Regulations

The Swissport Company Pension Scheme

Adopted on
17 November 2020

Valid from
01 January 2021

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This document is a translation of the original German text in all matters of interpretation, the original German shall prevail

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PENSION SCHEME REGULATIONS

Pension Scheme Regulations

Valid from 01 January 2021

Approved by the Board of Trustees
on 17 November 2020

A General provisions

Art. 1 General information on the Foundation

1.1 Name

A foundation (within the meaning of Article 80 et seq. of the Swiss Civil Code (ZGB), Article 331 of the Swiss Code of Obligations (OR) and Article 48 (2) of the Swiss Federal Act on Occupational Old-Age, Survivors' and Disability Pension Plans (BVG)) has been set up by Swissport International AG (also referred to as "Swissport") through a public deed of 15 September 2003; it bears the name "Personalvorsorge Swissport".

1.2 Purpose

The Foundation serves the purpose of providing occupational pension schemes under the BVG and its implementation provisions to insure for the employees of Swissport and their dependants and survivors against the economic consequences of old age, death and disability.

The Foundation may also provide occupational pension cover over and above the statutory minimum benefits, including benefits in emergency situations such as illness, accident, disability or unemployment.

By resolution of the Board of Trustees and with the approval of Swissport, the Foundation's cover can also be extended to the staff of companies economically affiliated to Swissport to the extent that the Foundation is provided with the necessary funds for this purpose and the rights of the existing beneficiaries are not reduced. The inclusion of an economically affiliated company is effected on the basis of a written affiliation agreement that must be notified to the regulatory authority.

1.3 Scope of benefits

a) The Foundation will provide the statutory minimum benefits in every case.

b) The benefits are based on the principle of defined contributions (in an insured event, the existing savings capital will determine the amount of the pension entitlement).

1.4 Reinsurance

PVS may take out reinsurance with an insurance company for all or part of the benefits payable. The premiums will be borne by PVS. Mindful of this, PVS will be exclusively entitled to any payments under the reinsurance policy. Any payments under the reinsurance policy do not automatically cause payments under these Regulations to become due.

The profit participation is calculated in accordance with the reinsurance contract concluded. Where possible, the profit participation will be credited to the Foundation's uncommitted funds. If this is not possible, the profit participation will be credited to the reserve for fluctuations in asset value. It this also is not possible, the profit participation will be used to balance out any underfunding.

Art. 2 Definitions and designations

2.1 Definitions

If the male or female form is used in the following provisions with reference to individuals, such usage will also refer to the other sex.

2.1a Registered partnership

According to the Federal Act on Registered Partnerships of 18 June 2004 (Partnerships Act), individuals living in registered partnerships have the same rights under these Regulations as married individuals.
Where these Regulations make reference to spouses, this will also apply *mutatis mutandis* to individuals living in registered partnerships.

2.2 Designations

The following designations are used in these Regulations:

AHV	Eidg. Alters- und Hinterlassenen Versicherung (Swiss Old-age and Survivor's Insurance)
BVG	Swiss Federal Act on Occupational Old-Age, Survivors' and Disability Pension Plans
Company / employer	Swissport and associated enterprises
IV	Swiss Disability Insurance
PVS	Personalvorsorge Swissport
Insured person	All employees of the company insured under these Regulations
WEF	Swiss Federal Act on the Financing of Home Ownership with Funds from Occupational Pension Schemes

Art. 3 Membership

3.1 Admission

All employees subject to statutory AHV contributions are admitted to PVS. Admission is subject to Art. 3.2. Members are admitted upon commencement of the employment contract, but no earlier than the 1 January following their 17th birthday with regard to the risk of death or disability, and no earlier than the 1 January following their 24th birthday with regard to retirement benefits. Employees commencing their jobs between the 1st and 15th of a given month will be admitted to PVS as of the 1st of the current month; those commencing their job between the 16th and the last day of a given month will be admitted as of the 1st of the following month.

3.2 Exclusion from admission

As a general principle, the following persons are not admitted to Personalvorsorge:

– Employees who have already reached or exceeded retirement age according to the Regulations.
– Employees whose annual salary does not exceed the statutory minimum amount.
– Employees with a fixed-term employment contract. If the employment relationship is extended to a period exceeding 3 months, the employee will be admitted to Personalvorsorge as of the date of the agreement on extension, no later than after 3 months. If several consecutive employment contracts with the same employer have a total duration of more than 3 months and any interruptions between them are for less than 3 months, the employee will be insured from the beginning of the fourth total month of employment.

- Employees who are covered by mandatory insurance elsewhere for a primary occupation or work on a self-employed basis in their primary occupation.
- Individuals who are at least 70% disabled as defined by the Swiss Disability Insurance (IV).
- Employees who do not work in Switzerland on a permanent basis and continue to have adequate insurance cover in another country, to the extent that they apply for exemption from admission to Personalvorsorge.

According to Art. 10 (3) of the BVG, employees remain covered by risk insurance for death and disability until they are admitted into a new pension fund for a maximum of one month from the date of termination of the pension scheme.

3.3 Admission regulations

- To the extent the minimum benefits under the BVG are exceeded, the granting of benefits under these Regulations may be made dependent on the outcome of a medical examination. PVS may require a medical examination.
- If during application for the insurance incorrect or incomplete answers are given to questions relating to risk assessment, PVS may assert that the disclosure obligation has not been fulfilled and limit its risk benefits to the minimum under the BVG.
- PVS may add a restriction for health reasons. The health restriction may not have a duration of more than 5 years. The insurance cover acquired with the contributed vested benefits may not be reduced by a new restriction. The period of a restriction expired at the previous pension fund will be offset against the duration of the new restriction.
- If an insured event occurs during the period of the restriction and the said event is attributable in full or in part to the cause subject to restriction, the benefits or vested benefits will be reduced. This restriction applies until the end of the obligation to pay resulting from the insured event, i.e. beyond the duration of the reduction.

3.4 External part-time wages

Portions of salaries paid by employers not affiliated with PVS cannot be insured within the scope of PVS.

3.5 Continued membership in the event of early retirement or partial retirement

In the event of early retirement or partial retirement under the “night hours shift model” and the “early retirement” model, the employee contributions are assumed by the employer in accordance with the contractual agreement.

3.6 Continuation of insurance

The conditions for continued membership as a voluntary insured person in the event of termination by the employer after age 56 are laid down in Appendix IV.

Art. 4 Insured salary

4.1 Basis for calculation of the insured annual salary

The contractually agreed annual salary, including the 13th monthly salary, is insured, limited to CHF 400,000 and reduced by the coordination amount under Appendix V. For part-time employees on hourly wages, the provisions of Appendix VII apply.

4.2 Interruption

In the event of temporary losses of earnings due to unpaid holiday, military service, etc., the salary insured to date will continue to apply. In this context, one half of the contributions to the risk insurance will be paid by the employee and one half by the employer. The savings process is interrupted over this period. The interruption may not be for more than two years.

B Financing

Art. 5 Contributions

5.1 Amount of the contributions

The contributions to the retirement benefits are set out in the employment contract and are listed in Appendices V & VI (pension plans).

There are two savings plans to choose from: “Standard” and “Standard Plus”. Effective as of 1st January of each year, insured persons can choose which savings plan they would like to contribute to in the following year. If no decision is taken, the “Standard” savings plan is applied. Once taken, a decision will be valid until revoked by the insured person; this is possible as of 31 December of any given year.

The contributions to the risk insurance for death and disability are set out in the employment contract and are listed in Appendices V & VI (pension plans).

5.2 Duration of contribution payments

a) The obligation to pay contributions begins on the first day of the month in the event of admission between the first and fifteenth day of that month, and on the first day of the following month for admissions subsequent to the fifteenth day. In the case of exits prior to the fifteenth day of the month, the obligation to pay ends at the end of the preceding month; in the case of exits after the fifteenth, the obligation remains until the end of the month. In the event of the occurrence of an insured event, the duty to pay contributions always continues to the end of the month.

b) In the event of partial disability, the duty to pay contributions does not end in relation to the part of the income still earned until the insured person reaches retirement age, unless the employment relationship is terminated beforehand.

5.3 Extraordinary contributions by employers

The employer is entitled to make additional contributions to increase the insurance benefits. The employer must stipulate the intended purpose at the time the contributions are made.

