



GTC and Regulations for the VIAC Plattform

When using the VIAC platform, the following General Terms and Conditions and Regulations may apply depending on the selected product.

General Terms and Conditions of VIAC Invest AG
as of September 1, 2024

Regulations of the Terzo Pension Foundation of WIR Bank Cooperative
as of September 1, 2024

Regulations of the Vested Benefits Foundation of WIR Bank Cooperation
as of September 1, 2024

General Terms and Conditions

The male also includes the female form. These general terms and conditions are available in German, French, Italian and English. In case of uncertainties regarding the interpretation of these general terms and conditions, the German version shall prevail. The current German version of these general terms and conditions is available on the VIAC homepage (viac.ch).

The general terms and conditions (hereinafter "GTC") govern the business relationship between the customer and VIAC Invest AG (hereinafter "VIAC") unless specific agreements are made. For individual types of business, the separate contractual agreements between the customer and VIAC, as well as the separate conditions and regulations issued by VIAC, apply in addition to these GTC.

Information about VIAC Invest AG

VIAC Invest AG
Innere Margarethenstrasse 2
CH-4051 Basel

P 0800 80 40 40
info@viac.ch
www.viac.ch

Company/VAT-No. CHE-302.718.268

Supervisory status and responsible authority

VIAC is a fund management company according to Art. 32 of the Financial Institutions Act (FinIA) under the supervision of the Swiss Financial Market Supervisory Authority FINMA, Laupenstrasse 27, 3003 Berne.

Ombudsman office

Customer satisfaction is very important to VIAC. Should customers nevertheless not be satisfied with a VIAC service or should VIAC have rejected a customer's legal claim, customers can initiate mediation proceedings through the ombudsman's office. In this case, please contact:

Financial Ombudsman Service Switzerland (FINOS), Talstrasse 20, 8001 Zurich (www.finos.ch)

The procedure conducted by the ombudsman's office is unbureaucratic, fair, quick, impartial and inexpensive or free of charge for you.

Deposit insurance

As VIAC is not a bank under the Banking Act (BankG), there is no deposit insurance for client funds. All client deposits, including any interest, are secured by a default guarantee from WIR Bank Genossenschaft, Basel (Art. 5 para. 3 lit. f BankV). The default guarantee can be claimed from bankruptcy or the approval of a provisional moratorium against bankruptcy proceedings with regard to VIAC and is limited to the credit balance plus any interest at the time of bankruptcy or the approval of the provisional moratorium.

Economic ties to third parties

VIAC is a 100% subsidiary of WIR Bank Genossenschaft, Basel. Due to these economic ties, there are no conflicts of interest.

Customer segmentation

VIAC does not use client segmentation in accordance with the Financial Services Act (FinSA) and therefore treats all clients as retail clients, who enjoy a higher level of protection.

Our financial services - Asset management

Asset management is the management of assets that the customer has transferred to VIAC for management in its name, for its account and at its risk. VIAC executes transactions at its own discretion and without consulting the customer. In doing so, VIAC ensures that the executed transaction corresponds to the

financial situation and investment objectives of the customer respectively the investment strategy chosen by the customer and ensures that the portfolio structuring is suitable for the customer.

With regard to asset management, the client has the right of management of the assets in his portfolio. VIAC selects the investments within the portfolio with due care and consideration of the market offerings. VIAC ensures an appropriate distribution of risk to the extent permitted by the investment strategy. It regularly monitors the assets it manages and ensures that the investments are in line with the investment strategy which is agreed in the investment profile, and which are suitable for the client. VIAC regularly informs the client about the composition, valuation and performance of the portfolio as well as the costs associated with asset management.

Asset management generally involves the following risks, which lie within the client's sphere and are therefore carried by the client:

- Substance preservation risk or the risk that the financial instruments in the portfolio will lose value. This risk, which may vary depending on the financial instrument, is solely carried by the client. For the risks of the individual financial instruments, please refer to the brochure "Risks Involved in Trading Financial Instruments" published by the Swiss Bankers Association.
- Price risk in the context of forward pricing of funds. VIAC only uses funds that are issued at an issue price or redeemed at a redemption price no more than once a day. As part of investor protection, the order for funds must be placed without knowing the definitive settlement price (forward pricing). This prevents investors from exploiting information advantages to the disadvantage of the fund assets. For this reason, high price movements between the placement of the order and the calculation of the issue/redemption price may result in more money being invested in a portfolio than is available in the account. Such an overinvestment is automatically corrected on the next trading day.
- Information risk borne by VIAC or the risk that VIAC has insufficient information to make an informed investment decision.

When managing assets, VIAC considers the financial situation and investment objectives of the customer (suitability assessment). If the customer provides VIAC with insufficient or inaccurate information about his financial situation and/or investment objectives, there is a risk that VIAC will not be able to make suitable investment decisions for the customer. Furthermore, risks arise in asset management that lie within VIAC's sphere of risk (conflicts of interest, equal treatment) and VIAC is liable to the customer. VIAC has taken appropriate measures to counter the risks that lie within VIAC's sphere of risk.

Market offer

The market offering considered in the selection of financial instruments exclusively consists of VIAC's own financial instruments. For their part, the VIAC funds invest exclusively in other funds (target funds). Defined selection criteria such as product costs, transaction costs, withholding tax, replication method or tracking error are applied when selecting the target funds.

Our investment strategies

VIAC's investment strategies can be viewed at any time at www.viac.ch/en/products/invest/strategies. The strategies are described in detail and comprehensibly, the individual fund investments are disclosed and the costs are made transparent.

Financial instruments and associated risks

When investing in funds, the risks may vary depending on the instrument used and the target investments. The risks associated with the various instruments and their characteristics are described in detail in the brochure "Risks Involved in Trading Financial Instruments" published by the Swiss Bankers Association. The client receives a current version of the brochure when opening an account or on the VIAC homepage.

The fund assets are kept off the fund management company's balance sheet. In the event of bankruptcy, the fund assets are legally segregated in favor of the investors. In this case, there is no so-called issuer risk as with other forms of investment (e.g. bonds or structured products).

Based on the asset management agreement concluded with VIAC, VIAC has the right and the obligation to select securities for the customer within the framework of the investment strategy and to invest the customer's assets in these securities. VIAC is free to make investment decisions within the scope of the asset management agreement concluded. The invested assets can lead to an increase in value, but also to a loss. VIAC guarantees neither a return nor the success of the investment activity.

In the event of questions regarding the risks associated with the investments or their description, the client is requested to contact VIAC.

