

Pension Regulations findependent 3a

Based on Art. 6 of the Articles of the findependent 3a Retirement Savings Foundation (hereinafter referred to as the “Foundation”), the Foundation Board hereby issues the following Pension Regulations.

1. Purpose

- 1.1 The purpose of the Foundation is set out in Art. 2 of the deed of foundation. Accordingly, the purpose of the Foundation is tax-privileged tied individual pension provision (pillar 3a) within the meaning of Art. 82 of the Federal Act on Occupational Old Age, Survivors’ and Invalidity Pension Provision (BVG).

2. Pension relationship

- 2.1 The pension relationship between the Foundation and the pension plan member (hereinafter referred to as the “pension plan member”) is governed by the Pension Agreement; these Pension Regulations, the Investment Regulations and the Fee Regulations form an integral part of the Pension Agreement.
- 2.2 All private individuals must conclude a corresponding Pension Agreement with the Foundation individually. Spouses or partners in a registered partnership cannot enter into a joint pension relationship with the Foundation.
- 2.3 The Foundation maintains a separate pension relationship with up to five portfolios for each pension plan member. Each portfolio consists of an account for cash and any securities investments.
- 2.4 The pension plan member is informed by the Foundation about the status of their retirement savings at least once a year.

3. Pension benefit

- 3.1 The retirement savings are built up through contributions from the pension plan member, transfers from other recognised institutions of tied individual pension provision and investment income.

4. Risk benefits

- 4.1 For pension plan members, the Foundation may arrange risk benefits with an insurance company supervised by the Swiss Financial Market Supervisory Authority (FINMA) to cover the risks of death and disability. In doing so, the Foundation acts exclusively as an intermediary and is not a contracting party to any risk insurance

contracts. No claim to benefits exists against the Foundation in the event of an insured event.

5. Contributions

- 5.1 Pension plan members who are gainfully employed and insured under the 1st pillar may make contributions. If the pension plan member is temporarily unemployed, they may make contributions for as long as they receive benefits from unemployment insurance.
- 5.2 The pension plan member may freely determine the amount and the timing of the tax-privileged contributions to one of their pension portfolios, up to the maximum annual tax-privileged amount pursuant to Art. 7 para. 1 BVV 3 in conjunction with Art. 8 para. 1 BVG. If both spouses or both registered partners are gainfully employed, both may make contributions up to the maximum.
- 5.3 The pension plan member may in addition make tax-privileged retroactive contributions, provided that they
 - have not paid in all the maximum contributions permissible for them in the ten years preceding the buy-in, at the earliest from 1.1.2025;
 - were entitled to make contributions pursuant to Art. 7 para. 1 BVV 3 in each of the years concerned by the retroactive contributions; and
 - have paid in full the contribution permissible for them pursuant to Art. 7 para. 1 in the year in which the retroactive contribution is made (buy-in year).
- 5.4 In the buy-in year, the contributions made retroactively may not be higher than the difference between the total of the permissible contributions and the total of the contributions actually made over the past ten years, and in no case higher than 8% of the upper limit amount pursuant to Art. 8 para. 1 BVG.
- 5.5 No more than one retroactive contribution is permitted to close a contribution gap for a given year (annual contribution gap). A single retroactive contribution may, however, close several annual contribution gaps.
- 5.6 If the pension plan member makes a withdrawal in connection with retirement, which is possible up to five years before reaching the statutory reference age, buy-ins are no longer permitted.
- 5.7 If the pension plan member provides the Foundation with evidence that they remain gainfully employed beyond the AHV retirement age, the pension plan member may make contributions to one of their pension portfolios until they cease their gainful employment, but at the latest until the expiry of the period permitted by law.

- 5.8 In order for contributions to be tax-effective in the current year, they must be received in the Foundation's account at the latest on the last banking day of the year. Retroactive crediting of contributions received too late is excluded.
- 5.9 Contributions paid in by employed persons who are affiliated to a pension fund and which exceed the maximum annual tax-privileged amount permitted by law may be transferred back to the pension plan member by the Foundation at any time. In the case of self-employed persons without affiliation to a pension fund, the repayment of the excess amount paid in (more than 40% of the upper limit amount pursuant to Art. 8 para. 1 BVG) may only be made once the repayment certificate from the tax authority has been received. The Foundation has the right to charge any expenses incurred in connection with amounts transferred in excess to the pension plan member's pension account.
- 5.10 Each year, the Foundation issues a statement for tax purposes to the pension plan member showing the contributions made for the tax year and the contributions made as a retroactive contribution.

6. Account balances (cash)

- 6.1 Account balances are invested by the Foundation as savings deposits with a bank subject to the Banking Act of 8 November 1934. Interest determined by the Foundation Board is credited annually on account balances.

