

Fondation 2^{ème} pilier swissstaffing

Guide to the main provisions of the FIX INTERN Pension Plans (valid from 1 April 2022)

1. Definitions

Affiliated Company:

The Employer is a temporary employment company which has signed an affiliation agreement with swissstaffing.

Foundation:

The occupational benefits institution insuring the temporary and permanent employees of the affiliated companies of swissstaffing against the financial consequences of retirement, death, and disability.

Pension Board

The highest governing body of the Foundation, responsible for its overall management. The Pension Board is composed of an equal number of representatives of the affiliated companies and of the members. In 2022, the Pension Board comprises six members.

Administration:

Aon Switzerland Ltd, a service company, is entrusted with the administration of the Foundation under the oversight and control of the Pension Board.

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LPP/BVG – LFLP/FZG

LPP/BVG: Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans

LFLP/FZG: Federal Vesting Act

Savings account / Retirement savings capital

An account managed by the Foundation and serving to finance a member's retirement benefits. It consists of the savings portion of the contributions paid by the employer and the employee, transfers-in of vested termination benefits (or personal contributions), any allocations decided by the Pension Board, and annual credited interest. The Foundation issues at least one insurance certificate per year to every member.

2. Membership of the Foundation

The Foundation insures all permanent employees who:

- are over the age of 17;
- have not yet reached retirement age;
- earn an annual salary of more than CHF 21,510; and
- are not more than 70% disabled, within the meaning of the AI/IV.

3. Start of coverage

Coverage starts on the first day of employment:

- if the employment contract is for an indefinite term,
- if the employment contract is for a limited term exceeding three months,

or from the date on which

- the employment term is extended beyond the original term of less than three months.

Accident, illness, military or civil service, maternity leave, paternity leave, and care leave do not have the effect of terminating coverage.

4. Members' duties on joining

On joining the Foundation, new members must:

- request the transfer of all their accrued pension assets held with occupational benefits institutions or vested benefits institutions (statutory requirement);
- provide the Administration with the termination statement issued by their previous occupational benefits institution showing their vested termination payment on the departure date, at marriage and at age 50, as well as the LPP/BVG portion, and communicate the particulars of any withdrawals under the encouragement of home ownership scheme, and any voluntary purchases; and
- have their vested termination benefit transferred from their last occupational benefit or vested benefit institution to the Foundation's bank account.

UBS Neuchâtel
IBAN CH86 0029 0290 5461 3949 H or CCP 80-2-2,
account no. 290/ 290-546139.49H
in the name of «Stiftung 2.Säule»

The transfer must specify their surname and first name (as it appears on their ID/Passport), AVS/AHV number, and the name of their new employer with the reference "Festangestellt" (permanent employee).

5. Pensionable salary

The pensionable salary insured with the Foundation corresponds to the AVS/AHV contributory base salary (reference salary) less an LPP/BVG co-ordination amount.

The co-ordination amount may differ from one Company to another (set by each Company) and can be between CHF 0 and CHF 25,095.

The Company may limit the reference salary. Under the Foundation Regulations, the limit may lie between CHF 86,040 and CHF 860,400 (maximum statutory limit).

6. Contributions

The total contribution can vary, depending on the contribution level for savings chosen by the Company:

Age ¹⁾	Minimum savings	Medium savings	Maximum savings	Risk and costs
18 to 24	0.0 %	0.0 %	0.0 %	²⁾ 2.0 %
25 to 34	7.0 %	9.0 %	11.0 %	²⁾ 2.0 %
35 to 44	10.0 %	12.0 %	14.0 %	²⁾ 2.0 %
45 to 54	15.0 %	17.0 %	19.0 %	²⁾ 2.0 %
55 to retirement	18.0 %	20.0 %	22.0 %	²⁾ 2.0 %

¹⁾ Age: difference between the current year and the year of birth.

²⁾ For plans providing for a minimum disability pension of 60% of the pensionable salary, risk contributions are increased by 0.15%.

For plans providing for an additional lump-sum death benefit, risk contributions are increased by 0.05% (benefit equivalent to 100% of the pensionable salary) or by 0.15% (benefit equivalent to 200% of the pensionable salary).

Contributions – members and Company:

Members' contributions are based on their pensionable salary. The contribution rate varies according to age and the level and apportionment of the contribution scale chosen by the Company.