Costs

VIAC provides current information on the costs and fees of the financial services offered at all times on the homepage. Due to changing market conditions or costs, VIAC may change the prices and conditions at any time or introduce new prices and conditions, in particular negative interests (negative interest charged on the customer's account balance). VIAC will inform about the changes to the prices and conditions on its homepage, in a customer notification or in another suitable manner. In justified cases, the change will be made without prior notice. Upon notification of the change, the customer is free to terminate the service affected by the change in writing. New fees or prices or price and fee increases are deemed approved if the customer does not terminate the affected service or product within 30 days of notification. Third-party costs incurred by VIAC in its activities for the customer may be charged to the customer.

The fees agreed in the asset management agreement are communicated to the client with a transaction notice when they are charged.

The product costs of the investment funds are accrued daily and are already included in the reported return figures.

VIAC does not accept any compensation from third parties in connection with the provision of financial services. Should VIAC funds receive compensation from third parties, this will be credited in full to the fund assets and thus to the investors. Compensation from third parties that by its nature cannot be passed on to the client (e.g. research material) must be disclosed by VIAC as a conflict of interest.

Right of lien

VIAC has a right of lien on all assets of the customer held in the possession of the company to secure all present and future claims. In the event of default of payment, the company may realize the lien and use the proceeds to settle the claims.

Right of set-off

VIAC is entitled to offset the customer's claims against its own claims insofar as the claims are of the same type and due. The customer may only offset if their counterclaim is undisputed or has been legally established.

Principles of execution

As VIAC solely offers investment in its own VIAC funds, no execution principles have been defined. All subscriptions and redemptions of fund units are conducted at the respective issue and redemption prices.

Conflicts of interest

Conflicts of interest may arise if VIAC:

- can gain a financial advantage for itself or avoid a financial loss at the expense of customers in breach of good faith;
- has an interest in the outcome of a financial service provided to clients that is contrary to that of the customers;
- has a financial or other incentive in the provision of financial services to place the interests of certain customers above the interests of other customers; or
- accepts an incentive in the form of financial or non-financial benefits or services from a third party in relation to a financial service provided to the customer in breach of good faith.
- VIAC must always have adequate own funds in relation to the total assets of the managed collective investment schemes. VIAC reserves the right to invest in the sub-funds from its own umbrella funds. Only own funds that exceed the proportion of required own funds would be used. This may occur, for example, when new sub-funds are launched.

Conflicts of interest may arise in connection with asset management and the management of VIAC funds. They arise in particular through the coincidence of:

- several customers' orders;
- customer orders with VIAC's own transactions or other own interests, including those of companies affiliated with VIAC; or
- customer orders with transactions of VIAC employees.

VIAC has issued internal directives and taken organizational measures to identify conflicts of interest and prevent them from becoming detrimental to the customer:

- VIAC has set up an internal Risk & Compliance unit, which periodically monitors VIAC's investment and employee transactions as well as compliance with market conduct rules. By placing subscriptions and redemptions of fund units at the issue/redemption price, all customers are

treated equally and receive the same price. Effective control and sanction measures enable VIAC to avoid conflicts of interest.

- VIAC complies with its recording, reporting and journaling obligations for securities transactions.
- When executing orders, the acceptance deadlines for strategy changes and thus the placement of subscription and redemption orders are strictly adhered to. This ensures that all clients are treated equally.
- VIAC obliges its employees to report their mandates with other companies, cooperatives, associations, etc.
- VIAC designs its remuneration policy in such a way that no incentives are created for frowned upon behavior.
- VIAC regularly trains and develops its employees and ensures that they have the necessary expertise.
- VIAC consults the Risk & Compliance unit in the event of potentially conflicting interests and has such conflicts approved through this unit.

Payment transactions

Payments are always executed on the next bank working day of the order entry if there is sufficient cash in the account. Investigations that are required before execution will result in a payment on the bank working day on which the investigation is completed.

Incoming payments for which the essential details in the order contradict those of VIAC or other reasons prevent a credit (e.g. regulations, official decrees, terminated business relationships) may be rejected by VIAC. In connection with a refund, VIAC is entitled to notify all parties involved in the transaction of the reason for the non-credit.

In justified cases, VIAC may refund a credited amount to the customer account without the customer's consent (incorrect credit, violation of laws, etc.). VIAC shall inform the customer of the refund within a reasonable period and in an appropriate form.

For the processing of domestic and foreign payment transactions and transfer of securities, the name, address and account number of the principal must be provided. Without this information, payments abroad in particular will be rejected. In exceptional cases, it cannot be ruled out that transactions within Switzerland (e.g. payments in a foreign currency) will be processed through international channels. The customer acknowledges that payment transaction data transmitted abroad is not protected by Swiss law. Particularly in the context of international measures to combat terrorist financing and money laundering, foreign laws and regulations may provide for the disclosure of this data to authorities or other third parties. VIAC may limit or refuse certain payment orders to ensure due business diligence, the guarantee of proper business conduct and/or compliance with domestic and foreign legal provisions and laws.

Share account

VIAC maintains the share account for customers, in which all units of the VIAC funds held by the customer are recorded. No other securities may be held in the share account. Each share account includes an account through which all transactions (deposits/withdrawals, subscriptions, redemptions, returns, interest, any fees, etc.) are booked. The share account and the account together form a portfolio.

VIAC does not engage in securities lending and borrowing (SLB) with the fund units held in custody for the client. The assets held within the VIAC funds may, under certain circumstances, be subject to SLB.

The customer has no right to have fund units delivered from his share account to another financial institution or to transfer securities from another financial institution to his share account with VIAC.

If regulations, restrictions, taxes, duties, fees or other applicable or future measures of domestic or foreign states and authorities affect assets held in custody with VIAC, the customer alone shall bear the resulting consequences; VIAC assumes no liability for this.

Right of disposal

VIAC shall not be liable for damages arising from the incapacity of an authorized person to act, unless VIAC has been notified of the incapacity and VIAC has breached its due diligence.

In the event of the customer's decease, VIAC is entitled to request all documents and certificates necessary at its own discretion to prove the legitimacy of the inheritors or third parties. Any costs incurred (e.g. for translations or the issuance of certificates) shall be at the expense of the person addressed.

VIAC may, at its own discretion, restrict or revoke the right of disposal after the decease of the customer.

VIAC verifies the customer's legitimacy (authorization) or that of persons acting on behalf of the customer to the extent common in the business and takes appropriate measures to identify and prevent abuses and fraud. In doing so, VIAC shall exercise the due diligence customary in the business.

VIAC does not offer cash withdrawals or deposits and does not accept securities in physical or electronic form nor does VIAC deliver securities in physical or electronic form. Money can only be remitted through transfers. Incoming transfers that are not made in Swiss francs are automatically converted into Swiss francs at the current exchange rate plus a margin. Outgoing payments are made exclusively in Swiss francs. In the case of withdrawals to a foreign currency account, the conversion and the exchange rate applied are determined by the recipient's bank and are therefore beyond VIAC's control.

