement savings account is debited with, among other things:
 - a. Transfers of pension assets to other Pillar 3 pension schemes.
 - b. Use of pension assets for the purchase into a tax-exempt occupational pension scheme.
 - c. Remuneration of the Contracting Parties within the framework of the statutory provisions.
 - d. Costs according to cost regulations and opening documents.

Art. 9 Investments

- ¹ The Foundation invests the pension assets in securities. There is no claim for minimum returns or for capital preservation. The investment risk is borne solely by the Contracting Party.
- ² The relationship between the Contracting Party, the authorised asset manager and the Foundation is set out in writing in the document "Zugerberg 3a Vorsorgestiftung Affiliation Agreement". This regulates in particular the responsibilities according to BVV2 as well as the costs.
- ³ A change of strategy within the framework of the securities solutions offered is possible. Implementation takes place within the framework of the Foundation's ordinary investment process. The personal risk tolerance and willingness to take risks of the Contracting Party must be taken into account.

- ⁴ The Contracting Party must notify the Foundation of any changes in strategy in writing or using the appropriate forms.

Art. 10 Duty to provide information

- ¹ After opening the 3a retirement savings account, the Contracting Party receives a confirmation from the Foundation and, at the beginning of each year, a statement of assets showing the asset value as at 31 December.
- ² The Contracting Party must notify the Foundation of any changes of address, name and marital status. If the Contracting Party is married, he/she must also inform the Foundation of the date of marriage. The Foundation declines any responsibility for the consequences of insufficient, late or incorrect information of address and personal data. Notifications to the Contracting Parties shall be deemed to be legally valid if they have been sent to the last address on file with the Foundation. The Foundation accepts no responsibility if the Contracting Party chooses the correspondence address of a third party.
- ³ All correspondence from the Contracting Party shall be addressed directly to the Foundation.
- ⁴ Contracting Parties who live abroad must submit a confirmation of residence every five years.

Art. 11 Ordinary closure of the 3a retirement savings account

- ¹ The affiliation contract ends as soon as the Contracting Party reaches the regular OASI retirement age pursuant to Art. 13 para. 1 BVG, but in any case upon the death of the Contracting Party. Retirement benefits may be drawn no earlier than five years before the normal OASI retirement age. The receipt of retirement benefits may be postponed for a maximum of five years beyond the ordinary OASI retirement age (Art. 5 para. 4).
- ² If the 3a retirement savings account is closed due to reaching the retirement age, the consent of the spouse or registered partner is not required. This is in contrast to an early termination or payment of the retirement benefit pursuant to Art. 14 (except for art. 14 para. 1 and art. 14 para. 2 item d).
- ³ When the 3a retirement savings account is balanced, all securities are sold and the credit balance is transferred. A delivery of securities or a transfer of securities to a securities account is not possible.

Art. 12 Death benefit

- ¹ If the Contracting Party dies, the pension assets shall be deemed to be a lump-sum death benefit and shall be paid to the following persons in the following order:
- a. the surviving spouse or the surviving registered partner,
 - b. the direct descendants as well as the natural persons who were supported to a considerable extent by the deceased person, or the person who has lived with the deceased person in a common household without interruption for the last five years up to his/her death or who is responsible for the maintenance of one or more common children,
 - c. the parents,
 - d. the siblings,
 - e. the other heirs.