5.4 Buying out the reduction in payments in the event of early retirement *(in effect since 01/01/2008)*

In the event of early retirement, the resulting reduction in payments can be bought out by the insured person pursuant to PVS’s technical principles. The provisions of section 6.3 apply *mutatis mutandis*.

5.5 Continued insurance cover of the earnings insured to date *(in effect since 01/01/2011)*

Insured persons whose wages are reduced by no more than 50% **after** their 58th birthday may, upon request, continue their pension plan on the basis of the wages insured up to that date. Continued insurance must be applied for by the insured person in writing prior to the reduction in wages and can be maintained no longer than until the regular pensionable age under these Regulations (age of 63). Such continued insurance will be terminated upon early exit from PVS as of the exit date.

Continued insurance of the earnings insured to date can be terminated in writing once as of 1 January of the following year. Reinstatement of the continued insurance at a later date is not possible.

The insured person will bear the entire savings and risk contributions on the fictitious wage portion for the entire duration of the continued insurance. The contributions will be paid by means of monthly deduction from wages.

In the case of partial retirement (Art. 13.6), continued insurance of the earnings insured until that point will not be possible.

Art. 6 Contributions from vested benefits / purchase of retirement benefits

6.1 Contributions relating to vested benefits

In the event of transfers from other pension funds, the vested benefits must be contributed to PVS. These are credited to the individual savings capital and used for funding the retirement benefits.

6.2 Purchase of retirement benefits

All insured persons are entitled at any time to make contributions to improve their individual benefits or to purchase retirement benefits.

Following divorce, insured persons obliged to transfer benefits are able to purchase pension benefits within the scope of the termination benefit transferred. The contributions made will be allocated to the compulsory and non-compulsory savings capital at the same ratio as the transfer out.

The maximum contribution corresponds to the difference of the savings capital in existence at the time of the purchase to the savings capital that would have been available had the employee joined PVS on the 1 January following their 24th birthday. In this context, the vested benefits contributed from previous pension schemes and withdrawals for residential property are correspondingly taken into account. The tables in Appendices II and III show the maximum percentage in relation to the insured salary at the corresponding age.

6.3 Lump-sum payments following purchase of retirement benefits

If any purchases of benefits have been made, the resulting benefits may not be withdrawn from PVS as a lump sum over the following 3 years. If advance withdrawals have been made to finance home ownership, any optional purchases may only be made once the advance withdrawals have been repaid.

Repurchases of benefits in the event of divorce are exempted from this limitation.

Art. 7 Interest payable on contributions and deposits

Interest rate

Interest on the retirement credits is paid retrospectively. Interest is paid on contributions relating to vested benefits and purchases of retirement benefits as of the date of the contribution. Interest is paid until an insured event occurs or until the date of the wire transfer.

The interest rate is specified by the Board of Trustees. The Board of Trustees delays specification of the interest rate for the past year until the financial result for that year is known.

Art. 8 Interruption of payment of contributions

Interruption of contribution payment

Should financial conditions permit, the Board of Trustees may reduce the contributions to be paid by the employer and the employee for a limited period of time, at the expense of PVS's uncommitted funds.

C Benefits

Art. 9 Scope of benefits

9.1 Pensions and one-off settlements

a) PVS provides pensions and one-off settlements. The details are governed by the following articles on benefits. If the benefits mandated by law are higher than the benefits provided for under these Regulations, the former will prevail.

b) Pensions cannot be converted into one-off settlements at a later date, and one-off settlements paid out can no longer be converted into pensions.

9.2 Lump-sum payments

PVS will make a lump-sum payment instead of a pension if the old-age or disability benefit amounts to less than 10 per cent, the spouse's or life partner's benefit less than 6 per cent or the children's benefit less than 2 per cent of the AHV's minimum retirement pension. In the case of retirement benefits, the lump-sum payment corresponds to the existing savings capital; in the case of other benefits, it corresponds to the current value of the benefit in question.

9.3 Hardship cases

In emergencies and hardship cases, the Board of Trustees will grant at its discretion additional benefits within the purpose of the Foundation.

9.4 Further benefits

The Board of Trustees may decide to provide further benefits, such as assuming the costs of monitoring, reporting on and reintegration of insured persons unfit for work, provided that such benefits serve the purpose of avoiding materially higher insurance-related costs.

Art. 10 Advance withdrawals and pledging in accordance with the WEF

10.1 Advance withdrawals

10.1.1 Up to 3 years prior to the date on which the entitlement to retirement benefits arises, active insured persons may withdraw funds from their occupational pension fund for the purpose of financing residential property for their own use. The insured person must provide the necessary documentary evidence.

10.1.2 The funds from the occupational pension fund may be used to purchase or create residential property, to purchase shares in residential property or to repay mortgages.

10.1.3 The advance withdrawal may only be paid out with the notarised consent of the spouse or life partner.

10.1.4 Until the age of 50, the entire vested benefit can be withdrawn in advance. Thereafter, no more than half the vested benefit may be used, but this must be at least the vested benefit to which the insured person was entitled to at the age of 50.

10.1.5 The minimum amount that may be withdrawn in advance is CHF 20,000. There must be at least 5 years between each advance withdrawal.

10.1.6 If the conditions for an advance withdrawal have been met, PVS will make a disbursement within a 6-month deadline. In the event of underfunding, this deadline will be extended to 12 months. In the event of significant underfunding, the transfer of funds for mortgage repayments will be deferred until further notice; PVS will inform the insured person and the regulatory authority of the duration of such a measure.

10.1.7 The advance withdrawal gives rise to a reduction in the retirement assets and the resulting benefits. In order to avoid a loss of benefits, PVS may broker supplementary insurance.

10.1.8 Active participants may repay the amount withdrawn in advance for financing their residential property in full or in part at any time, but no later than the date on which the entitlement to retirement benefits arises.

10.1.9 The advance withdrawal must be repaid by the insured person if the residential property is sold or rights to such residential property are granted that, in economic terms, are equivalent to a sale. The advance withdrawal must be repaid by heirs if no retirement benefits are due upon the insured person's death.

10.1.10 The amount repaid will be used for purchasing benefits. It will be allocated to the compulsory and non-compulsory savings capital at the same ratio as the transfer out.

10.1.11 Tax is payable on the advance withdrawal as a lump-sum payment from occupational pension funds. When the advance withdrawal is repaid, the insured person may request reimbursement of the taxes paid. Such reimbursements may not be deducted from taxable income.

10.1.12 In all other respects, the provisions of federal law relating to the financing of home ownership are applicable.

10.2 Pledges

10.2.1 Up to 3 years prior to the date on which the entitlement to retirement benefits arises, active insured persons may pledge funds from their occupational pension fund and/or their entitlement to retirement benefits for the purpose of financing residential property for their own use.

10.2.2 The funds from the occupational pension fund may be pledged for the purpose of purchasing or creating residential property, purchasing shares in residential property or repaying mortgages.

10.2.3 The pledge may only be made with the notarised consent of the spouse or life partner.

10.2.4 Until the age of 50, the entire vested benefit can be pledged. Thereafter, no more than half the vested benefit may be pledged, but this must be at least the vested benefit to which the insured person was entitled to at the age of 50.

10.2.5 To be valid, any pledge must be notified to PVS in writing.

10.2.6 Any cash disbursement of the vested benefits, any disbursement of retirement benefits and any transfers in the event of divorce requires the written consent of the pledgee.

10.2.7 The provisions relating to advance withdrawal apply *mutatis mutandis* to any realisation of the pledged assets.

10.2. 8 In all other respects, the provisions of federal law relating to the financing of home ownership are applicable.

Art. 11 Adjustments to pensions

Pension adjustments

Surviving dependants' and disability benefits in accordance with the BVG are adjusted in accordance with the legislation and directives issued by the Federal Council relating to the development of prices. The Board of Trustees will decide on a yearly basis whether the other pensions can be increased, with regard to the financial means available to PVS.

Art. 12 Relationship to other insurance schemes / overcompensation

12.1 Pension reductions

If the benefits of PVS in the event of death or disability in conjunction with other benefits and income result in an income in excess of 100% of the salary subject to statutory AHV contributions last received, the PVS benefits will be reduced until the threshold stated is no longer exceeded.