Extraordinary circumstances

VIAC may temporarily restrict the acceptance of deposits and repayments in the event of extraordinary circumstances and extend the notice periods. Such a ruling shall enter into force upon publication on the homepage (www.viac.ch).

Due diligence

Any person who legitimizes themselves by entering the access credentials (e.g. contract number, password, security code, biometric data, etc.) shall be deemed by VIAC to be the person authorized to use the corresponding digital service; this shall also apply if this person is not the customer. VIAC has the right to grant the person concerned access to all possible functions of the digital service in question. VIAC has the right to charge all transactions carried out this way to the customer's portfolio. The risks arising from the abusive use of access credentials therefore generally remain with the customer. VIAC has the right to refuse access to the digital service at any time and without giving reasons or prior notice and to demand that the customer legitimize himself in another form.

The customer undertakes to store his VIAC documents carefully and securely so that unauthorized persons cannot access the information contained therein. If the customer places payment orders or subscription/redemption orders for funds with VIAC, all precautionary measures shall be taken to minimize the risk of fraud or the like. The customer shall keep all access credentials such as passwords and PIN codes secret and shall not disclose them to third parties. Any damage resulting from a breach of these due diligence obligations shall be borne by the customer.

VIAC shall take appropriate measures to recognize and prevent fraud and the like. If it violates the due diligence customary in the business, it shall bear the damage incurred.

If damage occurs without VIAC or the customer having breached due diligence obligations, damage shall be borne by the party whose sphere of influence it is attributable to.

Communication

VIAC is authorized to communicate through electronic channels (e.g. e-mail, chat, SMS, mobile applications and other electronic channels) to user addresses (e.g. e-mail address or cell phone number for mobile applications) used or explicitly indicated to VIAC by the customer or its authorized representatives.

All orders and instructions from the customer must always be issued via mobile or web app. Written orders will only be accepted in exceptional cases (e.g. decease). Orders for balancing portfolios and payment orders that are not entered by the customer in the mobile or web app do not have to be accepted or may result in a processing fee.

Because electronic messages are usually transmitted across borders through channels that are open and therefore accessible to everyone, their use is associated with risks, in particular:

- lack of confidentiality (e.g. e-mails and attachments can be viewed and monitored unnoticed)
- modifications or falsifications of sender addresses or content (e.g. faking false sender addresses or information)
- system interruptions and other transmission disruptions that can cause delays, mutilation of messages, misdirection and deletion of e.g. e-mails and attachments.
- the occurrence of computer viruses and worms, etc., which can be spread unnoticed by third parties via e-mail and cause considerable damage.
- abusive use resulting in damage through the interception of electronic orders by third parties.

VIAC maintains computers and IT infrastructures that are operated in accordance with standard industry practices. The customer undertakes to,

- exercise risk-conscious caution with electronic messages received from VIAC (if in doubt, contact VIAC by telephone);
- to re-enter VIAC as the addressee when replying to messages (not to use the reply button or links);
- to take appropriate measures in the event of detected/suspected irregularities (e.g. in the event of address misuse, forgery or falsification of electronic messages or dubious origins), e.g. to inform VIAC immediately and delete electronic messages;
- to update its own system and security software on an ongoing basis (e.g. by installing recommended security patches, taking the usual technical security precautions, in particular setting up updated firewall and anti-virus programs).

Recording of communication

The customer agrees that VIAC may, with or without prior information, make video and audio recordings of any communication (telephone calls and communication via electronic channels) and store them. VIAC is entitled to use the recordings for the purpose of quality assurance, the fulfillment of legal or regulatory requirements and for evidentiary purposes.

Customer's information obligations

VIAC is required to always have up-to-date customer information. The customer is therefore obliged to inform VIAC immediately, truthfully and in writing of any changes to his person (e.g. address, nationality, tax status, telephone number, e-mail address), his authorized representatives and the beneficial owners of the assets (in particular name, effective domicile address, delivery address, nationality, tax status). If the customer violates this obligation, he shall bear any costs for the investigations as well as any further damage incurred to VIAC.

The customer ensures that VIAC has suitable options for always contacting the customer. If contact with VIAC is terminated, the business relationship shall be deemed to be contactless and VIAC shall attempt to find out the new address with due diligence and reasonable effort. VIAC may also instruct third parties to investigate the new address. Address research as well as the special handling and monitoring of contactless and dormant assets are subject to a fee and the costs will be charged to the customer accordingly. Dormant business relationships will generally be continued by VIAC. However, VIAC reserves the right to terminate dormant business relationships with a debt balance.

The customer is obliged to comply with the national and international legal and regulatory provisions, to combat money laundering and terrorist financing, the criminal law provisions and the tax law provisions applicable to him. If the customer violates these provisions, he shall bear the costs of clarifications and expenses incurred by VIAC and indemnify VIAC.

The customer acknowledges that circumstances may arise upon the opening or in the course of the business relationship which legally oblige VIAC to carry out clarifications regarding the business relationship or a transaction, to freeze assets, to report the business relationship to a responsible authority or to terminate the business relationship or not to execute transactions. Upon request, the customer is obliged to provide VIAC with truthful information required to comply with its legal investigation or reporting obligations.

VIAC may take measures to comply with and/or implement legal and/or regulatory requirements, international agreements, sanctions, the proper business relationship, as well as for other internal or external compliance or security reasons. In particular, VIAC may restrict the availability of services, limit or refuse customer disposal rights without stating reasons.

Complaints

Complaints regarding the execution or non-execution of orders of any kind, regarding account, share account or other asset statements, regarding the valuation of assets or regarding other notifications from VIAC must be made as soon as possible after receipt of the relevant notification, however not later than 30 days of receiving the notification. If no such complaint is made, the execution or non-execution of the order and the corresponding notification as well as all other notifications shall be deemed approved.

If VIAC is responsible for the defective, delayed or non-execution of an order, it shall be liable at most for the loss of interest. If the customer places various orders whose total amount exceeds its available credit balance, VIAC shall be entitled to decide at its own discretion, regardless of the date or time of receipt, which payments are to be executed in full, in part or not at all.

The customer is aware that VIAC cannot guarantee permanent availability during normal business hours. In the course of business with VIAC, Saturdays, Sundays and legally recognized public holidays shall not be considered working days. If a credit or debit date is on a Saturday or a public holiday, VIAC is entitled to make the credit or debit on the preceding or following bank working day.

VIAC is entitled to reverse erroneous and incorrect orders and bookings (e.g. incorrect bookings, incorrect transfers, double executions). The customer acknowledges that such corrections will be made by VIAC without prior consultation with the customer.

Notices from VIAC

Notices from VIAC shall be deemed to have been validly delivered to the customer if they have been sent in accordance with the customer's most recent instructions or for the customer's protection in deviation therefrom. In the absence of a written objection by the customer, VIAC's notifications shall be deemed approved within 30 days.