- ² In the forms provided by the Foundation, the Contracting Party may specify the group of persons among the beneficiaries mentioned in para. 1 lit. B and describe their entitlements in more detail.
- ³ The Contracting Party has the right to change the order of beneficiaries in accordance with para. 1 lit. c - e and to specify their entitlements in more detail.
- ⁴ The Foundation must be notified in writing of persons pursuant to para. 1 letter b. for whose maintenance the Contracting Party has been responsible in a significant manner. After the death of the Contracting Party, the person who cohabited with the Contracting Party in accordance with para. 1(b) must provide the Foundation with written proof of the uninterrupted cohabitation during the last five years.
- ⁵ If the Foundation has not been informed by the Contracting Party of the existence of a life partner, the Foundation shall assume that no life partner exists. Furthermore, the Foundation is not obliged to actively search for the life partner. This also applies to the natural persons who have been supported to a considerable extent by the Contracting Party, as well as to persons who are responsible for the maintenance of a joint child.
- ⁶ If an entitled person has caused the death of the Contracting Party intentionally or wilfully, there is no entitlement to death benefits. In this case, the capital shall accrue to the next beneficiaries in accordance with para. 1.
- ⁷ If, at the time of payment of a death benefit, the Foundation has no knowledge of a circumstance that leads to an exclusion of the entitlement to benefits in accordance with para. 6, the unjustified beneficiary must immediately repay the benefit to the Foundation. In this case, the Foundation may wait with the death benefit to the next beneficiaries pursuant to para. 6 until the reimbursement to the Foundation has been made. If the refund is only partial, the benefit shall be paid to the next beneficiaries to the extent of the refund actually received.
- ⁸ If criminal proceedings have been initiated against the beneficiary or if criminal proceedings are pending which, in the event of a conviction, would lead to an exclusion of the beneficiary, the Foundation may wait with the payment of a death benefit until the final and absolute conclusion of the proceedings.
- ⁹ If benefits are paid later on the basis of paras. 7 and 8, no interest or default interest shall be due thereon.

Art. 13 Dormant pension assets

- ¹ If the Foundation does not have clear instructions from the Contracting Party for the pay-out at the time the pension assets fall due, or if the Foundation does not clearly know the beneficiaries or cannot reach them, the assets shall remain invested with the Foundation within the framework of the selected investment strategy until further notice.
- ² If it is no longer possible to establish contact with the Contracting Party, the pension relationship will generally continue. The Foundation has the right to report pension assets for which contact cannot be established, such as bank assets for which contact cannot be established, to the competent authorities and to publish them in the Swiss Official Gazette of Commerce (SOGC). If the Foundation's efforts to establish contact are unsuccessful, the pension assets shall fall under the available Foundation assets if the Contracting Party turns or has already turned 100. In any case, the Foundation will provide the services should it subsequently become apparent that eligible persons exist.

Art. 14 Early termination and pay-out

- ¹ a. The Contracting Party may terminate the pension relationship if:
 - they use their pension assets to buy into a tax-exempt pension fund;
 - they transfer their pension assets to another recognized form of pension.
 - b. The Contracting Party can only partially transfer their pension assets if they use the assets to fully buy into a tax-exempt pension fund.
 - c. The transfer of pension assets and the buy-in are permissible until the Contracting Party reaches the normal retirement age for receiving old age and survivor's insurance (AHV) (art. 21 para. 1 of the Federal Law on Old Age and Survivors' Insurance (AHVG)). If the Contracting Party proves that they are still in gainful employment, such a transfer or buy-in can be carried out up to a maximum of five years after reaching the normal retirement age.
- ² Early payment of the retirement benefit is also permissible if:
- a. the Contracting Party leaves Switzerland permanently.
 - b. the Contracting Party begins self-employment and is no longer subject to the compulsory occupational pension scheme. The withdrawal must take place within one year of taking up self-employment.
 - c. the Contracting Party gives up his or her previous self-employed activity and takes up a different type of self-employed activity. The withdrawal must take place within one year of taking up the different type of self-employment.
 - d. the Contracting Party receives a whole disability pension from the Federal Disability Insurance (IV) and the disability risk is not insured.
- ³ A cash payment in accordance with para. 2 items a – c is only permissible if the following formalities are met and the documents submitted:
- a. Proof of civil status for unmarried Contracting Parties. In addition, the Foundation may require a notarized certification or other proof of the handwritten signature of all the Contracting Parties.
 - b. The written consent of the spouse/registered partner with officially certified signature in the case of married Contracting Parties or those in a registered partnership. As an alternative to an officially certified signature, the signature can be provided directly at the office of the Foundation or at the premises of the asset management company in the presence of an employee and with identification by means of an official identification document. If the consent cannot be obtained or is refused, the Contracting Party may appeal to the court.
 - c. A copy of the divorce decree for divorced Contracting Parties.
 - d. The judicial dissolution certificate in the case of dissolved partnerships.
 - e. A copy of the complete family record booklet for widowed Contracting Parties.
 - f. Proof of civil status for Contracting Parties residing abroad.

The Foundation reserves the right to request further certificates insofar as this appears necessary for the clarification of the facts asserted.