7. Securities investments

- 7.1 Art. 5 BVV 3 and, by analogy, Art. 49 to 58 BVV 2 apply to the investment of the assets in securities. Contributions are invested on the trading day in the investment strategy chosen by the pension plan member, including where the pension plan member may have paid in more than permissible and the Foundation could not yet have been aware of this.
- 7.2 In connection with the investment of the assets in securities, the pension plan member is expressly made aware of the respective risks. For retirement savings invested in securities, there is neither a claim to interest nor to preservation of capital value. The investment risk is borne solely by the pension plan member.
- 7.3 The Foundation periodically reviews compliance with the investment strategy and its consistency with the individual risk tolerance of the pension plan members in accordance with the explanations and provisions of the Investment Regulations.

8. Options for withdrawing the retirement savings

In the event of survival

- 8.1 Pursuant to Art. 3 para. 1 BVV 3, the retirement savings may be paid out to the pension plan member at the earliest five years before the ordinary AHV retirement age. If the pension plan member provides evidence that they continue to be gainfully employed, the withdrawal may be deferred by no more than five years after reaching the ordinary AHV retirement age.

In the event of death (valid until 31 May 2027)

- 8.2 Following the death of the pension plan member, the following persons are beneficiaries in the order set out below:
- the surviving spouse or the surviving registered partner,
 - the direct descendants as well as the natural persons who were supported to a considerable extent by the deceased person, or the person who lived in an uninterrupted cohabitation with the deceased during the last five years up to their death or who must provide for the maintenance of one or more joint children,
 - the parents,
 - the siblings,
 - the remaining heirs.
- 8.3 The pension plan member has the right, by written notice to the Foundation, to designate one or more beneficiaries from among the beneficiaries named in letter b and to specify their entitlements in more detail, as well as to change the order of the beneficiaries under section 8.2 letters c to e and to specify their entitlements in more detail.
- 8.4 If the death of the pension plan member was intentionally caused by a beneficiary and the Foundation becomes aware of this before payment, that beneficiary is excluded from the benefit. The benefit thus released passes to the next beneficiaries pursuant to section 8.2.

In the event of death (valid from 1 June 2027)

- 8.5 Following the death of the pension plan member, the following persons are beneficiaries in the order set out below:
- the surviving spouse or the surviving registered partner,

- the direct descendants as well as the natural persons who were supported to a considerable extent by the deceased person, or the person who lived in an uninterrupted cohabitation with the deceased during the last five years up to their death or who must provide for the maintenance of one or more joint children,
- the parents,
- the siblings,
- the remaining heirs.

- 8.6 The pension plan member has the right, by written notice to the Foundation, to add one or more beneficiaries from among the persons named in section 8.5 letter b to the circle of beneficiaries under section 8.5 letter a and to specify the entitlements of the individual persons in more detail. In doing so, the pension plan member may not reduce the share of any of the beneficiaries under section 8.5 letters a or b to less than 10% of the pension capital.
- 8.7 The pension plan member also has the right, by written notice to the Foundation, to change the order of the beneficiaries under section 8.5 letters c to e and to specify their entitlements in more detail.
- 8.8 If the death of the pension plan member was intentionally caused by a beneficiary and the Foundation becomes aware of this before payment, that beneficiary is excluded from the benefit. The benefit thus released passes to the next beneficiaries pursuant to section 8.5.

In the event of disability

- 8.9 The retirement savings fall due if the pension plan member draws a full pension from the federal disability insurance, the disability risk is not insured within the framework of tied pension provision and the pension plan member submits an application for payment.

For the promotion of home ownership

- 8.10 The pension plan member may withdraw all or part of their retirement savings in advance for:
- the acquisition and construction of residential property for their own use;
 - participation in residential property for their own use;
 - the repayment of mortgage loans on owner-occupied residential property;

- 8.11 Withdrawals within the framework of the promotion of home ownership may be claimed every five years. They are permitted until no later than five years before the ordinary AHV retirement age (the date of birth is the reference date).
- 8.12 Instead of a withdrawal, the retirement savings may be pledged in whole or in part within the framework of the promotion of home ownership (see section 9). A pledge is possible until the ordinary AHV retirement age.

Further early withdrawal options

- 8.13 An early payment of the retirement savings is possible at the request of the pension plan member in the following cases:
- if the pension plan member uses the benefit paid out for a buy-in into a tax-exempt pension institution or for another recognised form of pension provision;
 - if the pension plan member takes up self-employment and is no longer subject to mandatory occupational pension provision (withdrawal possible within one year of taking up self-employment);
 - if the pension plan member gives up their previous self-employed activity and takes up a different self-employed activity (withdrawal possible within one year of taking up the self-employed activity);
 - if the pension plan member leaves Switzerland permanently and does not take up residence in the Principality of Liechtenstein.

9. Consent of the spouse or the registered partner

- 9.1 If the pension plan member is married or lives in a registered partnership, the Foundation may, in the case of a payment pursuant to sections 8.10 and 8.13 letters b to d, require an officially or notarially certified signature of the spouse or of the registered partner. If the pension plan member is unable to obtain consent or if consent is refused, they may apply to the civil court.

10. Notification to the tax authority

- 10.1 When the retirement savings are paid out, the Foundation notifies the tax authority in analogous application of Art. 19 of the Federal Act on Withholding Tax.
- 10.2 If the pension plan member is domiciled abroad at the time of the request for closure, the Foundation is obliged to deduct withholding tax.