Any damage (in particular from loss, delay, misunderstandings, mutilation or duplication) arising from the use of transmission methods such as postal services, transport companies, telephone, electronic communication or any other form of transmission shall be borne by the party in whose sphere of influence the cause of the damaging act was located. If damage occurs by chance or force majeure without the customer or VIAC having breached its duty of due diligence, each party shall bear its own damage.

E-documents

VIAC only offers service of electronic documents. E-documents do not necessarily have the probative character in dealings with domestic and foreign authorities. If an authority does not recognize an e-document as evidence, the customer has the option of ordering the corresponding document in paper form from VIAC at any time. E-documents are submitted to the customer's electronic mailbox within the mobile or web app. E-documents are deemed to have been submitted upon receipt in the electronic mailbox. By delivering e-documents electronically, VIAC fulfills its notification and accountability requirements. E-documents remain stored in the electronic mailbox. VIAC assumes responsibility for the authenticity and immutability of the e-document until it is submitted to the electronic mailbox. Once the e-document has been submitted to the electronic mailbox, the customer itself is responsible for compliance with any statutory provisions, in particular with regard to the content, recording and storage of e-documents.

International tax treaties

If the customer and/or VIAC are subject to an international agreement on the retention of tax on interest income, the levying of withholding tax, the reporting of business relationships, assets and/or transactions and other measures to prevent tax evasion, tax avoidance and tax fraud, the customer agrees to cooperate fully with VIAC in order to enable VIAC to properly fulfill the obligations resulting from such agreements and Swiss law. The customer is responsible for the correct tax declaration of the assets involved in the business relationship with VIAC and the resulting income and costs. The customer shall reimburse VIAC for any damage incurred as a result of breaches of duty by the customer towards VIAC or competent authorities, in particular domestic and foreign tax authorities. The customer is also aware that he is responsible for the tax implications of his transactions with VIAC. VIAC does not provide any country-specific tax documents (except for Switzerland) and does not provide any tax advice. If necessary, the customer must seek independent advice from tax experts.

International automatic exchange of information (AEOI)

VIAC hereby provides customers with a summary of the most important key points relating to the international automatic exchange of information in tax matters (AEOI). The legal basis for the implementation of the AEOI standard in Switzerland is the provisions of the Federal Act on the International Automatic Exchange of Information in Tax Matters (AEOIA), according to which VIAC is a reporting Swiss financial institution.

The AEOI obliges reporting Swiss financial institutions to identify reportable accounts and report them to the Federal Tax Administration (FTA). A reportable account is only an account whose holder is a reportable person. Reportable persons are natural persons who are resident for tax purposes in countries with which Switzerland has agreed AEOI (partner countries). The reporting Swiss financial institutions are obliged to transmit information on reportable accounts of reportable persons to the FTA on an annual basis. Upon receipt, the FTA exchanges this data with the tax authority of the respective country of residence of the person subject to the reporting obligation. The exchange only takes place with partner states. The current list of these partner states can be found on the VIAC website.

The reportable information includes personal data and information on the reportable account.

- Personal data includes the name, address, country of residence for tax purposes, tax identification number and date of birth of the account holder respectively the beneficial owner.
- Also reported are the account number, the total gross income from dividends, interest and other income, the total gross amount from the sale or repurchase of assets and the total balance or value

of the account at the end of the respective calendar year. The name and (if applicable) the identification number of the financial institution are reported as well.

In principle, the information transmitted may only be made available to the tax authorities of the partner state in which the person subject to the reporting obligation is resident and may only be used for tax purposes. The receiving state is principally prohibited from forwarding the information to another state; in addition, the information must be treated confidentially. Furthermore, the receiving state may in principle only make the transmitted information available to those persons and authorities that are concerned with taxes in that state or with the supervision thereof.

According to the AEOIA and the Federal Act on Data Protection (FADP), customers generally have the following rights:

- Customers can assert full legal protection against the reporting financial institution in accordance with the FADP. Customers can request information about which of the information collected about them is reported to the FTA. The reporting financial institution must provide clients with a copy of the report to the FTA upon request. In this context, it should be noted that the information collected and reported may differ from the tax-relevant information. Furthermore, clients are entitled to request that incorrect data be corrected in the systems of the reporting financial institution.
- Customers can only assert their information rights towards the FTA and demand that incorrect data based on transmission errors be corrected. If the transmission of the data would result in disadvantages for the customer that cannot be reasonably expected due to the lack of rule of law guarantees, customers are entitled to the claims under Article 25a of the Federal Act on Administrative Procedure. Customers do not have the right to inspect files vis-à-vis the FTA. Therefore, the right to block the disclosure of personal data to the FTA is excluded. Furthermore, customers cannot have the legality of the forwarding of information abroad examined, nor can they request the blocking of unlawful forwarding or the deletion of data that has been processed without a sufficient legal basis.

Data protection

The customer agrees that VIAC may in principle process information on the customer relationship and data of the customer and transmit it to third parties in Switzerland and abroad. This applies in particular to the following cases:

- In connection with the business with customers, i.e. to be able to provide the products and services offered by VIAC, e.g. in the customer onboarding process, for payments at home and abroad, for the administration of the business relationship, for the expansion of the business relationship.
- In connection with Risk, Legal & Compliance, i.e. in order to comply with legal and regulatory obligations, e.g. based on the Agreement on the Swiss Banks' Code of Conduct (CDB), the Anti-Money Laundering Act (AMLA), tax laws, for the prevention and detection of criminal offenses, to respond to actual and potential proceedings, requests or investigations by law enforcement authorities, disclosure of data to tax authorities, financial supervisory authorities and other governmental or regulatory bodies.
- In connection with marketing, i.e. to improve the products and services offered or to be able to launch new products and services, e.g. by means of direct marketing, newsletter mailing, subscription management, market research, the operation of the website, social media appearances.
- In connection with finances, logistics and operations, i.e. to ensure proper business operations, e.g. in finance and accounting, video surveillance and access control, fleet management, IT monitoring and e-mail services.
- Geolocation and data networking with sources accessible to VIAC to facilitate and improve services for the customer.
- Identification and legitimization using biometric data.

Transmitted data may only be used by third parties for the purposes agreed with VIAC and may not be used by third parties for their own or other purposes without VIAC's consent.

VIAC continues to take appropriate measures to ensure data security and data protection.

Data may also be transmitted directly or indirectly to domestic or foreign authorities for the fulfillment of legal or regulatory information and reporting obligations and the exchange of information in tax matters.

The customer acknowledges that data may be disclosed to countries that may not have the same level of data protection as Switzerland.

The separate data protection declaration on the VIAC website provides information on the type, scope and purpose of the processed personal data and the rights of the person concerned.

Requests regarding data protection should be addressed to VIAC (see information about VIAC Invest AG).