The following benefits and income are deemed offsettable:

- surviving dependants' and disability benefits that are paid to the insured person by other Swiss and foreign social security schemes and benefit institutions on account of the insured event; in so doing, lump-sum payments will be applied at their equivalent benefit conversion value;
- daily benefits from compulsory insurance schemes;
- daily benefits from voluntary insurance schemes where the employer finances at least half.

In the case of recipients of disability benefits, the income or substitute income that continues to be received or could reasonably be expected to be obtained is offset. The full hypothetical disability income will be offset in accordance with the decree issued by the Disability Insurance (DI).

The following are deemed to be non-offsettable benefits and income:

- compensation for dependency and loss of bodily functions, one-off settlements, assistance benefits and similar benefits;
- additional income that is earned during participation in reintegration measures pursuant to Art. 8a of the Federal Act on Disability Insurance (IVG).

The income of the surviving spouse and orphans is added together.

PVS may verify the conditions to be satisfied and the extent of a reduction at any time and adjust its benefits if a significant change in the situation has taken place.

The reduction in disability benefits when regular pensionable age has been reached will be based on Art. 24a of the Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans (BVV) 2. In such a case, PVS will continue to pay benefits in the same amount as before the insured person reached regular retirement age. In particular, PVS will not balance out any reductions in benefits upon reaching regular retirement age according to the BVG in accordance with Art. 20 (2ter) and (2quater) of the Swiss Accident Insurance Act (UVG) and Art. 47 (1) of the Swiss Military Insurance Act (MVG).

If PVS becomes subject to an obligation to make advance payments, such payments will be based on the statutory minimum benefits.

12.2 Reduction in benefits in the event of divorce

The disability benefits will be reduced when part of the savings capital is transferred on the basis of a division of pension assets to the spouse entitled to such a settlement. Such a reduction will not exceed the amount by which the pension would have been reduced if it had been calculated on the basis of the savings capital less the transferred portion of the termination benefit. The reduction will be calculated in accordance with the provisions of these Regulations currently in effect that were applied in the calculation of the disability benefits subject to the reduction. The date on which the divorce proceedings were initiated is taken as the basis for calculating the reduction.

If retirement as an insured event takes place during the divorce proceedings, the termination benefit and the retirement benefits will be reduced in accordance with Art. 19g of the Swiss Act on Vested Benefits (FZV).

12.3 Reduction in benefits in the event of refusal of benefits

If the accident or military insurance company refuses to provide benefits in accordance with Art. 34a BVG in conjunction with Art. 25 (2) BVV2, Swissport will not compensate for these refusals or reductions in benefits.

Art. 13 Retirement pensions

13.1 Regular retirement age

The regular retirement age for the insured persons is their 63rd birthday.

13.2 Commencement and duration

Retirement pensions are paid as of old-age retirement. The benefits are paid until the recipient dies or is replaced by surviving dependants' benefits pursuant to Art. 13.4.

13.3 Amount

The retirement pension is calculated on the basis of each individual's savings capital existing at the commencement of the retirement benefits. Conversion is performed on the basis of the conversion factors according to the table in Appendix I.

13.4 Surviving dependants' benefits

If recipients of retirement benefits die leaving spouses or life partners entitled to benefits, the latter will receive lifelong surviving dependants' benefits of 70% of the retirement benefits, provided that the conversion of the savings capital was performed using the conversion factor for married persons at the time of commencement of the benefits.

If the spouse or life partner is more than 10 years younger, the benefits paid to the spouse or life partner will be reduced by 5% for each year or part thereof in excess of 10 years' age difference. The benefits paid to the spouse or life partner will, however, amount to at least 50% of the insured benefits prior to reduction. The reduction shall be deferred until the 18th year of age of one or more children if the spouse or partner entitled to a pension has to pay for their maintenance.

13.5 Retirement children's' benefits

Recipients of retirement benefits are entitled to retirement children's benefits for each child that would be entitled to orphans' benefits in the event of the recipient's death. These benefits amount to 20% of the current retirement benefits. If there are entitlements for more than one child, the total amount of the retirement children's benefits may not exceed 50% of the current retirement benefits. This is without prejudice to statutory minimum benefits.
If the retirement children's benefits replace a disabled person's children's benefits, such benefits will correspond to at least the amount of the minimum disabled person's children's benefits from the compulsory benefit cover.

Any entitlement to children's benefits that was already in existence at the time the divorce proceedings were initiated will not be affected by the division of pension assets as a consequence of divorce.

13.6 Partial retirement

In consultation with the employer concerned, partial retirement (also gradual/incremental retirement) is possible in a maximum of 3 steps.

The first reduction in the level of employment and the residual employment must each amount to at least 30%.

Over the entire retirement process, no more than two lump-sum withdrawals are permissible.

13.7 Early retirement

Insured persons may receive reduced retirement benefits at the earliest 5 years before their ordinary retirement age. This will depend on the savings capital available on the date of early retirement and the individual conversion factor as per the table in Appendix I.

13.8 Postponed retirement

In consultation with their employer, insured persons may delay their retirement until they reach the regular AHV retirement age. The contribution payments are owed until the effective retirement date. Retirement benefits depend on the savings capital available on the date of deferred retirement and the individual conversion factor according to the table in Appendix I.

13.9 Capital option

In place of a pension, insured persons may choose to receive a one-off lump-sum payment corresponding to the existing savings capital of the pension in question. Once the savings capital has been paid out, the insured person will have no further claims against PVS.

It is possible to opt for part capital payment and part pension payment. In such a case, the pension portion must not fall below 50% of the maximum AHV retirement benefits per year. If a capital option or partial capital option is chosen, insured persons who are married must provide officially certified documentation of their spouse’s consent.

Art. 14 Disability pensions

14.1 Entitlement

Disability is a situation where insured persons become fully or partially incapable of working as a consequence of a medically attested illness, infirmity or physical injury prior to retirement. As a matter of principle, recognition of disability will depend on the degree of disability determined by the Swiss Disability Insurance. Any degree of disability of less than 40% does not provide any entitlement to partial disability benefits.

14.2 Full or partial disability benefits

The degree of disability corresponds to the degree of disability determined by the Swiss Disability Insurance. The proportional entitlement to benefits is determined according to the guidelines applied by the Swiss Disability Insurance. The disability benefits are redetermined when earned income or payments from other insurance schemes change.

In the case of insured persons in part-time employment, the degree of disability will be determined on the basis of an income comparison performed by the pension fund management engaged by the Board of Trustees. In this respect, it references the income earned by an able-bodied person in accordance with the DI’s decree, which is converted to the number of hours worked part time. The degree of disability arises from the ratio of the income earned by an able-bodied person calculated in this way and the disability income from the DI. The degree of disability determined in this way may deviate from the one pursuant to the DI’s decree.

14.3 Commencement

The disability benefits commence upon termination of payment of the contractually agreed salary including sickness benefits insurance, but no earlier than payment of disability payments by the Swiss Disability Insurance. If the Swiss Disability Insurance does not disburse any benefits, PVS may determine a time-limited pension, provided that a report by the independent medical examiner is available.

14.4 Duration

Disability pensions are paid until the regular retirement age. The entitlement to disability benefits ends upon the death of the insured person or the end of the disability before the insured person reaches retirement age. The regular retirement age applicable upon commencement of the disability benefits in accordance with Art. 14.3 will be decisive.

When the insured person reaches the regular retirement age, the disability benefits will be replaced by retirement benefits. Reaching the regular retirement age and replacement of the disability benefits by retirement benefits will be treated as a new insured event, which means that the Regulations valid at the time of retirement will be applied with the corresponding conditions.

The retirement pension corresponds at least to the price trend–adjusted minimum

BVG invalidity pension.

14.5 Amount

The disability benefits correspond to the expected retirement pension as of the regular retirement age, but at least 40% of the insured salary. The calculation of the expected retirement pension is based on the retirement assets available at the commencement of the disability benefits projected by an interest rate of 1.25% and by applying the Standard savings plan until the insured person's regular retirement age and multiplied by the conversion factor in accordance with Appendix I.

In the event of partial disability, a corresponding portion of the benefits will be disbursed.