- ⁴ Closures or partial closures of the 3a retirement savings account shall be effected by law and without express revocation of the Contracting Party's affiliation contract in the following cases:
- a. In the event of pledge management as a result of pledging pursuant to Art. 30b BVG.
 - b. In the event of a court order as a result of divorce.
- ⁵ The Contracting Party can terminate the affiliation contract (pension agreement) at any time. The termination shall take effect upon receipt of notification thereof by the Foundation. The balance value of

the account depends on the value that is determined after receipt of the legally valid notice of termination as well as the all the documents required by the Foundation as the next step.

- ⁶ The Foundation may terminate the affiliation contract (pension agreement) for good cause with a notice period of three months. If, after expiry of the notice period, the Contracting Party has not indicated which 3a retirement savings account and with which pension fund or which private account the assets are to be transferred to, the Foundation can sell the securities and keep the credit balance as a credit balance in the 3a retirement savings account until receipt of the new account details. Any negative interest on the retirement savings account will be passed on to the Contracting Party by the Foundation.
- ⁷ In justified cases, the Foundation may sell the securities investments acquired by the Contracting Party on behalf of the Contracting Party in a manner that safeguards their interests.
- ⁸ 3a retirement savings accounts that do not have an account balance or portfolio of securities one year after opening or withdrawal of funds may be balanced by the Foundation without prior notice.

Art. 15 Orientation of the benefit

The payment is due upon receipt of all forms and information necessary for orientation. The amount of the benefit corresponds in each case to the balance of the retirement savings account on the payment date.

Art. 16 Pledge and assignment

- ¹ Art. 39 BVG applies mutatis mutandis to the pledging and assignment of benefit entitlements.
- ² Art. 30b BVG or Art. 331d OR and Art. 8 – 10 WEFV apply mutatis mutandis to the pledging of the pension capital or the entitlement to pension benefits for the Contracting Party's residential property.
- ³ Entitlements to old-age benefits may be assigned to the spouse in whole or in part by the Contracting Party or awarded by the court if the matrimonial property regime is dissolved other than by death. The Contracting Party's institution must transfer the respective amount to an institution designated by the spouse in accordance with art. 1 para. 1 of the Ordinance on the Tax Deductibility of Contributions to Recognized Forms of Pension (BVV3) or to a pension fund. Articles 11 and 14 of these Regulations remain reserved.
- ⁴ Paragraph 3 applies mutatis mutandis in the event of the dissolution of a registered partnership by the court if the two partners have agreed that the assets are to be divided in accordance with the provisions on succession.

Art. 17 Promotion of home ownership

- ¹ The Contracting Party may pledge his or her entitlements to the pension fund for the purpose of promoting home ownership for his or her own use as well as make direct advance withdrawals.
- ² An early withdrawal or a pledge of the funds is possible up to 5 years before the regular OASI retirement age.

- ³ An early withdrawal is only possible every five years. An early withdrawal may be made in several payments within 62 days of the first payment to the beneficiaries, and the early withdrawal must be requested in an application form.
- ⁴ The amount available for early withdrawal or pledging is equal to the pension assets. Partial withdrawals are possible.
- ⁵ In the case of Contracting Parties who are married or living in a registered partnership, the written consent of the spouse or registered partner with an officially certified signature is required. As an alternative to an officially certified signature, the signature can be made directly at the Foundation's office as well as at the asset manager's office in the presence of an employee and under identification by means of an official identification document. If consent cannot be obtained or is refused, the Contracting Party may apply to the court. Proof of marital status is mandatory for unmarried Contracting Parties.
- ⁶ Otherwise, the Federal Act and Regulation on the Promotion of Home Ownership with Funds from Tied Individual Pension Plans apply.

Art. 18 Divorce

- ¹ In the event of divorce, the court may determine that part of the pension assets acquired by the Contracting Party during the period of the marriage be transferred to the pension institution of his/her spouse or registered partner or be offset against claims under divorce law securing the pension.
- ² This benefit is transferred by the Foundation to the pension institution of the entitled spouse or registered partner in accordance with the court ruling.

Art. 19 Fees

The Foundation reserves the right to change its fees at any time. The current cost regulations shall be made known to the Contracting Parties in an appropriate manner.

