



Postal address

Swisscanto Foundations
P.O. Box 99
8010 Zurich

Application to open an account

Applicant

Please select the cantonal bank paying interest

- Appenzeller Kantonalbank (CH50 0076 3605 0331 1590 1 / Vtr.-Nr. 610000)
- Schwyzer Kantonalbank (CH04 0077 7000 0200 0008 3 / Vtr.-Nr. 650000)
- St. Galler Kantonalbank (CH69 0078 1585 0330 0010 3 / Vtr.-Nr. 670000)
- Schaffhauser Kantonalbank (CH33 0078 2005 5645 2610 1 / Vtr.-Nr. 680000)
- Glarner Kantonalbank (CH89 0077 3805 0333 8570 7 / Vtr.-Nr. 630000)
- Banque Cantonale Neuchâteloise (CH43 0076 6000 Z352 0721 9 / Vtr.-Nr. 710000)
- Urner Kantonalbank (CH38 0078 5000 0839 4273 2 / Vtr.-Nr. 700000)
- Graubündner Kantonalbank (CH12 0077 4151 2901 8700 0 / Vtr.-Nr. 640000)
- Thurgauer Kantonalbank (CH08 0078 4102 0060 7000 0 / Vtr.-Nr. 690000)
- Banca dello Stato (CH63 0076 4105 0247 L000 C / Vtr.-Nr. 620000)

Title

- Ms
- Mr

First name

Last name

Street

No.

Postcode

Place

Country

Date of birth

Marital status

since, date

Social security number

Telephone

Would you like to register a different correspondence address?

- Yes
- No

Correspondence address

First name

Last name

c/o, Company



Street _____ No. _____

Postcode _____ Place _____

Country _____

Are you planning to move?

- Yes
 No

Future address:

Street _____ No. _____

Postcode _____ Place _____

Country _____ valid from _____

Would you like to communicate with us by e-mail?

- Yes
 No

E-mail _____

I hereby confirm that I have read and accepted the provisions for two-way communication and data exchange by e-mail.

Vested benefit

Have you worked in the last 12 months?

- Yes
 No

Name and address of your previous employer

Company _____

Street _____ No. _____

Postcode _____ Place _____



Country

Name and address of the transferring pension fund and/or vesting institution

Pension fund and/or vesting institution

Street

No.

Postcode

Place

Place and date

Signature

Please send a copy of this form to the previous employee benefit institution / vested benefits.

Provisions for two-way communication and data exchange by e-mail

September 2019 edition

These provisions apply for the two-way communication and data exchange by e-mail between you and the Swisscanto Vested Benefits Foundation of the Cantonal Banks (hereinafter referred to as Foundation) in connection with an existing or yet to be opened vested benefit account. You are free to use means of communication other than e-mail.

The Foundation draws your attention to the fact that e-mail is what is known as an open means of communication. You are aware that electronic exchange of information entails the following risks:

- The Internet is a global, open network available to everyone. The transmission of e-mails cannot be controlled and occurs also via foreign countries. Confidentiality of data during transmission by e-mail cannot therefore be guaranteed.
- E-mails and their attachments can be changed by third parties without being noticed, senders and recipients amended and thereby authenticity feigned.
- E-mails can be delayed, deleted, misrouted or shortened during transmission due to transmission errors, technical defects or other malfunctions.
- Accessing websites, including clicking on links embedded in e-mails and opening data attachments, can sometimes implant harmful computer programs, e.g. viruses or Trojans, on your computer, your smartphone or similar devices.

You can communicate with the Foundation by e-mail and issue your mandates and instructions. The Foundation shall be deemed to be authorised to communicate with you by e-mail if you have provided an e-mail address in this document or elsewhere. The Foundation shall also be deemed to be authorised to respond to e-mails of the undersigned and thereby use the e-mail address which you used to write to the Foundation, even if you have not yet informed the Foundation of this e-mail address in advance.

You can send your e-mails to fzs@swisscanto-stiftungen.ch or to the personal business address of an employee of the Foundation.

You are aware that the Foundation will process the received e-mails only during normal office hours. You are also aware that the Foundation can also send e-mail in unencrypted form.

You furthermore recognise that urgent queries or mandates should not be sent to the Foundation via e-mail. Instead you should in this case agree the chosen procedure with the Foundation by telephone. Moreover, you acknowledge that no sensitive personal information or account data should be sent to the Foundation by e-mail. Furthermore, you are aware that this authorisation does not release you from submitting certain documents in original form and that submitting a mandate or query by e-mail does not entitle you to expedited processing.

In case of doubt as to whether a received e-mail was actually sent by the Foundation, the e-mail should only be opened after consultation with the Foundation.

You must inform the Foundation immediately of an amendment to your e-mail address.