With the following degrees of disability, the insured person will receive the corresponding proportional benefits:

- disability of at least 70%, full disability benefits;
- disability of at least 60%, three quarters of the full amount;
- disability of at least 50%, half of the full amount;
- disability of at least 40%, quarter of the full amount.

14.6 Savings capital in the event of disability

The savings capital of a fully disabled insured person will continue exempted from contributions.

The savings capital of an insured person receiving partial disability is broken down into two parts. One part of the savings capital corresponds pro rata to the entitlement to benefits. It is continued exempted from contributions, as with a fully disabled insured person, for the eventuality that the person regains full capacity for work. The other part is deemed equivalent to the savings capital of a fully employed insured person. In the event of early termination, disbursement of the regular vested benefit will be made on the basis of the savings capital existing at the beginning of payment of the benefits calculated pro rata depending on the degree of partial disability and on the basis of the savings capital from part-time work insured at PVS.

14.7 Children's benefits

In addition to regular disability benefits, the insured person is entitled to disabled person's children's benefits. The entitlement, amount and duration of the disabled person's children's benefits depend on the provisions governing orphan's benefits, but apply no longer than there is an entitlement to disability benefits.

Disabled person's child's benefits paid in connection with partial disability pensions are reduced in line with the insured's degree of disability.

Any entitlement to disabled person's children's benefits that was already in existence at the time the divorce proceedings were initiated will not be affected by the division of pension assets as a consequence of divorce.

14.8 Surviving dependants' benefits

If, upon death, a fully disabled person leaves a spouse or life partner, the benefits will be reduced to 70% and payment will be continued provided that the criteria for entitlement pursuant to Art. 15 are met. If the surviving spouses do not satisfy any of these conditions, they are entitled to a one-off lump-sum settlement payment amounting to five annual pension payments.

14.9 Capital option

Upon written request, insured persons between the age of 58 and the regular retirement age may choose to receive a one-off lump-sum payment instead of the disability benefits due upon ending of the loss-of-salary insurance. The amount of the lump-sum payment corresponds to the savings capital existing at that point in time. Married persons must provide officially certified documentation of their spouse's consent. The lump sum is deemed compensation for all benefits payable by PVS, all entitlements having been netted, with the exception of any entitlements to disabled person's children's benefits corresponding to the retirement children's benefits.

Art. 15 Spouse and life partner's benefits

15.1 Surviving spouse's benefit entitlement

The surviving spouse of a deceased insured person is entitled to spouse's benefits if he/she:

a) is responsible for the maintenance of one or more children,

b) has a disability of at least 70%,

c) is more than 35 years old and the marriage lasted at least two years.

If the surviving spouses do not satisfy any of these conditions, they are entitled to a one-off lump-sum settlement payment amounting to five annual pension payments.

15.2 Life partner's pension entitlement

1. Upon written request, PVS will grant benefits to the life partner corresponding to the spouse's benefits. The request must be submitted in advance but no later than one month after the death of the insured person. The criteria for entitlement and the provisions of this Article apply *mutatis mutandis*. The life partners of married insured persons and recipients of benefits do not have any entitlement to life partner's benefits.
2. Such a life partner is treated in the same way as a spouse provided that they are not related and the following criteria are cumulatively met:
   a. the life partner must have reached the age of 35 before his/her death and must have cohabited in a shared household with the insured person for an uninterrupted period over the last 5 years until the insured person's death; and
   b. there is evidence that the life partner was maintained by the insured person prior to the insured person's death or there is evidence that they supported each other to a substantial extent.
3. The Board of Trustees may adopt further provisions. If the life partner is already receiving spouse's benefits from a pension fund, he/she will not be entitled to the life partner's benefits. The dissolution of a life partnership does not provide any entitlement to benefits as defined in Art. 15.4.
4. Life partners of unmarried recipients of retirement benefits are entitled to life partner's benefits only if the benefits upon retirement were purchased at the tariff including life partner benefits in Appendix I.
5. The entitlement to benefits ends when the surviving partner marries or starts to cohabit. There is no entitlement to a one-off settlement.

15.3 Amount of the spouse/life partner's pension

The pension amounts to 70% of the insured full disability benefits.

15.4 Entitlements on the part of divorcees

Following the death of the former insured person, a divorced spouse is treated in the same way as a surviving spouse provided that the marriage lasted at least ten years and the divorce settlement awarded the divorced spouse a pension or lump-sum payment pursuant to Art. 124e (1) of the ZGB, Art. 126 Abs. (1) of the ZGB or Art. 34 (2) and (3) of the Swiss Partnerships Act.

Entitlement to surviving dependants' benefits will continue to apply at the longest for the same period as the pension would have been payable according to the divorce settlement.

The entitlement amounts to a maximum of half the spouse's benefits but no more than the statutory minimum according to the BVG. Benefits to divorced spouses are reduced by that amount by which the benefits, in conjunction with the benefits paid by other insurance schemes including but not limited to the AHV and DI, exceed the entitlement under the divorce settlement.

The pension payable to the surviving spouse or partner is reduced by the benefits payable to the divorced spouse.

15.5 Commencement and duration

The pension commences on the first day of the month following the end of continued salary payments. It expires upon death, remarriage or entry into a civil partnership. There is no entitlement to a one-off settlement.

15.6 Capital option

Upon written request, entitlements may be taken in the form of a one-off lump-sum payment.

The amount of the lump-sum payment corresponds to the savings capital existing at the time of the insured event. The lump sum is deemed compensation for all benefits payable by PVS, all entitlements having been netted; any entitlements to orphan's benefits remain excepted from this.

15.7 Reduction in benefits in the event of a large age difference

If the spouse or life partner is more than 10 years younger, the pension paid to the spouse or life partner will be reduced by 5% for each year or part thereof in excess of 10 years' age difference. The pension paid to the spouse or life partner will, however, amount to at least 50% of the insured benefits prior to reduction. The reduction shall be deferred until the 18th year of age of one or more children if the spouse or partner entitled to a pension has to pay for their maintenance.

Art. 16 Lump-sum payable upon death

16.1 Entitlement

If active insured persons or recipients of benefits die without spouse's or life partner's or surviving dependants' benefits becoming due in accordance with Art. 15, there will be an entitlement to a lump-sum payable upon death. Surviving dependents are entitled to such a lump sum, irrespective of inheritance law, in the following order and to the following extent:

a) natural persons who were supported by the deceased insured person to a substantial extent prior to the insured person's death, or the person with whom the insured person cohabited for an uninterrupted period over the last five years until the insured person's death, or the person who is responsible for the maintenance of one or more mutual children;
b) if there is no such person, the children;
c) if there are no children, the parents;
d) if there are no parents, the brothers or sisters;
e) if there are no beneficiaries pursuant to letters a)–d): any other statutory heirs excluding the community, in the amount of 50% of the lump-sum payable upon death.

There will be no entitlement to surviving dependants' benefits according to letter a) if the beneficiary is receiving widow's or widower's benefits.

16.2 Amount

The amount of the lump sum payable upon the death of the active insured persons corresponds to the existing savings capital less any surviving dependants' benefits.

For pension recipients, the lump-sum death benefit is equal to three times the deceased's annual pension, less any pension payments already received.

Art. 17 Orphan's benefits

17.1 Entitlement

If active insured persons die, their children will be entitled to orphan's benefits. An 'orphan' is defined as having one surviving parent, while a 'full orphan' is defined as having none.

Foster children for whose upbringing and maintenance the insured person had assumed long-term responsibility will be deemed children.

17.2 Commencement and duration

Orphan's benefits will commence on the first day of the month following the insured person's death. The orphan's benefits will be disbursed until the end of the month in which the orphan reaches the age of 18. After the orphan reaches the age of 18, he/she will be entitled to benefits for a period no longer than until his/her 25th birthday provided that he/she is fully or partially incapable of working on account of occupational training or physical or mental infirmity. A temporary interruption to training (e.g. military service) does not affect payment of the orphan's benefits.

17.3 Amount

a) The amount of the orphan's benefits amounts to 10% of the last insured salary per orphan.

b) The benefits for full orphans (having lost both parents) amount to 15% of the last insured salary per full orphan.

c) If the children's benefits of a disabled or retired deceased insured person were not affected by a division of pension assets as a consequence of divorce, the orphan's benefits will be calculated on the same basis.