Art. 20 Tax/tax-reporting obligation

- ¹ The contributions made by the Contracting Party in accordance with Art. 5 may be deducted from income in accordance with the tax provisions of the Confederation and the canton of residence. The accumulated pension capital and the resulting income are tax-free until maturity.
- ² The Foundation must report the payment of pension assets to the tax authority if required to do so by law or by official federal or cantonal orders. In the event of an objection to this notification, the withholding tax determined by the tax authority will be deducted.
- ³ In the case of pay-outs that are subject to withholding tax in accordance with the statutory provisions, the withholding tax will be deducted.
- ⁴ If the Contracting Party is resident abroad at the time of the request for dissolution, the Foundation deducts the withholding tax directly from the pension assets to be paid out.

- ⁵ The Foundation complies with Swiss documentation and information requirements. Any additional documentation or reporting obligations imposed by foreign authorities relate exclusively to the respective Contracting Parties, for which the Foundation is not liable and does not offer any service.

Art. 21 Administration of justice

Liability: The Foundation shall not be liable to the Contracting Parties for the consequences of the Contracting Party's failure to comply with legal, contractual and regulatory obligations.

Duty of care: The Foundation undertakes to perform all administrative acts in connection with the pension relationship to the best of its knowledge and belief, i.e. with the same diligence that it is accustomed to apply in its own affairs. Apart from this duty of care, the Foundation cannot accept any responsibility.

Art. 22 Gaps in the regulations and amendments to the regulations

Insofar as these regulations do not contain any provisions for special circumstances, the Board of Trustees shall make a provision in accordance with the purpose of the Foundation. The Board of Trustees may decide to amend the pension fund regulations at any time.

Art. 23 Place of jurisdiction

The place of jurisdiction for disputes concerning the interpretation of these regulations is the Swiss registered office or domicile of the defendant as well as the domicile of the Contracting Party. The Foundation is based in the Canton of Zug.

Art. 24 Entry into force

These Regulations shall enter into force on 1 January, 2022.

Investment regulations

Based on Art. 5 para. 2 of the Foundation Charter of the Zugerberg 3a Vorsorgestiftung, the Board of Trustees issues the following investment regulations:

Art. 1 Purpose

These regulations govern the principles to be observed in the asset management of the 3a pension assets.

Art. 2 Principles of investment

- ¹ The Foundation is responsible for the lawful management of the pension assets in accordance with BVG, BVV2 and BVV3.
- ² The Foundation offers BVG-compliant investment solutions developed in cooperation with contractual partners.
- ³ The Foundation shall provide at least one custodian bank and one asset manager. They can be replaced by the Foundation at any time for important reasons.
- ⁴ Costs and compensation for the management of the investments shall be in accordance with the opening documents and the cost regulations.

Art. 3 Principles for the management of investments

- ¹ Liquidity: It must be possible to pay out the promised benefits on time when due.
- ² Security: The investment strategy offered by the Foundation or the asset manager is consistent with the risk tolerance and risk appetite of the Contracting Party. Otherwise, the affiliation contract will be rejected in the interests of the Contracting Party. The review shall be conducted in accordance with recognised principles.
- ³ Diversification: The principles of risk diversification shall be observed at all times and compliance therewith shall be conclusively justified or demonstrated. In principle, the following distribution principles apply:
 - a. Bonds shall be appropriately distributed according to sector, region and maturity.
 - b. Shares shall be appropriately distributed according to sector and region.
 - c. Real estate investments shall be distributed appropriately by region and type of use, whereby direct acquisition is prohibited.
 - d. Alternative investments shall be used appropriately in the context of overall risk diversification and may only be invested in liquid, easily tradable investments.
- ⁴ Investment risk/profitability: The Contracting Party assumes sole responsibility for the performance of their investments. Price losses can also result from investing in securities. The Foundation therefore only recommends investments in securities to Contracting Parties with an appropriate risk profile and a medium to long-term investment horizon. The Foundation accepts no liability for the risk profile specified by the Contracting Party.