The Foundation reserves the right in an individual not to respond by e-mail to e-mails it receives. It reserves the right in this case to decline mandates and instructions received by e-mail or to request a different form for the issuing of the mandate.

Insofar as permitted by law, neither the Foundation nor individual Foundation Board members, employees or representatives shall in any way or form be liable for direct or indirect losses, liability claims, costs, claims or expenses or damages of any kind which might arise from or in connection with communication and data exchange via e-mail.

You assume responsibility for all consequences and damages which might arise from the electronic exchange of information and in particular from a misuse of the e-mail system.

In relation to open communication via e-mail you also expressly accept the risk that your data may be intercepted by third parties during transmission and that to this extent confidentiality cannot be guaranteed. The Foundation cannot for its part guarantee that e-mails which show the Foundation to be the sender have been sent by the Foundation or that e-mails sent by the Foundation or directed to the Foundation are received in an unadulterated and timely manner by the correct recipient.

You are obliged to indemnify the Foundation from any damage it incurs from business correspondence with you via the aforementioned means of communication.

All provisions apply in their entirety also for the use of e-mails by persons authorised by you.

The Foundation reserves the right to change the provisions for the use of electronic means of communication at any time. You will be informed of amendments by the appropriate means.

This authorisation shall retain its validity until such time as you revoke it.

This authorisation is subject to Swiss law. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this authorisation is Basel-Stadt.

Basel, September 2019

Regulations

Swisscanto Vested Benefits Foundation

September 2018 edition



Regulations

Based on Art. 9 of the deed of foundation of the Swisscanto Vested Benefits Foundation of the Cantonal Banks, Basel (hereinafter referred to as the "Foundation"), the foundation board issues the following regulations:

Preliminary remarks

Terms denoting the male gender also refer to the female gender, and vice versa. The Foundation uses the terms "customer" and "policy holder" synonymously. The same applies to the use of "pension assets" and "vested benefits".

Art. 1 Purpose and legal basis

- 1 The purpose of the Foundation is to maintain employee benefit coverage pursuant to the provisions of the Federal Law on Vesting in Pension Plans (LVOB) and the Ordinance on Vesting in Pension Plans (OVOB).
- 2 These regulations serve as the basis of the benefit arrangement between the Foundation and the policy holder.
- 3 The Foundation is subject to the supervision of the BSABB, (LOB and the foundation supervisory authority of the cantons of Basel Stadt and Basel Landschaft).
- 4 The manager of the Foundation is Helvetia Swiss Life Insurance Company Ltd.
- 5 The German version is binding for the interpretation of the regulations.

Art. 2 Vested benefits account

- 1 The Foundation sets up and manages a separate vested benefits account for every policy holder.
- 2 Incoming and outgoing payments are normally made in Swiss francs and are credited to an account in Switzerland held in the name of the policy holder. In the event of any payment being made to a non-CHF-denominated account, any resulting liability, bank charges and exchange rate losses will be borne by the policy holder.

Art. 3 Vested benefits statement

The policy holder receives from the Foundation

- a. a vested benefits statement after the opening of the vested benefits account and
- b. a vested benefits statement at the beginning of every following year.

Art. 4 Policy holder's obligation to notify

If the policy holder joins a new employee benefit institution, the Foundation must transfer his/her pension assets to the new employee benefit institution to ensure continued benefit coverage. The policy holder must inform the Foundation when he joins a new employee benefit institution.

Art. 5 Interest

- 1 The Foundation will invest the pension assets of the policy holder in the form of a savings deposit pursuant to Art. 19 OVOB with what is referred to as "the interest-paying cantonal bank".
- 2 Upon opening the vested benefits account, the policy holder will be asked to choose an interest-paying cantonal bank. If the policy holder fails to choose an interest-paying cantonal bank,

he will have one assigned to him by the Foundation. The policy holder may at any time submit a written request to change the interest-paying cantonal bank. The Foundation may change the interest-paying cantonal bank if it considers such a change to be necessary. The policy holder may delegate the task of choosing and changing the interest-paying cantonal bank to the Foundation. Under no circumstances will the Foundation assume any liability for or consequences of any difference in the interest rate paid.

- 3 The Foundation will pay interest on the pension assets at the rate received from the interest-paying cantonal bank until such time as the corresponding benefit becomes due. Interest rates can change during the course of a calendar year. Changes in the interest rate will be announced in appropriate form on the Foundation's website (www.swisscanto-foundations.ch); a notice to this effect will also be included on the policy holder's next vested benefits statement. The pension assets transferred into the scheme will generally be calculated at the end of the year, taking account of interest earned, and will continue to accrue interest the following year.