Art. 18 Divorcees' benefits

18.1 Entitlement

If an insured person is receiving disability benefits after the regular retirement age or retirement benefits at the time divorce proceedings are initiated and if that insured person is ordered by the court to perform a division of pension assets, the portion of the benefit converted into a life-long pension (divorcees' benefit) awarded by the court will be paid by PVS to the entitled spouse, or the said portion will be transferred into that spouse's benefit cover.

18.2 Disbursement procedures

The divorcees' benefits will be disbursed in cash to the entitled spouse from the date on which he/she reaches regular retirement age in accordance with Art. 13 of the BVG. The entitled spouse may, however, request that it continue to be transferred into their own pension fund if that fund allows for the purchase of additional benefits.

18.3 Cash disbursement

Upon application by the entitled spouse, the divorcees' benefits will be disbursed to them in cash, as long as they are entitled to full disability benefits, or from the date on which they reach the statutory minimum age for early retirement.

18.4 Capital option

Upon application of the entitled spouse, a lump-sum payment will be made instead of a transfer of pension benefits. The application must be received by PVS no later than 1 month after the decree absolute of the divorce.

18.5 Transfer to the contingency fund foundation

If the entitled spouse switches to another pension fund or a vested benefits institution, he/she shall inform PVS of the fact by no later than 15 November of the year in question. If the entitled spouse does not inform PVS of his/her pension fund or vested benefits institution, PVS will transfer the amount to the contingency fund foundation at the earliest 6 months but no more than 2 years after the amount becomes due.

Art. 19 vested benefit

19.1 Entitlement

If the employment relationship is terminated prematurely without there being an entitlement to benefits from PVS according to the above provisions, the insurance cover will end. If there is savings capital available, the insured person will be entitled to a vested benefit.

19.2 Amount

The amount of the vested benefit will be calculated according to the principle of defined contributions. It corresponds to the existing savings capital, but as a minimum to the amount pursuant to Art. 17 of the Swiss Federal Act on Transferability of Vested Interests in Occupational Old-Age, Survivors' and Disability Pension Plans (FZG). This amount corresponds to

a) the entry lump-sum contributed along with interest and
b) the contributions to the retirement benefits paid by the employee for the duration of contribution payments, with interest paid, with a premium of 4% per year of age from the age of 20 (capped at a maximum of 100%)

The retirement assets pursuant to Art. 15 of the BVG will be transferred if these are greater than the existing savings capital or the vested benefit pursuant to Art. 17 of the FZG.

19.3 Use

The vested benefit will be transferred to the new employer's pension fund.

If the insured person does not join a new pension fund, the vested benefit will be transferred to a vested benefit account or a vested benefit policy. In the absence of a corresponding communication, it will be transferred to the contingency fund foundation after 6 months.

19.4 Cash disbursement

Insured persons exiting the scheme may request cash disbursement of the vested benefits if

– they leave Switzerland or the Principality of Liechtenstein on a permanent basis (subject to any statutory restrictions to the contrary, such as for EU and EFTA countries);
– they take up self-employment and are no longer subject to compulsory membership of an occupational pension fund;
– the termination benefit amounts to less than their annual contribution.

In the case of married persons, cash disbursement is only permissible if their spouse provides their written and officially certified consent.

D Further provisions

Art. 20 Duty to notify and provide information

20.1 Information

PVS's annual financial statements with information on how it is organised and financed as well as on the members of the Board of Trustees is made available to all insured persons and recipients of benefits. Insured persons are sent a statement of benefits each year which contains the insured wages, the contributions, the insured benefits and the amount of the individual savings capital. Upon request, PVS's administration will inform insured persons of the personal data held.

20.2 Duties on the part of insured persons and recipients of benefits

Insured persons and recipients of benefits or their dependants are obliged, without being requested to do so, to provide PVS with the following information that may affect benefits paid by PVS:

a) Insured person (provided by HR service)
- Change in civil status
- Obligation to perform division of pension assets or entitlement to division of pension assets for divorcees' benefits
- Support for/change in life partner
- Reduction in salary or interruption to salary in connection with reduced working time

b) Recipients of retirement pensions
- Change in civil status
- Obligation to perform division of pension assets or entitlement to division of pension assets for divorcees' benefits
- Death

c) Recipients of disability and partial disability benefits
- AHV/DI/SUVA (Swiss National Accident Insurance Fund) and EMV (Swiss Military Insurance) decisions
- Change in the degree of disability
- Changes in DI benefits not relating to inflation
- Changes in any earned income
- Change in the civil status
- Obligation to perform division of pension assets or entitlement to division of pension assets for divorcees' benefits
- Changes in the obligation to pay maintenance
- Children's entitlement to benefits
- Death
- Amount of vested benefits not contributed to PVS

d) Widows/widowers/orphans
- Death
- Change in civil status
- Children's entitlement to benefits
- Amount of vested benefits not contributed to PVS

e) New entrants
- All details on vested benefits of the pension fund of the previous employer or on any existing vested benefit accounts/vested benefit policies

f) Beneficiaries who have made advance withdrawals/pledges

– All changes on the basis of which the pension fund assets subject to advance withdrawal/pledging no longer correspond to the statutory requirements for residential property financed with second pillar funds

g) Persons entitled to division of pension assets relating to divorcees' benefits

– Information to the pension funds of both spouses on any entitlement to divorcees' benefits and any change in the pension fund by 15 November of the year in question

PVS is entitled to request further documents that may affect the benefits payable by PVS.

Art. 21 Provisions of property law

21.1 Assignment, pledging, inclusion in compulsory enforcement

Claims on the part of insured persons or their surviving dependants against PVS may not be assigned to third parties. Within the scope of the statutory provisions, they are immune from compulsory enforcement. Pledging conforms to the statutory provisions.

21.2 Claims against third parties

If insured persons or their surviving dependants suffer a loss on the basis of which PVS is obliged to pay benefits, PVS may request that any liability claims against third parties who have caused the loss be assigned to PVS, specifically up to the amount of the capitalised benefits payable by PVS that exceed the personal contributions of the insured person. In such cases, the recipient of the benefits shall assist PVS in asserting such assigned claims.

Art. 22 Legal recourse

Disputes relating to benefits that are not of a voluntary nature must be resolved within the framework of the statutory provisions.

The Board of Trustees' decision on the granting of voluntary benefits shall be final.

Art. 23 Regulations concerning organisation and investment

23.1 Organisation and administration based on equal representation

The organisation and administration based on equal representation are set out by the Board of Trustees in the Organisational Regulations.

23.2 Investment of the Foundation's assets

The principles of the Foundation's investment policy are set out by the Board of Trustees in its Investment Regulations.

23.3 Election of employee representatives

The provisions for electing employee representatives to the Board of Trustees is set out by the Board of Trustees in its Electoral Regulations.

Art. 24 Changes to regulations

These Regulations can be amended by the Board of Trustees at any time while protecting acquired rights.

The foundation regulatory authority, the affiliated companies and the beneficiaries will be informed of any changes.

Art. 25 Restructuring clause

In the event of a funding shortfall as defined in Art. 44 BVV 2, the Board of Trustees will without delay take action in conjunction with the accredited pension actuary and any other experts involved to implement measures to restore the financial balance.

a) Each year, the Board of Trustees will engage an expert for occupational pension schemes to prepare actuarial financial statements of the fund in accordance with the funding principle.

b) If the actuarial financial statements reveal underfunding that jeopardises the security of the benefits under the Regulations, the Board of Trustees shall take the necessary measures. In particular, the Board of Trustees may decide to take the following measures while complying with the statutory provisions.
   - Shortfall reduction contributions as percentages of the insured wages. The shortfall reduction contribution by the company must be at least equal to the contribution by the insured persons. In principle, the shortfall reduction contribution will be collected until the underfunding has been eliminated; the Board of Trustees will determine the amount and the date of commencement and duration.
   - Suspension of benefit increases granted voluntarily over the last 10 years.
   - Refusal of advance withdrawals for the repayment of mortgages for the duration of an underfunding. The Board of Trustees will determine the date from which the restriction will apply and when it will cease to apply.
   - For the duration of the underfunding, the interest adopted by the Board of Trustees for the interest payable on deposits will be applied for the calculation of the termination benefit pursuant to Art. 17 of the FZG instead of the minimum interest according to the BVG.
   - The company may make contributions into a separate reserve account for employer contributions for which use has been waived.