Art. 4 Investments in general

- ¹ For all investment options made available to the Contracting Parties, the Board of Trustees shall ensure that the investment regulations pursuant to Art. 71 para. 1 BVG, Art. 49 - 58 BVV2 and Art. 5 BVV3 are complied with.
- ² The granting of loans to the founder is not permitted.
- ³ In the case of shares in collective capital investments, the debtor risk is generally the risk of the underlying assets on which the collective capital investment is based and not the domicile of the collective capital investment.
- ⁴ Based on Art. 50 para. 4 BVV2, the Foundation also offers the Contracting Party an extension of the permissible investments in compliance with Art. 5 - 6 of these Regulations.
- ⁵ The pension assets of the Contracting Parties are generally invested:
 - a. in BVV2-compliant collective investment schemes that are subject to FINMA supervision or are authorised by FINMA for distribution in Switzerland or that were launched by Swiss investment foundations.
 - b. in the direct investments specified below within the framework of an asset management contract:
 - i. Receivables that are denominated in a fixed amount of money:
 - Postal cheque and bank balances
 - Money market investments with a maturity of up to 12 months
 - Medium-term notes
 - Bonds, including those with conversion or option rights
 - Collateralised bonds
 - Swiss mortgage securities
 - Acknowledgements of debt by Swiss public-law entities
 - Surrender values from collective insurance contracts
 - In the case of investments geared to a common, broadly diversified and widely used bond index: the claims contained in the index.
 - ii. Shares, participation and dividend-right certificates and similar securities and participations as well as cooperative share certificates. Participations in companies are permitted if they are listed on a stock exchange or traded on another regulated market open to the public. Fractions of these securities may be held for a 3a retirement savings account.
 - iii. Participations in companies by means of collective investments within the meaning of Art. 19a para. 3 lit. b FZV whose sole business purpose is the acquisition and sale as well as renting and leasing of their own land and real estate (real estate companies). Real estate and mortgage exposures are also only permitted in the form of collective investments. The direct acquisition of real estate or the granting of mortgage loans is not permitted.
 - iv. Investments in infrastructures
 - v. Alternative investments without additional payment liabilities; such as hedge funds, commodities and precious metals, private equity, insurance-linked securities.
 - vi. Structured products may be freely used for offsetting against the respective quota if they properly fulfil the requirements applicable to the respective investment category and, in addition, the retention of the risk character of the investment category is ensured even in the worst case.
 - vii. Derivative instruments within the meaning of the authorisation pursuant to Art. 56a BVV2 under the following conditions:

- No positions/commitments without cover are permitted, i.e. the necessary liquidity must be available at all times for commitment-increasing positions or the corresponding underlying assets for commitment-reducing positions.
- Only derivatives derived from the underlying assets permitted in these Regulations may be used.
- The instruments used must have sufficient market liquidity (daily tradability) and an investment grade status of the counterparty.

Art. 5 Extended investments

- ¹ The basis for expanding the investment options is determined by the Foundation in accordance with the investment strategy chosen by the Contracting Party.
- ² The Foundation, the advisor or the asset manager shall draw the Contracting Party's attention to the specific risks if the option of extension pursuant to Art. 4 para. 4 of these Investment Regulations is taken up, inform him/her about the investments and provide advice.
- ³ The Foundation states in its annual financial statement pursuant to Art. 50 para. 4 BVV2 that the provisions regarding security and risk distribution pursuant to Art. 50 para. 1 - 3 BVV2 are complied with.

Art. 6 Permitted extended investments and category limits

The following extended investment options are possible, subject to compliance with the principles of diversification, if the strategy as well as the risk tolerance of the Contracting Party have been ensured and recorded in writing and, in addition, a contract has been concluded between the advisor or asset manager and the Foundation:

- ¹ Investments in foreign currencies: Investments in foreign currencies are permitted up to a maximum value of 60%.
- ² Investments in shares, similar securities and other participations: Investments in shares, similar securities and other participations are permitted up to a maximum value of 100%.
- ³ Investments in real estate: Investments in real estate are permitted up to a maximum value of 50%; of this, a maximum of one third abroad.
- ⁴ Investments in infrastructure
- ⁵ Alternative investments without additional payment liability: Alternative investments without additional payment liability include hedge funds, insurance-linked securities, investments in commodities and precious metals, private equity and similar investments. Alternative investments without additional payment liability are permitted up to a maximum value of 30%.

Art. 7 Accounting principles

Cash and cash equivalents, time deposits and receivables are recognised at nominal value, all other investment categories at fair value. Exceptions are to be approved by the Board of Trustees.