Termination of business relationship

Both the customer and VIAC may terminate the business relationship at any time without giving reasons with immediate effect or at a later date. In any case, the customer relationship will be terminated by VIAC with immediate effect if the customer moves its place of residence from Switzerland to abroad. Special agreements and termination provisions applicable to specific products remain reserved. If the customer fails to inform VIAC, even after a final period set by VIAC, where the transfer of assets and credit balances that it has allocated with VIAC is to be made, VIAC may liquidate these assets and transfer the proceeds and any remaining credit balances of the customer with discharging effect to the account details last known to VIAC or send them in the form of a check in a currency determined by VIAC to the customer's last known delivery address.

Severability

The invalidity, unlawfulness, or unenforceability of one or more provisions of the General Terms and Conditions or other terms and conditions of VIAC shall not affect the validity of the remaining provisions. The parties shall replace the invalid parts of this contract in good faith in business transactions with a new provision that most closely corresponds to the presumed will of the parties.

Entry into force and amendments

These General Terms and Conditions replace all previous ones and enter into force immediately. VIAC reserves the right to unilaterally amend the General Terms and Conditions at any time. The changes will be announced to the customer on the homepage (www.viac.ch) or in another suitable manner. In the absence of written objection within 30 days of notification, the amendments shall be deemed to have been approved.

Applicable law, place of jurisdiction

All legal relationships between the customer and VIAC are subject to Swiss Law to the exclusion of standards that refer to the law of another country. The exclusive place of fulfillment, place of debt collection and place of jurisdiction is Basel. VIAC shall additionally have the right to sue the customer before any other competent court. Mandatory statutory places of jurisdiction remain reserved.

Basel, September 1, 2024

Regulations of the Terzo Pension Foundation of WIR Bank Cooperative

M. 1. Objects

¹ The Terzo Pension Foundation of WIR Bank («Foundation») is aimed at providing linked occupational retirement, survivors' and disability pensions under Art. 82 of the Swiss Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans («BVG») and the Ordinance on the Tax Deductibility of Contributions to Recognized Forms of Benefit («BVV 3») to affiliated persons throughout Switzerland.

² These regulations form part of the pension agreement.

M. 2. Account and Custody Account Management

¹ The account holder is entitled to make tax-efficient deposits in Swiss francs with the Foundation under Art. 82 BVG and BVV3. These deposits give the account holder a claim against the Foundation under pension law. The account holder does not have a direct claim against WIR Bank Cooperative («WIR Bank»).

² The deposits are invested in the form of an account solution under BVV3 or on the account holder's instruction in the form of securities saving. An account solution and securities saving can be combined. The deposits, interest on the account solution and the securities of securities saving form the pension assets, after deduction of any fees and negative interest.

³ The deposits are tax-deductible in the calendar year in which they were credited to the correct account specified by the Foundation, regardless of when and whether the deposit was charged to the customer or dependents.

⁴ The pension assets are managed on an assignable basis for the individual account holders. The Foundation is entitled to transfer account and custody account management to WIR Bank or to another Swiss bank. The investments may be managed in collective accounts or custody accounts at WIR Bank or another Swiss bank. The Foundation may restrict the number of accounts or custody accounts that are managed for individual account holders.

⁵ The interest paid by the Foundation is based on standard market conditions for Pillar 3a accounts. The Foundation is entitled to adjust interest rates at any time to reflect market circumstances. Interest rate and interest calculation method are publicized on WIR Bank's website or are drawn to the attention of account holders in another suitable way. The Foundation is also entitled to apply negative interest rates.

⁶ Investment plans are made available to account holders for securities saving. The Foundation invests the account holder's pension assets on the latter's instructions and risk in line with the chosen investment plan. The Foundation stipulates a standard trading day every week for the buying and selling of securities. These can be subject to significant positive or negative price fluctuations. The risk of price losses is borne by the account holder. The Foundation can override the class limits as defined in Art. 55 BVV2, provided it conclusively discloses in its annual accounts report, in accordance with art. 50, section 4, BVV2, that the principles of security and risk management are observed. The Foundation is entitled to dispose at any time of individual or all securities for substantive reasons and invest the capital thus released in an account solution or exchange the securities as part of the chosen investment plan.

⁷ The account holder is obliged to provide the Foundation immediately with the necessary declarations, documents and evidence so that deposits that are not tax-deductible or any matured pension assets can be transferred into another account as free capital. The account holder is not entitled to interest on this capital, but any negative interest rates may be applied. Unless the account holder declares otherwise, the Foundation is entitled to bring in non-tax-deductible deposits from a previous year as a deposit for the account holder in the current year.

⁸ The account holder has no claim to compensation for damages from the non-execution or refusal of an order (transfer, withdrawal, securities orders, etc.) or due to technical malfunctions or operational failures that prevent a transaction. If the Foundation is responsible for the defective or delayed execution or non-execution of an order, it shall only be liable for lost interest.

M. 3. Data Management and Data Protection

¹ Account holders shall keep safe their documentation and authentication details such as cards, passwords and codes and take all measures to prevent unauthorized access to them. For orders, they must take all precautionary measures to minimize the risk of misuse or fraud. Account holders shall be responsible for any losses that arise from these duties of care.

² The Foundation shall check authentication, such as signatures, in the normal course of business, and take appropriate measures to identify and prevent misuse and fraud.

³ Communication is permitted between the Foundation and account holder as well as with authorized third parties via encrypted or unencrypted electronic media such as e-banking, telephone, fax, mobile phone, SMS, email chat,

social media, apps for mobile devices or any other internet-based platforms, regardless of whether the communication is from or through domestic channels or abroad. The Foundation is authorized to use all the aforementioned contact channels that the account holder has given the Foundation.

⁴ The separate data protection statement provides information on the type, scope and purpose of the personal data collected, used and processed, as well as the rights of the data subject.

⁵ The Foundation is entitled to process the account holder's data, regardless of whether this occurs in Switzerland or abroad. This concerns the following cases in particular:

- a. Address and other clarifications regarding the account holder (residents' registration checks, civil status register, pension funds, etc.)
- b. Investments and payments in foreign currencies
- c. The use and transmission of data for marketing purposes of WIR Bank, VIAC AG, VIAC Services AG, VIAC Invest AG and further Group companies.
- d. Identification and authentication using biometric data (such as fingerprints or voice).
- e. Cooperation with courts, law enforcement or supervisory agencies
- f. Account and custody management with WIR Bank or third party banks
- g. Transmission of SMS or e-mails via third-party providers (e.g. Swisscom or Esprit network)
- h. Hosting of data with third-party providers (e.g. Swisscom)
- i. Website chat via third-party providers (e.g. Intercom)
- j. Physical mail processing (e.g. Swiss Post)
- k. Authentication, software development and software maintenance (e.g. Ergon)
- l. Transfer of data to and processing by insurance partners (e.g. VIAC Services AG and insurance companies)

⁶ Data transmitted may only be used by authorized third parties and only for the purposes agreed with the Foundation and not by third parties for their own or any other purposes without the Foundation's consent. Account holders acknowledge that bank-client confidentiality towards the Foundation does not apply and the Foundation does not protect bank-client confidentiality towards WIR Bank and third party banks.