Art. 26 Dissolution and liquidation

26.1 Dissolution

In the event of partial or total liquidation, every insured person exiting the fund will be entitled to a portion of the uncommitted funds in accordance with the statutory provisions. These funds can be transferred individually or, in the case of group transfers, collectively to the new pension fund.

26.2 Restructuring

Actuarial deficits may be deducted from the vested benefit. The Board of Trustees will issue the necessary provisions for implementation.

Art. 27 Transitional provisions

Those insured externally as of 31 December 2020 will continue to be insured in accordance with Appendix IV of the pension fund regulations valid from 1 January 2020. Only the insured disability benefit in accordance with Art. 14 of the Pension Fund Regulations valid from 1 January 2020 is now insured.

The retirement, surviving dependants' and disability benefits already being paid as of 31 December 2019 will continue to be disbursed at an unchanged amount. The other criteria for disbursement and the provisions for reduction as a consequence of excess insurance (or for other reasons) will, in contrast, be determined on the basis of these Regulations. If the degree of disability benefits already being paid changes as a consequence of an audit of the Swiss Disability Insurance, the amount of the benefits will be determined in accordance with the Regulations effective on 1 January 2019.

Those born in 1961 or 1962 with the month of birth from January to June can take early retirement according to the regulations on 01.01.2019. The application for early retirement for this group of people must be submitted by 30.06.2020. In the event of payment of early retirement benefits for insured persons born in this period being paid before 01/07/2020, the one-off deposit defined below will be reversed.

For insured persons born in 1964 or before, a one-off deposit will be made into their retirement assets effective as of 1 January 2020 to mitigate in full or in part the effect of the reduction in the conversion rate as of 1 January 2020. The amount of the one-off contribution will be determined according to the year of birth:

- 1960 and earlier: 100% of the current difference in benefits will be paid as a one-off contribution;
- 1961: 80% of the current difference in benefits will be paid as a one-off contribution;
- 1962: 60% of the current difference in benefits will be paid as a one-off contribution;
- 1963: 40% of the current difference in benefits will be paid as a one-off contribution;
- 1964: 20% of the current difference in benefits will be paid as a one-off contribution.

The one-off deposit of the current difference in benefits corresponds to the difference of the expected retirement pension at the regular retirement age in accordance with the Pension Scheme Regulations, valid as of 1 January 2019, and the expected retirement pension at the regular retirement age in accordance with the present Pension Scheme Regulations. This difference is divided by the conversion factor at the regular retirement age in accordance with Appendix I of these Regulations. The one-off deposit is discounted at the projected interest rate applied for the calculation of the expected retirement pension of 1.5% for the years between retirement at the regular age and 1 January 2020. The interest paid in 2019 of 4% less the projected interest rate of 1.5% is deducted from the discounted deposit for insured persons born in 1960 or earlier. The deduction is limited to the discounted deposit.

The conversion factors for the individual calculation of the deposit (with or without entitlement to spouse's or life partner's pension) are determined using the marital status data known to the Foundation as of 31 December 2019.
Purchases in 2019 are not taken into consideration in the calculation of the one-off deposits.

Divorced spouses who were awarded a pension or lump-sum payment for a lifelong pension before the amendment to the ZGB of 10 June 2016 came into effect are entitled to surviving dependants' benefits according to the previous Regulations.

Art. 28 Entry into force

These Regulations enter into force as of 01 January 2021 and replace the Regulations dated 01 January 2020.

Opfikon, 17 November 2020

Appendix I Conversion factors

Conversion factors

Calculation of the retirement benefits

The retirement pension shall be determined using the conversion factor as a percentage of the savings capital.

Entitlement to spouse's or life partner's benefits

The conversion factors with entitlement to spouse's or life partner's benefits contain an entitlement to spouse's or life partner's benefits of 70% of the retirement pension.

Conversion factors, valid from 1 January 2020

Conversion factors, valid from 1 January 2020

Age of the insured person	With entitlement to spouse's or life partner's benefits	Without entitlement to spouse's or life partner's benefits
58	4.17	4.50
59	4.27	4.63
60	4.37	4.76
61	4.47	4.90
62	4.59	5.05
63	**4.70**	**5.20**
64	4.83	5.37
65	4.96	5.54

Appendix II Table for the purchase of pension benefits for main plan A and B

Table for the purchase of pension benefits pursuant to Art. 6.2 for main plan A and B

	Main plan A Standard for Basel and Geneva		Main plan A Standard Plus for Basel and Geneva		Main plan B Standard for Zurich and individual pension benefits		Main plan B Standard Plus for Zurich and individual pension benefits	
Age	Age credit	**Max. amount for pension fund in % insured salary**	Age credit	**Max. amount for pension fund in % insured salary**	Age credit	**Max. amount for pension fund in % insured salary**	Age credit	**Max. amount for pension fund in % insured salary**
25	15.0%	**15.0%**	18.0%	**18.0%**	7.0%	**7.0%**	11.7%	**11.7%**
26	15.0%	**30.3%**	18.0%	**36.4%**	7.0%	**14.1%**	11.7%	**23.6%**
27	15.0%	**45.9%**	18.0%	**55.1%**	7.0%	**21.4%**	11.7%	**35.8%**
28	15.0%	**61.8%**	18.0%	**74.2%**	7.0%	**28.8%**	11.7%	**48.2%**
29	15.0%	**78.0%**	18.0%	**93.7%**	7.0%	**36.4%**	11.7%	**60.9%**
30	15.0%	**94.6%**	18.0%	**113.6%**	7.0%	**44.1%**	11.7%	**73.8%**
31	15.0%	**111.5%**	18.0%	**133.9%**	7.0%	**52.0%**	11.7%	**87.0%**
32	15.0%	**128.7%**	18.0%	**154.6%**	7.0%	**60.0%**	11.7%	**100.4%**
33	15.0%	**146.3%**	18.0%	**175.7%**	7.0%	**68.2%**	11.7%	**114.1%**
34	15.0%	**164.2%**	18.0%	**197.2%**	7.0%	**76.6%**	11.7%	**128.1%**
35	15.0%	**182.5%**	18.0%	**219.1%**	15.0%	**93.1%**	18.0%	**148.7%**
36	15.0%	**201.2%**	18.0%	**241.5%**	15.0%	**110.0%**	18.0%	**169.7%**
37	15.0%	**220.2%**	18.0%	**264.3%**	15.0%	**127.2%**	18.0%	**191.1%**
38	15.0%	**239.6%**	18.0%	**287.6%**	15.0%	**144.7%**	18.0%	**212.9%**
39	15.0%	**259.4%**	18.0%	**311.4%**	15.0%	**162.6%**	18.0%	**235.2%**
40	15.0%	**279.6%**	18.0%	**335.6%**	15.0%	**180.9%**	18.0%	**257.9%**
41	15.0%	**300.2%**	18.0%	**360.3%**	15.0%	**199.5%**	18.0%	**281.1%**
42	15.0%	**321.2%**	18.0%	**385.5%**	15.0%	**218.5%**	18.0%	**304.7%**
43	15.0%	**342.6%**	18.0%	**411.2%**	15.0%	**237.9%**	18.0%	**328.8%**
44	15.0%	**364.5%**	18.0%	**437.4%**	15.0%	**257.7%**	18.0%	**353.4%**
45	15.0%	**386.8%**	18.0%	**464.1%**	15.0%	**277.9%**	18.0%	**378.5%**
46	15.0%	**409.5%**	18.0%	**491.4%**	15.0%	**298.5%**	18.0%	**404.1%**
47	15.0%	**432.7%**	18.0%	**519.2%**	15.0%	**319.5%**	18.0%	**430.2%**
48	15.0%	**456.4%**	18.0%	**547.6%**	15.0%	**340.9%**	18.0%	**456.8%**
49	15.0%	**480.5%**	18.0%	**576.6%**	15.0%	**362.7%**	18.0%	**483.9%**
50	15.0%	**505.1%**	18.0%	**606.1%**	15.0%	**385.0%**	18.0%	**511.6%**
51	15.0%	**530.2%**	18.0%	**636.2%**	15.0%	**407.7%**	18.0%	**539.8%**
52	15.0%	**555.8%**	18.0%	**666.9%**	15.0%	**430.9%**	18.0%	**568.6%**
53	15.0%	**581.9%**	18.0%	**698.2%**	15.0%	**454.5%**	18.0%	**598.0%**
54	15.0%	**608.5%**	18.0%	**730.2%**	15.0%	**478.6%**	18.0%	**628.0%**
55	15.0%	**635.7%**	18.0%	**762.8%**	15.0%	**503.2%**	18.0%	**658.6%**
56	15.0%	**663.4%**	18.0%	**796.1%**	15.0%	**528.3%**	18.0%	**689.8%**
57	15.0%	**691.7%**	18.0%	**830.0%**	15.0%	**553.9%**	18.0%	**721.6%**
58	15.0%	**720.5%**	18.0%	**864.6%**	15.0%	**580.0%**	18.0%	**754.0%**
59	15.0%	**749.9%**	18.0%	**899.9%**	15.0%	**606.6%**	18.0%	**787.1%**
60	15.0%	**779.9%**	18.0%	**935.9%**	15.0%	**633.7%**	18.0%	**820.8%**
61	15.0%	**810.5%**	18.0%	**972.6%**	15.0%	**661.4%**	18.0%	**855.2%**
62	15.0%	**841.7%**	18.0%	**1010.1%**	15.0%	**689.6%**	18.0%	**890.3%**
63	15.0%	**873.5%**	18.0%	**1048.3%**	15.0%	**718.4%**	18.0%	**926.1%**