Art. 6 Retirement benefit

- 1 The accrued pension assets generally fall due for payment on the first day of the month following the month in which the policy holder reaches the regular OASI retirement age.
- 2 Payment of the retirement benefit can be brought forward or postponed by a maximum of five years.
- 3 The retirement benefit also falls due for payment if the policy holder draws a full disability pension from the Federal Disability Insurance.
- 4 If the policy holder is married or living in a registered partnership, payment of the retirement benefits is permitted only if the spouse or registered partner agrees in writing. If the policy holder is unable to produce the written consent of the spouse or partner, he or she may appeal to the civil court.

Art. 7 Early termination of benefit arrangement

- 1 The benefit arrangement may be terminated before the policy holder reaches ordinary OASI retirement age and the pension assets may be paid out if they are transferred to a tax-exempt employee benefit institution or if benefit coverage is maintained in another legal form.
- 2 Early cash payment of the pension assets may be requested by a policy holder
 - a. who is leaving Switzerland permanently. Policy holders cannot request the cash payment of the minimum retirement assets pursuant to the LOB if they:
 - I. continue to be subject to compulsory insurance for the risks of old age, death and disability under the legal requirements of a member state of the European Community;
 - II. continue to be subject to compulsory insurance for the risks of old age, death and disability under Icelandic or Norwegian legal regulations;
 - III. are resident in Liechtenstein.
 - b. who takes up self-employment as his/her main occupation and is no longer subject to the compulsory employee benefits insurance.
 - c. who can prove that the pension assets amount to less than his/her annual contribution before the vested benefits account was set up.

3 Policy holders who are married or who live in a registered partnership require the written consent of their spouse or registered partner in order to request a cash payment. Other policy holders need an official confirmation of their marital status when requesting a cash payment.

Art. 8 Assignment and pledging, promotion of home ownership, divorce

- 1 None of the benefits insured under these regulations may be assigned or pledged before the date on which they fall due. Art. 22 et seq. LVOB is reserved in the case of a divorce or the legal dissolution of a registered partnership (in accordance with the Partnership Law, PartG), as are the provisions on the promotion of home ownership utilizing funds from the occupational benefit scheme pursuant to Art. 30a-f and Art. 83a of the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (LOB) and Art. 331d-e of the Swiss Code of Obligations (CO). The separate regulations of the Foundation on the promotion of home ownership also apply.
- 2 In the event of divorce, the Foundation will, on request, prepare a divorce calculation and send it to the court handling the case. If one of the spouses is awarded compensation, the court will officially notify the Foundation of the amount to be transferred. The Foundation will be bound by the court's decree and instructions. The same applies to the dissolution of registered partnerships. If a divorce or dissolution takes place abroad, the decree will need to be recognized by a Swiss court.

Art. 9 Death benefit

- 1 If the policy holder dies before the retirement benefits fall due, the following persons will be considered to be beneficiaries in the following order:
 - a. the survivors pursuant to Art. 19, 19a and 20 LOB;
 - b. any natural persons supported by the policy holder to a considerable extent; or the person with whom the policy holder lived together without interruption for the last five years before his death or who is responsible for supporting one or more joint children;
 - c. the children of the deceased who do not satisfy the requirements of Art. 20 LOB, the parents or the siblings, in each case in accordance with the statutory division rules under inheritance law;
 - d. the other legal heirs, to the exclusion of the public body, in accordance with the statutory division rules under inheritance law.
- 2 The policy holder can submit a written declaration specifying the shares of the beneficiaries or, if there are special circumstances, expand the group of persons under a) by adding persons from group b), provided that this better serves the purpose of pension provision.

Such a declaration (known as an order of beneficiaries) must be submitted to the Foundation. Persons outside the groups defined under a) and b) cannot be appointed as beneficiaries.
- 3 If the Foundation is informed before the death benefits are paid out, that the beneficiary deliberately caused the death of the policy holder, the Foundation can refuse to pay part or all of the pension benefits. In such a case, the remaining entitlement is transferred to the next person/s in the order of beneficiaries. The Foundation does not actively check the cause of death and the circumstances that led to the death.

4 Art. 9 para. 3 applies mutatis mutandis, provided the beneficiary persuaded the policy holder by cunning, coercion or under threat to issue or revoke a written statement pursuant to Art. 9 para. 2 of these regulations or prevented him/her from doing so.

Art. 10 Documents and certificates

- 1 The policy holder, or the beneficiaries as the case may be, must make a credible case for the benefit payment, in particular by submitting official certificates.
- 2 Documents must be submitted to the Foundation in one of Switzerland's three official languages (German, French, Italian) or in English. The cost of the certificates and translations must be borne by the policy holder.
- 3 At any time, in any context and without giving any additional grounds for doing so, the Foundation shall be entitled to request the policy holder to submit signatures in officially certified or notarized form.
- 4 The Foundation reserves the right to request additional documents from the policy holder at the latter's expense.