⁷ Account holders shall inform the Foundation immediately about any changes to their details that they have given the Foundation, such as name, civil status, address domicile, nationality, telephone number, mobile telephone number, email address, user names for social media, deduction authorization or tax status. The Foundation accepts no liability for the consequences of inadequate, late or inaccurate details. Notifications from the Foundation are deemed to have been duly delivered if sent using the most recent contact details provided by the account holder.

⁸ If the account holder breaks off contact, the pension relationship shall normally continue. The Foundation is entitled to report to the responsible agencies any pension assets that have become contactless (dormant) as dormant banking assets or to publish in the Swiss Commercial Gazette. If the Foundation's efforts to make contact are unsuccessful, the pension assets shall become free foundation assets 10 years after reaching the reference age.

⁹ The Foundation is entitled to keep contracts, certificates and other documents solely in electronic form.

¹⁰ The account holder must make any complaints in writing immediately, but no later than within one month after receipt of the relevant notification regarding the execution or non-execution of orders plus complaints about account or custody account statements and other notifications. If the account holder does not make complaints in a timely manner, he/she may breach the duty to minimize damages for which he/she is responsible and may be liable for any resultant damages.

M. 4. Termination

¹ The pension agreement ends on the day the reference age is reached, on the death of the account holder or if the pension assets have matured for any other reason. The Foundation is entitled to dispose of any securities within an appropriate time before or at termination.

² If the account holder can prove that he/she is still gainfully employed, termination can be postponed for a maximum of five years after reaching the reference age.

M. 5. Transfer and Withdrawal

¹ The Foundation does not pay any pensions.

² The pension assets can only be withdrawn as capital in Swiss francs or transferred to another occupational pension scheme. Securities cannot be withdrawn or transferred. Capital can only be transferred or withdrawn as a transfer to another account. If the account holder declares his/her intention to make a transfer or withdrawal, the securities will be disposed of on the next ordinary trading day. The Foundation must receive the declaration at least three bank working days before the next ordinary trading day.

³ The pension assets can be withdrawn at the earliest five years before reaching the reference age.

⁴ The pension assets can also be withdrawn as a result of the following statutory reasons and as part of statutory provisions under BVG or BVV3. The Foundation verifies with due care whether the statutory requirements have been met for withdrawal:

- a. Participation in the home ownership promotion scheme.

- b. Commencement of self-employment or ending previous self-employment and commencement of a different type of self-employment.
- c. Leaving Switzerland permanently.
- d. Making a purchase in a tax-exempt pension scheme.
- e. Claim to full disability pension.
- f. Death of account holder.

⁵ The consent of a spouse or registered partner is required for a withdrawal under section 4 a) to c) above.

M. 6. Beneficial Interest

¹ In the event of survival, the account holder is the beneficiary.

² If the account holder dies and the pension assets have not yet matured at the time of death, the persons below are beneficiaries in the following order. If there are no more beneficiaries in a ranking, beneficial interest passes to people as per the following ranking order. Several persons of the same ranking can become beneficiaries in equal parts:

- a. 1. Ranking: Spouse or registered partner of the account holder.
- b. 2. Ranking: - Own children of the account holder.
- Natural persons who were significantly supported by the account holder.
- Person not related to the account holder who cohabited with the account holder continuously for the last five years until the latter's death.
- Persons who have to pay with the account holder for the maintenance of a joint child.
- c. 3. Ranking: Parents of the account holder.
- d. 4. Ranking: (Half)-sister or brother of the account holder.
- e. 5. Ranking: Other heirs of the account holder (except for the common law relationship).

³ The account holder is responsible for informing the Foundation in a written declaration of all persons in the second ranking. The account holder is entitled through a written declaration to the Foundation to determine the claims of persons in the second ranking through quotas or fractions and to wholly exclude individual persons.

⁴ The account holder is entitled through written declaration to the Foundation to amend the order of the third to fifth ranking and to determine the claims of persons in the respective ranking through quotas or fractions and to wholly exclude individual persons.

⁵ If the account holder fails to comply with his obligation under paragraph 3 or if beneficiaries fail to comply with their obligation to declare their claim to the Foundation no later than 30 days after the death of the account holder, the Foundation shall be released from all claims if it pays out the pension assets only to the persons known to it. The Foundation is also exempt from all claims if beneficiaries provide false information to the Foundation about possible further beneficiaries or fail to name them, or if persons are not listed in the Swiss registers. If the designated or possible beneficiaries or their whereabouts are unknown, unclear or disputed, a one-time publication may be made in the Swiss Official Gazette of Commerce with an invitation to the beneficiaries to report back to the Foundation. In the absence of a response, the distribution shall be made to the beneficiary persons known to the Foundation and the Foundation shall be released from any further claims. Furthermore, the Foundation also has the right to deposit pension assets in accordance with Art. 96 and 472 ff. of the Code of Obligations.

⁶ Persons who have intentionally and unlawfully caused the death of the beneficiary are excluded from beneficiary status. The Foundation has no obligation to carry out investigations itself.

M. 7. Due date, payment, assignment, pledging and offsetting, tax liability

¹ The pension assets are due for payment after receipt of all declarations, instructions, documents and evidence required for the assertion of the transfer to another occupational benefits institution or the withdrawal. In the case of securities savings, the due date occurs after the value date of the proceeds from the sale of the securities.

² In order for a payout to be made before the end of the year or shortly after the end of the year, a date is published on the WIR Bank website by which the Foundation must have received the relevant declaration from the client. If the declaration is received after this date, the Foundation cannot guarantee payment before the end of the year or shortly after the end of the year.

³ In the event of unexpectedly high liquidity outflows, the Foundation may prioritize disbursements according to objective reasons (e.g. transactions with critical deadlines) in order to maintain its liquidity. The client has the obligation to explain to the Foundation the objective reasons for prioritizing his disbursement (e.g. notary appointment in the case of home ownership promotion) and to expressly draw the Foundation's attention to this.

⁴ The pension assets cannot be assigned, pledged or offset prior to maturity. The statutory provisions covering home-ownership promotion (with the consent of the spouse or registered partner) or the legal liquidation of a settlement remain reserved.

⁵ Maturing assets are subject to the reporting obligation under the Federal Law on Withholding Tax. Maturing pension assets subject to withholding tax are paid out net of withholding tax.