Apportionment of contributions between the Company and the members (Company's option) may be:

- Company: 50 % Members: 50 %
- Company: 60 % Members: 40 %
- Company: 80 % Members: 20 %

7. Contributions during incapacity for work on ground of illness, accident, military or civil service, paternity leave, maternity leave, or care leave

During these leaves of absence, employees receive income compensation benefits.

For the period during which the Company is obliged by law to continue paying the salary [Section 324a CO/OR (Berne Scale), 329f CO/OR (maternity leave), 329g CO/OR (paternity leave), or 329i CO/OR (care leave)], or if the income compensation benefits are subject to AVS/AHV contributions, the member and the employer must continue to pay contributions.

After the end of the statutory period of continued salary payment, contributions are no longer due although members remain insured with the Foundation until they leave (end of contract).

If the illness or accident leads to the recognition of a disability by the Federal Disability Insurance (AI/IV), the member and the employer will be released from their obligation to pay contributions for the nine months preceding the recognition of the disability by the AI/IV. From that time, the Foundation shall take over the contribution payments, in particular by continuing to pay into the member's retirement savings account.

8. End of coverage

Coverage ends on the last day of employment. If the member does not take up work with a new employer, death and disability risk coverage are maintained for one more month.

If the employment contract is terminated by the employer and the member is age 55 or older, the member has the option of maintaining coverage on a voluntary basis.

9. Vested termination benefit (on leaving)

Members are entitled to a vested termination benefit (VTB) when they leave the Foundation provided that they have an available retirement savings capital. The VTB is transferred to the member's new occupational benefit or vested benefit institution following the instructions received from the member.

In the cases listed in the questionnaire, the VTB may be disbursed as a cash payment. Legal restrictions must be observed.

The amount of the VTB corresponds to the member's available retirement savings capital on the date of leaving the Foundation. The minimum benefits under the LPP/BVG and LFLP/FZG are guaranteed.

Members are issued a termination statement when they leave the Foundation. The statement contains the particulars of the vested termination benefit, the mandatory information to be communicated to their next occupational benefits institution, and a questionnaire concerning payment. The questionnaire must be completed and returned to the Administration.

10. Death and disability benefits

Once all requirements are met, the Foundation may pay the following regulatory benefits:

- a) in the event of disability:
- temporary disability pension calculated based on the projected retirement savings capital and the conversion rate, but at least 50% of the pensionable salary (or at least 60% depending on the pension plan chosen by the employer);
 - disabled member's child's pensions;
 - contribution waiver.

b) in the event of death:

- spouse's pension or a single lump-sum settlement;
- (non-registered) partner's pension
- orphan's pensions;
- divorced spouse's pension;
- lump-sum death benefit for unmarried members; and
- in any event, a supplemental lump-sum death benefit equivalent to 50%, 100% or 200% of the pensionable salary (depending on the plan chosen by the employer) up to an amount not exceeding five times the LPP/BVG maximum salary.

For the event of their death, members are strongly encouraged to designate to the Foundation a) their (non-registered) partner, if they have one, and b) the beneficiaries under the Regulations. The relevant forms may be obtained from the Administration.

11. Claims procedure in case of an insured event

The member or their beneficiaries must report the insured event to the affiliated Company. The Company shall assemble the requisite information and contact the Administration.

The member, or their beneficiaries, shall make available all requisite information for processing the claim.

12. Retirement benefits

Upon reaching the AVS/AHV retirement age, the following benefits are granted:

- a retirement pension; or
- at the member's written request, a lump-sum retirement capital. In the case of married members, the written consent of their spouse is required (signature certified by a public notary).
- pensioner's child's pensions, if the conditions are met.

Early retirement is permitted from the age of 58, and deferred retirement is possible until the age of 70 by agreement with the Foundation.

Members may apply to receive a partial retirement pension if their degree of employment is reduced by at least 25% after they reach the age of 58.

Members may apply to open an early retirement account.

13. Encouragement of home ownership

Members may withdraw all or a portion of their personal retirement savings capital (subject to restrictions after age 50) to finance a residential property for their own use. The minimum withdrawal amount is CHF 20,000 in accordance with the LPP/BVG.

A withdrawal has the effect of reducing the benefits payable by the Foundation; in this case, members should consider taking out individual supplemental insurance with an insurance company at their own expense.

Alternatively, members may pledge all or a portion of their retirement savings capital (subject to restrictions).

The Administration is at your disposal for further information.

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