Interest: 2%
The age is equal to the calendar year less year of birth. The maximum capital is stated as of 31 December in each case.

Appendix III Table for the purchase of pension benefits under main plan C and additional plan

Table for the purchase of pension benefits pursuant to Art. 6.2 for main plan C and additional plan

	Main plan C Standard for baggage sorting		**Main plan C Standard Plus for baggage sorting**		**Additional plan Standard for all Swissport companies**		**Additional plan Standard Plus for all Swissport companies**	
Age	Age credit	**Max. amount for pension fund in % insured salary**	Age credit	**Max. amount for pension fund in % insured salary**	Age credit	**Max. amount for pension fund in % insured salary**	Age credit	**Max. amount for pension fund in % insured salary**
25	7.0%	**7.0%**	11.3%	**11.3%**	21.0%	**21.0%**	24.0%	**24.0%**
26	7.0%	**14.1%**	11.3%	**22.7%**	21.0%	**42.4%**	24.0%	**48.5%**
27	7.0%	**21.4%**	11.3%	**34.4%**	21.0%	**64.2%**	24.0%	**73.5%**
28	7.0%	**28.8%**	11.3%	**46.3%**	21.0%	**86.5%**	24.0%	**99.0%**
29	7.0%	**36.4%**	11.3%	**58.5%**	21.0%	**109.2%**	24.0%	**125.0%**
30	7.0%	**44.1%**	11.3%	**70.9%**	21.0%	**132.4%**	24.0%	**151.5%**
31	7.0%	**52.0%**	11.3%	**83.6%**	21.0%	**156.0%**	24.0%	**178.5%**
32	7.0%	**60.0%**	11.3%	**96.5%**	21.0%	**180.1%**	24.0%	**206.1%**
33	7.0%	**68.2%**	11.3%	**109.7%**	21.0%	**204.7%**	24.0%	**234.2%**
34	7.0%	**76.6%**	11.3%	**123.1%**	21.0%	**229.8%**	24.0%	**262.9%**
35	15.0%	**93.1%**	17.0%	**142.6%**	21.0%	**255.4%**	24.0%	**292.2%**
36	15.0%	**110.0%**	17.0%	**162.5%**	21.0%	**281.5%**	24.0%	**322.0%**
37	15.0%	**127.2%**	17.0%	**182.8%**	21.0%	**308.1%**	24.0%	**352.4%**
38	15.0%	**144.7%**	17.0%	**203.5%**	21.0%	**335.3%**	24.0%	**383.4%**
39	15.0%	**162.6%**	17.0%	**224.6%**	21.0%	**363.0%**	24.0%	**415.1%**
40	15.0%	**180.9%**	17.0%	**246.1%**	21.0%	**391.3%**	24.0%	**447.4%**
41	15.0%	**199.5%**	17.0%	**268.0%**	21.0%	**420.1%**	24.0%	**480.3%**
42	15.0%	**218.5%**	17.0%	**290.4%**	21.0%	**449.5%**	24.0%	**513.9%**
43	15.0%	**237.9%**	17.0%	**313.2%**	21.0%	**479.5%**	24.0%	**548.2%**
44	15.0%	**257.7%**	17.0%	**336.5%**	21.0%	**510.1%**	24.0%	**583.2%**
45	15.0%	**277.9%**	17.0%	**360.2%**	21.0%	**541.3%**	24.0%	**618.9%**
46	15.0%	**298.5%**	17.0%	**384.4%**	21.0%	**573.1%**	24.0%	**655.3%**
47	15.0%	**319.5%**	17.0%	**409.1%**	21.0%	**605.6%**	24.0%	**692.4%**
48	15.0%	**340.9%**	17.0%	**434.3%**	21.0%	**638.7%**	24.0%	**730.2%**
49	15.0%	**362.7%**	17.0%	**460.0%**	21.0%	**672.5%**	24.0%	**768.8%**
50	15.0%	**385.0%**	17.0%	**486.2%**	21.0%	**707.0%**	24.0%	**808.2%**
51	15.0%	**407.7%**	17.0%	**512.9%**	21.0%	**742.1%**	24.0%	**848.4%**
52	15.0%	**430.9%**	17.0%	**540.2%**	21.0%	**777.9%**	24.0%	**889.4%**
53	15.0%	**454.5%**	17.0%	**568.0%**	21.0%	**814.5%**	24.0%	**931.2%**
54	15.0%	**478.6%**	17.0%	**596.4%**	21.0%	**851.8%**	24.0%	**973.8%**
55	15.0%	**503.2%**	17.0%	**625.3%**	21.0%	**889.8%**	24.0%	**1017.3%**
56	15.0%	**528.3%**	17.0%	**654.8%**	21.0%	**928.6%**	24.0%	**1061.6%**
57	15.0%	**553.9%**	17.0%	**684.9%**	21.0%	**968.2%**	24.0%	**1106.8%**
58	15.0%	**580.0%**	17.0%	**715.6%**	21.0%	**1008.6%**	24.0%	**1152.9%**
59	15.0%	**606.6%**	17.0%	**746.9%**	21.0%	**1049.8%**	24.0%	**1200.0%**
60	15.0%	**633.7%**	17.0%	**778.8%**	21.0%	**1091.8%**	24.0%	**1248.0%**
61	15.0%	**661.4%**	17.0%	**811.4%**	21.0%	**1134.6%**	24.0%	**1297.0%**
62	15.0%	**689.6%**	17.0%	**844.6%**	21.0%	**1178.3%**	24.0%	**1346.9%**
63	15.0%	**718.4%**	17.0%	**878.5%**	21.0%	**1222.9%**	24.0%	**1397.8%**

Interest: 2% The age is equal to the calendar year less year of birth. The maximum capital is stated as of 31 December in each case.

Appendix IV: Retirement from compulsory insurance after reaching the age of 56.

Art. 1 General

Appendix IV applies to insured persons who leave the insurance scheme after reaching the age of 56 because the employment relationship has been terminated by the employer. These insured persons can continue the insurance in the previous scope.

Art. 2 Continuation of insurance and registration deadline

The insured person can choose whether they wish to continue the insurance with the savings process and risk insurance or risk insurance alone. Within one month of the termination of the employment relationship, the relevant declaration must be submitted in writing to the PVS together with a copy of the letter of termination from the employer.

If the savings process is continued, it is possible to change the contribution scale in accordance with Art. 5.1 of these regulations at the start of continued insurance, and this must also be notified to the PVS in good time (within one month of the end of the employment relationship). If no information is given, the previous savings scale continues to apply.