M. 8. Fees, charges and delay

¹ The Foundation levies a charge for account and custody account management and for special expenses based on its schedule of fees. The Foundation is entitled to reimbursement of costs by the account holder.

² Delay begins five weeks after the due date. The delay interest rate corresponds to the BVG minimum interest rate plus one percent.

M. 9. Changes

These regulations may be amended by the Board of Trustees at any time and will be communicated to account holders in a suitable fashion. The supervisory authorities will be made aware of the changes.

M. 10. Applicable Law and Place of Jurisdiction

The laws of Switzerland shall apply. The place of performance, place of enforcement, in the case of foreign domicile, and place of jurisdiction, subject to mandatory legal provisions, is Basel.

M. 11. Entry into Force

These regulations shall enter into force on September 1, 2024 and replace the regulations dated September 1, 2023.

Terzo Pension Foundation of WIR Bank / the Board of Trustees

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Regulations of the Vested Benefits Foundation of WIR Bank Cooperation

L. 1. Objects

¹ The purpose of the Vested Benefits Foundation of WIR Bank («Foundation») is to provide for the affiliated persons the tied old-age, survivors' and disability benefits within the meaning of Art. 4 Para. 1 of the Federal Law on Vested Benefits in Occupational Retirement, Survivors' and Disability Pension Plans ("FZG") or the Ordinance on Vested Benefits in Occupational Retirement, Survivors' and Disability Pension Plans ("FZV") on a nationwide basis.

² These regulations form part of the pension agreement.

L. 2. Account and Custody Account Management

¹ The Foundation accepts vested benefits from pension funds and other vested benefit institutions. The client has a claim under pension law against the Foundation. The beneficiary has no direct claim against WIR Bank Genossenschaft («WIR Bank»).

² The vested benefits are invested in the form of a pure savings solution ("account solution") in accordance with the FZV or, on the client's instruction, in the form of an investment-linked savings solution ("securities savings"). Account solution and securities savings can be combined. The deposits, the interest on the account solution and the securities in the securities savings account, less any fees, form the pension assets.

³ The pension assets are managed in such a way that they can be allocated to the individual pension account holders. The Foundation has the right to transfer account and custody account management to WIR Bank or to another Swiss bank. The investments can be managed in collective accounts or custody accounts at WIR Bank or another Swiss bank. The Foundation may limit the number of accounts or custody accounts maintained for an individual client.

⁴ Apart from paragraph 1 above, the account holder may not make any further contributions. The repayment of an early withdrawal for the promotion of home ownership and the repurchase in the event of divorce or dissolution of a registered partnership are reserved.

⁵ The interest paid by the Foundation is based on the usual market conditions for vested benefits accounts. The Foundation is entitled to adjust interest rates at any time to reflect market circumstances. Interest rate and interest calculation method are publicized on WIR Bank's website or are drawn to the attention of account holders in another suitable way.

⁶ Investment plans are made available to account holders for securities saving. The Foundation invests the account holder's pension assets on the latter's instructions and risk in line with the chosen investment plan. The Foundation stipulates a standard trading day every month for the buying and selling of securities. These can be subject to significant positive or negative price fluctuations. The risk of price losses is borne by the account holder. The Foundation is entitled to dispose at any time of individual or all securities for substantive reasons (particularly if there is a risk of the statutory investment guidelines being exceeded) and invest the capital thus released in an account solution or exchange the securities as part of the chosen investment plan.

⁷ The account holder is obliged to immediately provide the Foundation with the necessary declarations, documents and evidence so that pension assets that have fallen due can be transferred to another account as free capital. The account holder is not entitled to interest on this capital.

⁸ The account holder has no claim to compensation for damages from the non-execution or refusal of an order (transfer, withdrawal, securities orders, etc.) or due to technical malfunctions or operational failures that prevent a transaction. If the Foundation is responsible for the defective or delayed execution or non-execution of an order, it shall only be liable for lost interest.

L. 3. Data Management and Data Protection

¹ Account holders shall keep safe their documentation and authentication details such as cards, passwords and codes and take all measures to prevent unauthorized access to them. For orders, they must take all precautionary measures to minimize the risk of misuse or fraud. Account holders shall be responsible for any losses that arise from these duties of care.

² The Foundation shall check authentication, such as signatures, in the normal course of business, and take appropriate measures to identify and prevent misuse and fraud.

³ Communication is permitted between the Foundation and account holder as well as with authorized third parties via encrypted or unencrypted electronic media such as e-banking, telephone, fax, mobile phone, SMS, email chat, social media, apps for mobile devices or any other internet-based platforms, regardless of whether the communication is from or through domestic channels or abroad. The Foundation is authorized to use all the aforementioned contact channels that the account holder has given the Foundation.

⁴ The separate data protection statement provides information on the type, scope and purpose of the personal data collected, used and processed, as well as the rights of the data subject.

⁵ The Foundation is entitled to process the account holder's data, regardless of whether this occurs in Switzerland or abroad. This concerns the following cases in particular:

- a. Address and other clarifications regarding the account holder (residents' registration checks, civil status register, pension funds, etc.)
- b. Investments and payments in foreign currencies
- c. The use and transmission of data for marketing purposes of WIR Bank, VIAC AG, VIAC Services AG, VIAC Invest AG and further Group companies
- d. Identification and authentication using biometric data (such as fingerprints or voice)
- e. Cooperation with courts, law enforcement or supervisory agencies
- f. Account and custody management with WIR Bank or third party banks
- g. Transmission of SMS or e-mails via third-party providers (e.g. Swisscom or Esprit network)
- h. Hosting of data with third-party providers (e.g. Swisscom)
- i. Website chat via third-party providers (e.g. Intercom)
- j. Physical mail processing (e.g. Swiss Post)
- k. Authentication, software development and software maintenance (e.g. Ergon)
- l. Transfer of data to and processing by insurance partners (e.g. VIAC Services AG and insurance companies)

⁶ Data transmitted may only be used by authorized third parties and only for the purposes agreed with the Foundation and not by third parties for their own or any other purposes without the Foundation's consent. Account holders acknowledge that bank-client confidentiality towards the Foundation does not apply and the Foundation does not protect bank-client confidentiality towards WIR Bank and third party banks.

⁷ Account holders shall inform the Foundation immediately about any changes to their details that they have given the Foundation, such as name, civil status, address domicile, nationality, telephone number, mobile telephone number, email address, user names for social media, deduction authorization or tax status. The Foundation accepts no liability for the consequences of inadequate, late or inaccurate details. Notifications from the Foundation are deemed to have been duly delivered if sent using the most recent contact details provided by the account holder.

⁸ The Foundation is entitled to keep contracts, certificates and other documents solely in electronic form.