Art. 11 Provision of benefits

- 1 All benefits (Arts. 6-9) will fall due for payment 30 days after receipt of all the required information. At the end of this period, default interest will be owed. The default interest corresponds to the currently valid interest rate in accordance with Art. 5.
- 2 The Foundation provides all benefits subject to the availability of liquidity.
- 3 In the unlikely event of the interest-paying cantonal bank becoming bankrupt or insolvent, the Foundation may suspend the provision of benefits or payments. In the event of the interest-paying cantonal bank becoming bankrupt or insolvent, the Foundation may also suspend the option of early termination of the pension relationship.
- 4 The suspension may be maintained until such time as the Foundation has the necessary liquidity at its disposal (e.g. from the bankrupt estate or from the canton in question).

Art. 12 Taxes

- 1 The pension assets, including interest, are taxable in accordance with Swiss law at the time when they are paid out. The Foundation has a duty to report payments to the tax authorities. The policy holder is advised to seek advance clarification of the question of tax treatment from the relevant tax authority. The policy holder bears sole responsibility for any tax consequences and supplementary tax procedures.
- 2 If the policy holder is domiciled abroad at the time when the payment is made or if he leaves Switzerland permanently, withholding tax will be retained when the payment is made. The Foundation is subject to the withholding tax rate of the canton of Basel-Stadt.

Art. 13 Investment saving

- 1 The Foundation offers the policy holder investment saving as defined by Art. 19 of the Ordinance on Vesting in Pension Plans (OVOB).
- 2 The policy holder bears the risk associated with changes in the price of the units. Policy holders have neither an entitlement to a minimum return nor to the preservation of the value of their capital for the pension assets invested in units.
- 3 The separate regulations of the board of trustees on investment saving also apply.

Art. 14 Correspondence

- 1 Policy holders must address all correspondence directly to the Foundation. The provisions of the regulations on investment saving (Art. 13) are reserved.
- 2 The policy holder must inform the Foundation of any changes of name, address or marital status. Married policy holders and policy holders living in a registered partnership must also inform the Foundation of the date of marriage or the registration of the partnership. Notices from the Foundation to the policy holder are deemed to have been properly served if they were sent to the last address registered by the Foundation. In order to make a comparison, the Foundation may obtain information on the policy holder's address data from the interest-paying cantonal bank indicated on the policy holder's statement of vested benefits.
- 3 The Foundation may send the policy holder or beneficiary correspondence that does not require a signature.

Art. 15 Rejection and termination by the Foundation

The Foundation may decline to open a vested benefits account without stating reasons; it will notify this in writing. The Foundation may also unilaterally terminate the pension relationship at any time without stating reasons; it will notify the policy holder of this in writing. Within 30 days of receiving such notification, the policy holder undertakes to let the Foundation know where his/her termination benefit should be transferred to for the purpose of maintaining employee benefit coverage. If the policy holder fails to provide such instructions, the Foundation will transfer his/her termination benefit to the LOB substitute scheme.

Art. 16 Treatment and protection of personal data

In view of the close relationship between the Foundation and Helvetia Insurance, all data is managed in a joint database. The policy holder consents to the interest-paying cantonal bank indicated on his/her statement of vested benefits receiving regular updates of his/her personal data and/or amendments thereof managed by the Foundation. Furthermore, the policy holder consents to Helvetia Swiss Life Insurance Company Ltd. (the manager of the Foundation), Helvetia Swiss Insurance Company Ltd and the interest-paying cantonal bank indicated on the policy holder's statement of vested benefits using the acquired personal data of the policy holder managed by the Foundation for their own purposes (e.g. providing advice on products, marketing). The Foundation will take all the necessary technical and organizational measures to ensure optimum and appropriate protection of personal data.

Art. 17 Liability

The Foundation will not be liable to the policy holder for any consequences of the policy holder's failure to comply with statutory, contractual or regulatory obligations.

Art. 18 Legal venue

The legal venue for any disputes arising from these regulations shall be determined in accordance with Art. 73 of the LOB. The registered office of the Foundation is located in the canton of Basel-Stadt.

Art. 19 Entry into force and amendments

- 1 These regulations enter into force on 01.10.2018. The relevant legal provisions underpinning these regulations are subject to change and shall also apply to these regulations from the date of their entry into force.
- 2 The foundation board is authorized to amend these regulations at any time. The amendments require the approval of the supervisory authority. Policy holders will be notified of such amendments in appropriate form.
- 3 The current version of the regulations is available on the Foundation's website at www.swisscanto-foundations.ch.

Basel, September 2018

The Board of the Swisscanto Vested Benefits Foundation