The insurance and the obligation to pay contributions begin on the day after the end of the employment relationship, but no earlier than 1 January 2021. The termination benefit remains in the PVS, even if the savings process is not continued.

Art. 4 Contributions – Costs

The total savings contributions (if the savings process is continued) and the other regulatory contributions are financed by the insured person. The PVS can demand any restructuring contributions from the insured.

Art. 5 End of insurance

The continued insurance ends without additional coverage:

- upon termination by the insured person;
- when joining a new pension scheme, provided that more than two thirds of the termination benefit is required to purchase the full regulatory benefits;
- upon the death of the insured person;
- in the event of outstanding contributions due to termination;
- upon termination of the affiliation contract by the former employer.

Retirement takes place at the latest upon reaching the normal retirement age. Postponed retirement is not possible.

The insured person can cancel the savings process at the end of a month. In this case, the risk insurance continues. The corresponding declaration must be received by the foundation in writing by the end of the previous month at the latest.

The insured person can cancel the entire continued insurance at the end of a month. The corresponding declaration must be received by the PVS in writing by the end of the previous month at the latest.

If less than two thirds of the termination benefit can be brought in when joining the new pension fund, the remaining part of the termination benefit remains in the PVS. The previously insured annual salary will be reduced in the same proportion.

If more than two thirds of the termination benefit can be brought in when joining the new pension fund, the remaining part of the termination benefit remains in the PVS and the retirement benefits become due.

The following applies to the calculation of the vested benefits in accordance with Art. 17 FZG/[Freizügigkeitsgesetz] (Vested Benefits Act):

- The savings contributions paid during continued insurance are counted as paid by the insured person.
- There is no surcharge of 4% per year of age from the age of 20 on the total contributions paid during continued insurance.

If the continuation of the insurance has lasted more than two years, the retirement benefits must be drawn in the form of a pension, and the termination benefit can no longer be withdrawn or pledged for home ownership for personal use. The old-age pension which replaces any disability pension cannot be drawn in the form of a lump sum if continued insurance has lasted for more than two years.

The PVS cancels the continued insurance if premium payments are not paid within 30 days after a single reminder.

Appendix V: "Main" pension plan

(loose leaf)

Appendix VI: "Additional" pension plan

(loose leaf)

Appendix VII: Provisions for part-time employees who receive an hourly wage

(loose leaf)

Foundation deed

Art. 1 Name

A foundation within the meaning of Article 80 et seq. of the Swiss Civil Code (ZGB), Article 331 of the Swiss Code of Obligations (OR) and Article 48 (2) of the Swiss Federal Act on Occupational Old-Age, Survivors' and Disability Pension Plans (BVG) has been set up under the name of **"Personalvorsorge Swissport"**.

Art. 2 Registered office

The foundation has its registered office at the domicile of Swissport International AG (hereinafter referred to as Swissport) in 8152 Opfikon, Switzerland. The Board of Trustees may, with the consent of the regulatory authority, relocate the registered office to another place in Switzerland.

Art. 3 Purpose

3.1 The Foundation serves the purpose of providing occupational pension schemes under the BVG and its implementation provisions to insure the employees of Swissport and their dependants and survivors against the economic consequences of old age, death and disability.

3.2 The Foundation may also provide occupational pension cover over and above the statutory minimum benefits, including benefits in emergency situations such as illness, accident, disability or unemployment.

3.3 By resolution of the Board of Trustees and with the approval of Swissport, the Foundation's cover can also be extended to the staff of companies economically affiliated to Swissport to the extent that the Foundation is provided with the necessary funds for this purpose and the rights of the existing beneficiaries are not reduced. The inclusion of an economically affiliated company is effected on the basis of a written affiliation agreement that must be notified to the regulatory authority.

3.4 With a view to achieving the purpose of the Foundation, the Foundation can take out insurance policies in favour of some or all of the beneficiaries or enter into existing contracts of this kind, where it must be policyholder and beneficiary itself.

Art. 4 – Assets

4.1 Swissport grants the Foundation starting capital of CHF 10,000.

4.2 The Foundation's assets are augmented in accordance with these Regulations by employer and employee contributions, voluntary donations on the part of employers and third parties, and any surpluses from insurance policies and the earnings of the Foundation's assets.

4.3 Except for the purpose of pension benefits, the Foundation's assets may not be used for payments which the employers are legally obliged to make or which they usually make as remuneration for services rendered (cost-of-living adjustments, bonuses, long-service awards, etc.).

4.4 The Foundation's assets must be administered in accordance with established principles in compliance with the federal legislation on the investment and withdrawal of funds. When making investments, the focus must be placed on security and a reasonable return.

4.5 Employer contributions may be made from the Foundation's funds provided that they have previously augmented the contribution reserves and these have been disclosed separately.

4.6 The Foundation's accounts shall be prepared as of 31 December each year.

Art. 5 – Regulations

5.1 The Board of Trustees shall issue Regulations governing the benefits, the organisation, the administration and financing as well as control of the Foundation.

5.2 In these Regulations, the Board of Trustees will specify the relationship between the Foundation and Swissport, the insured persons and the entitled beneficiaries.

5.3 The Regulations can be amended by the Board of Trustees at any time while protecting the legal rights acquired by the beneficiaries. The Regulations and amendments to the same shall be submitted to the regulatory authority.

Art. 6 – Board of Trustees

6.1 The Board of Trustees shall be composed of at least six members, half of which shall be employer representatives and half employee representatives.

6.2 The employee representatives will be elected from the employees taking account of the different categories of employee. The other members of the Board of Trustees are determined by Swissport and companies economically affiliated to Swissport. The details of administration based in equal representation will be set out in the Regulations.

6.3 The members of the Board of Trustees shall have a term of office of three years. They may be reelected upon expiry of their term of office. Members in an employment relationship with Swissport or an associated enterprise will retire from the Board of Trustees upon dissolution of the employment relationship as soon as a successor to the retiring member has been determined. Members elected during the term of office enter into the term of office of their predecessors.

6.4 The Board of Trustees represents the Foundation towards third parties. The Board designates those persons who represent the Foundation in a legally binding manner and determines the procedure for signing, where a minimum of two signatures are collectively required.

6.5 The Board of Trustees manages the Foundation in accordance with the law, the provisions of the foundation deed and Regulations, and in accordance with the instructions of the regulatory authority.

Art. 7 – Auditing

7.1 The Board of Trustees engages an audit body to perform an annual audit of the management, the accounting system and the investment of assets (Art. 53 (1) BVG).

7.2 The audit body will issue a written report on its audit to the pension fund.

7.3 The Board of Trustees will engage a recognised expert on occupational pensions for a regular review of the pension fund (Art. 53 (2) and (3) BVG).

Art. 8 – Liquidation

8.1 In the event of Swissport being transferred to a legal successor or in the event of a merger with another company, the Foundation will follow until the Board of Trustees passes a resolution to the contrary. Swissport's rights and duties towards the Foundation will be transferred to the legal successor.

8.2 In the event of dissolution of Swissport or its legal successor, the Foundation will be continued as long as there are any beneficiaries unless the Board of Trustees passes a resolution to the contrary. In such a case, the authorisation to determine members of the Board of Trustees will transfer to the Board itself.

8.3 In the event that the criteria for the affiliation of an enterprise in accordance with Art. 3.3 no longer apply, the covering funds and any further entitlements for the beneficiaries of the enterprise leaving the Foundation shall be determined proportionately and be either transferred to another foundation serving these beneficiaries or secured individually (partial liquidation pursuant to Art. 23 FZG).

8.4 In the event of dissolution of the Foundation, the Foundation's assets shall be used in favour of the beneficiaries entitled at that point in time. Any remaining funds shall be used within the scope of the purpose of the Foundation.

8.5 Any return of the Foundation's funds to Swissport or any companies economically affiliated with it or their legal successors or any use of the same for any other purpose than for occupational pensions is ruled out.

8.6 The liquidation will be performed by the last Board of Trustees, which will remain in office until liquidation comes to a conclusion. Any instructions to the contrary issued by the regulatory authority remain reserved.

8.7 The regulatory authority's approval of dissolution and liquidation of the Foundation remains reserved.

Opfikon, 15 September 2003

Swissport International AG

Joseph In Albon President & CEO	Andreas Bühlmann CFO & Executive Vice President Finance