⁹ The account holder must make any complaints in writing immediately, but no later than within one month after receipt of the relevant notification regarding the execution or non-execution of orders plus complaints about account or custody account statements and other notifications. If the account holder does not make complaints in a timely manner, he/she may breach the duty to minimize damages for which he/she is responsible and may be liable for any resultant damages.

L. 4. Termination

¹ The pension agreement ends on the day the reference age is reached, on the death of the account holder or if the pension assets have matured for any other reason. The Foundation is entitled to dispose of any securities within an appropriate time before or at termination.

² If the account holder can prove that he/she is still gainfully employed, termination can be postponed for a maximum of five years after reaching the reference age.¹

L. 5. Transfer and Withdrawal

¹ The Foundation does not pay any pensions.

² The pension assets can only be withdrawn as capital in Swiss francs or transferred to another occupational pension scheme (without pillar 3a). Securities cannot be withdrawn or transferred. Capital can only be transferred or withdrawn as a transfer to another account. If the account holder declares his/her intention to make a transfer or withdrawal, the securities will be disposed of on the next ordinary trading day. The Foundation must receive the declaration at least three bank working days before the next ordinary trading day.

³ The pension assets can be withdrawn at the earliest five years before reaching the reference age.

⁴ The pension assets may also be withdrawn as a result of the following legal reasons and within the framework of the legal provisions pursuant to the Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans ("BVG"), the Ordinance on the Promotion of Home Ownership with Funds from Occupational Pension Plans, FZG or FZV. The Foundation checks with due diligence whether the legal requirements for the withdrawal are met:

- a. Participation in the home ownership promotion scheme.
- b. Commencement of self-employment.
- c. Leaving Switzerland permanently.

¹ Persons who would have to draw their retirement benefits in accordance with Article 16 para. 1 VBO in the years 2024-2029 because they have reached or already exceeded the reference age and who are no longer gainfully employed may defer payment of these benefits until December 31, 2029, but no longer than five years after reaching the reference age.

- d. Claim to full disability pension.
- e. Death of account holder.

⁵ The consent of a spouse or registered partner is required for a withdrawal under section 4 a) to c) above.

L. 6. Beneficial Interest

¹ In the event of survival, the account holder is the beneficiary.

² If the account holder dies and the pension assets have not yet matured at the time of death, the persons below are beneficiaries in the following order. If there are no more beneficiaries in a ranking, beneficial interest passes to people as per the following ranking order. Several persons of the same ranking can become beneficiaries in equal parts:

- a. 1. Ranking:
 - Surviving spouse or registered partner pursuant to Art. 19 or 19a BVG.
 - Divorced spouse or former registered partner pursuant to Art. 20 BVV2.
 - Orphans pursuant to Art. 20 BVG.
 - Foster children pursuant to Art. 20 BVG.
- b. 2. Ranking:
 - Natural persons who have received substantial support from the account holder.
 - Persons who are not related to the account holder and who have lived with the account holder in a cohabiting relationship (cohabitation) for an uninterrupted period of five years up to the account holder's death.
 - Persons who are responsible for the maintenance of a child in common with the account holder.
- c. 3. Ranking:
 - The account holder's own children who do not meet the requirements of Art. 20 BVG.
 - Parents of the account holder.
 - (Half-) siblings of the account holder.
- d. 4. Ranking:
 - Legal heirs of the account holder (excluding the community).

³ The account holder has the obligation to notify the Foundation in writing of all persons in the 2nd to 4th rank whose entitlement cannot be ascertained from Swiss civil status registers.

⁴ The account holder has the right, by written declaration to the Foundation, to determine the entitlements of the persons in the 1st rank by quotas or fractions without excluding individual persons entirely and to extend the 1st rank by persons of the 2nd rank. The account holder has the right, by written declaration to the Foundation, to determine the entitlements of the persons in the 2nd rank to 4th rank by quotas or fractions and to exclude individual persons entirely.

⁵ If the account holder fails to comply with his obligation under paragraph 3 or if beneficiaries fail to comply with their obligation to declare their claim to the Foundation no later than 30 days after the death of the account holder, the Foundation shall be released from all claims if it pays out the pension assets only to the persons known to it. The Foundation is also exempt from all claims if beneficiaries provide false information to the Foundation about possible further beneficiaries or fail to name them, or if persons are not listed in the Swiss registers. If the designated or possible beneficiaries or their whereabouts are unknown, unclear or disputed, a one-time publication may be made in the Swiss Official Gazette of Commerce with an invitation to the beneficiaries to report back to the Foundation. In the absence of a response, the distribution shall be made to the beneficiary persons known to the Foundation and the Foundation shall be released from any further claims.

⁶ Persons who have intentionally and unlawfully caused the death of the beneficiary are excluded from beneficiary status. The Foundation has no obligation to carry out investigations itself.

L. 7. Due date, payment, assignment, pledging and offsetting, tax liability

¹ The pension assets are due for payment after receipt of all declarations, instructions, documents and evidence required for the assertion of the transfer to another occupational benefits institution or the withdrawal. In the case of securities savings, the due date occurs after the value date of the proceeds from the sale of the securities.

² In order for a payout to be made before the end of the year or shortly after the end of the year, a date is published on the WIR Bank website by which the Foundation must have received the relevant declaration from the client. If the declaration is received after this date, the Foundation cannot guarantee payment before the end of the year or shortly after the end of the year.

³ In the event of unexpectedly high liquidity outflows, the Foundation may prioritize disbursements according to objective reasons (e.g. transactions with critical deadlines) in order to maintain its liquidity. The client has the obligation to explain to the Foundation the objective reasons for prioritizing his disbursement (e.g. notary appointment in the case of home ownership promotion) and to expressly draw the Foundation's attention to this.

⁴ The pension assets cannot be assigned, pledged or offset prior to maturity. The statutory provisions covering home-ownership promotion (with the consent of the spouse or registered partner) or the legal liquidation of a settlement remain reserved.

⁵ Maturing assets are subject to the reporting obligation under the Federal Law on Withholding Tax. Maturing pension assets subject to withholding tax are paid out net of withholding tax.

L. 8. Fees, charges and delay

¹ The Foundation levies a charge for account and custody account management and for special expenses based on its schedule of fees. The Foundation is entitled to reimbursement of costs by the account holder.

² Delay begins five weeks after the due date. The delay interest rate corresponds to the BVG minimum interest rate plus one percent.

L. 9. Changes

These regulations may be amended by the Board of Trustees at any time and will be communicated to account holders in a suitable fashion. The supervisory authorities will be made aware of the changes.

L. 10. Applicable Law and Place of Jurisdiction

The laws of Switzerland shall apply. The place of performance, place of enforcement, in the case of foreign domicile, and place of jurisdiction, subject to mandatory legal provisions, is Basel.

L. 11. Entry into Force

These regulations shall enter into force on September 1, 2024 and replace the regulations dated September 1, 2023.

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