11. Payment of benefits

- 11.1 On the next trading day, once a reason for payment pursuant to sections 8.1 to 8.13 exists, all conditions for payment are met and/or the corresponding complete applications from the pension plan member are available, units in securities are sold and the corresponding proceeds are credited to the pension plan member's account.
- 11.2 For pension plan members or beneficiaries who qualify as a US person (persons with citizenship, residence or tax liability in the USA), no securities units may be transferred to a non-tied securities account.
- 11.3 The Foundation does not pay out retirement pensions. The transfer or withdrawal of the capital is made solely in the form of a transfer to another account. The benefits to be provided by the Foundation are made exclusively in Swiss francs.

12. Assignment and pledging

- 12.1 The retirement savings or the benefit entitlement that is not yet due may neither be pledged nor assigned. Art. 30b BVG, Art. 331d CO and Art. 8 to 10 of the Ordinance on the Promotion of Home Ownership using Occupational Pension Funds (Art. 4 para. 2 BVV 3) remain reserved.

13. Liability

- 13.1 The Foundation is not liable towards the pension plan member for consequences arising if the pension plan member does not comply with the statutory, contractual or regulatory obligations.

14. Reporting obligations of the Foundation

- 14.1 The Foundation complies with the Swiss documentation and information obligations. Any documentation or reporting obligation going beyond this, possibly imposed by foreign authorities, concerns exclusively the respective pension plan members; the Foundation accepts no liability for this and does not offer any service in this respect.

15. Data of the pension plan member

- 15.1 The pension plan member agrees that all information and data relating to the conclusion and processing of the Pension Agreement may be exchanged between the Foundation and the company or companies entrusted with the management and the asset management, insofar as this is necessary for the performance of their respective duties.

- 15.2 The Foundation is entitled to engage third parties, in particular banks or insurance companies subject to the Banking Act, in order to perform its duties under the Pension Agreement. The pension plan member agrees that a bank or insurance company subject to the Banking Act may obtain knowledge of their data insofar as this is necessary for the performance of its duties. The pension plan member further acknowledges that the Foundation may be required by law to provide information to authorised third parties.
- 15.3 The pension plan member keeps their documents and means of identification such as passwords or codes safe and takes all precautions to prevent unauthorised persons from gaining access to them. When issuing instructions, they observe all precautions that reduce the risk of misuse or fraud. Losses resulting from a breach of these duties of care are borne by the pension plan member.

16. Communication

- 16.1 Communication between the Foundation and the pension plan member as well as with authorised third parties via encrypted or unencrypted electronic media such as telephone, fax, mobile phone, SMS, e-mail, chat, social media, applications for mobile devices or other internet-based platforms is permitted, irrespective of whether the communication takes place from or via Switzerland or abroad. The Foundation is authorised to use all of the aforementioned contact channels that the pension plan member has provided to the Foundation.

17. Notices to the pension plan member

- 17.1 The pension plan member informs the Foundation immediately of any changes to the address and personal details they have provided to the Foundation. The Foundation accepts no liability for the consequences of insufficient, late or inaccurate information. Notices from the Foundation are deemed to have been given if they have been sent to the most recent contact details provided by the pension plan member.
- 17.2 Written notices to the pension plan member are deemed to have been validly delivered if they have been sent to the last address recorded with the Foundation. The date of the copies or dispatch lists in the possession of the Foundation is presumed to be the time of dispatch.

18. Complaints

- 18.1 If the pension plan member or any beneficiary wishes to claim that instructions were executed defectively or not at all, or wishes to object to account or custody

statements or other notices from the Foundation, they must do so within 30 days. Otherwise, the notice or the instruction is presumed to be correct.

19. Fees

19.1 The Foundation may set administration and processing fees as remuneration for maintaining and administering retirement savings as well as for special efforts. These are set out in Fee Regulations. Amendments to the Fee Regulations are brought to the attention of the pension plan member in a suitable manner.

20. Closure of unused pension accounts

20.1 The Foundation reserves the right to close pension accounts if no credit has been made within 6 months of the pension account being opened.

21. Amendments and further provisions

21.1 The Foundation Board reserves the right to amend these Regulations at any time. Such amendments are notified to the pension plan member in a suitable manner. Amendments to the legal and regulatory provisions underlying the Regulations remain reserved and are also valid without notice to the pension plan members. In the event of amendments to the Regulations, the new Regulations replace earlier versions. The version applicable at any given time may be requested from the Foundation. The Regulations and any amendments must be brought to the attention of the competent supervisory authority.

21.2 These Regulations are also available in other languages; however, the German version is authoritative for the interpretation of the Regulations.

22. Applicable law, place of performance and place of jurisdiction

22.1 Swiss law applies exclusively to the relationship between the pension plan member and the Foundation and between the beneficiaries of the pension plan member and the Foundation. The place of jurisdiction is governed by Art. 73 para. 3 BVG

23. Entry into force

23.1 These Regulations enter into force on August 27, 2026.

Aarau, 27 August 2026

The Foundation Board of the findependent 3a Retirement Savings Foundation