Art. 8 Asset management mandate and stock exchange orders

- ¹ The Contracting Party grants the asset manager authorised by the Foundation an asset management mandate with the Foundation.
- ² The Foundation shall grant the authorised asset manager a corresponding mandate with the custodian bank.
- ³ Stock exchange orders are exclusively processed by the Foundation's authorised asset manager.
- ⁴ The asset manager places his stock exchange orders for the investment directly with the Contracting Party's custodian bank.
- ⁵ Sufficient liquidity for the debiting of the fees must always remain in the account of the Contracting Party.

Art. 9 Shareholder voting rights

1. The Board of Trustees does not exercise any voting rights on the basis of shares in the 3a pension assets of the Contracting Parties.
2. The Contracting Party cannot exercise any voting rights on the basis of the shares included in their 3a pension assets.

Art. 10 Reporting and control

- ¹ The Board of Trustees shall periodically, at least semi-annually, receive an overall evaluation from the custodian banks and the management, which contains the performance and investment details per savings account for vested pension benefits.
- ² The Board of Trustees shall ensure that the investment strategies agreed with the Contracting Parties are complied with and that the corresponding investment guidelines are periodically reviewed. Furthermore, the Foundation regularly reviews the performance, costs and service quality of the persons/institutions entrusted with asset management.
- ³ The Foundation determines the price suppliers (e.g. Telekurs, Fides, etc.) for the securities account valuation and the BVV2 evaluation of the client securities accounts.

Art. 11 Gaps in the regulations and amendments to the regulations

Insofar as these regulations do not contain any provisions for special circumstances, the Board of Trustees shall make a provision in accordance with the purpose of the Foundation. The Board of Trustees may decide to amend the investment regulations at any time.

Art. 12 Entry into force

These regulations shall enter into force on 1 August 2021.

Cost regulations

Based on Art. 5 para. 2 of the Foundation Charter of the Zugerberg 3a Vorsorgestiftung, the Board of Trustees issues the following cost regulations:

Art. 1 Purpose

These cost regulations govern the reimbursement of expenses arising from the contractual relationship.

Art. 2 Services subject to a charge

The Foundation charges the following fees for the following services:

Contract conclusion costs for deposits	3.00%
Annual administration fee	1.25%

Bank, stamp and custody fees of the respective custodian bank are added, as well as fund and transaction fees, if applicable.

The breakdown of all costs is performed once a year in accordance with the statutory transparency requirements and is audited by the auditors.

Promotion of home ownership	
Advance withdrawal per case	Free of charge
Pledge per case	Free of charge
Move abroad	
Transaction processing per account (without advice/guidance)	Free of charge

Art. 3 Fees for asset management mandate

The total fees incurred (asset management, foundation administration, brokerage fees and custody fees) for asset management mandates with partner banks can be debited directly from the Contracting Party's 3a retirement savings account by the mandated bank. The Foundation may be indemnified directly by the bank in such cases. The fee structure is disclosed to the client when the mandate is signed.

Art. 4 Extraordinary costs

If additional, proven costs are incurred by the Foundation (or external parties), e.g. expenses in connection with the lump-sum death benefit, the Contracting Party must be informed of this in advance. The costs are

borne by the Contracting Party or the beneficiaries. The costs incurred are debited directly to the 3a retirement savings account or, in the case of balancing, to the Contracting Party's credit balance.

Art. 5 Charging of fees

- ¹ Any contract conclusion costs are debited to the payment amount in the case of transfers from other foundations and to the 3a retirement savings account in the case of tax-privileged contributions.
- ² Administration fees are charged quarterly to the 3a retirement savings account.
- ³ In the event of a withdrawal from the Foundation, the fees shall be charged pro rata temporis, namely upon effective withdrawal from the Foundation.
- ⁴ Any contract conclusion costs are calculated on the basis of the pension assets brought in.
- ⁵ The calculation basis for the ongoing administration fee is the respective average market value of the pension assets.

Art. 5^{bis} Retrocessions

Unless otherwise agreed in writing and the expenses are in reasonable proportion to the retrocessions, retrocessions that are refunded to the Foundation in addition to its regulatory expense allowances shall be credited to the Contracting Party.

Art. 6 Gaps in the regulations and amendments to the regulations

Insofar as these regulations do not contain any provisions for special circumstances, the Board of Trustees shall make a provision in accordance with the purpose of the Foundation. The Board of Trustees may decide to amend the cost regulations at any time.

Art. 7 Entry into force

These cost regulations shall enter into force on 1 August 2021.