

Pension Fund Cohabiting Partner Contract

(as defined in Art. 60(2)(d) of the Regulations)

Art. 1 Parties

	Insured/pension recipient:	Cohabiting partner:
Last name/first name		
Street/no.		
Postal code/town		
Date of birth		
Place of origin/Nationality		
AHV no.		
PID no.		

Art. 2 Cohabitation in a Joint Household and at the Same Domicile

Please check the appropriate box and enter the date, as well as all details for the last five years in the case of (b):

- a) ☐ We have been continuously living together within a joint household at our shared domicile listed in Art. 1 since \_\_\_\_\_ .
- or

- b) ☐ We continuously lived together within a joint household at the following shared domiciles:

	From	To
Street/no./postal code/town		
Street/no./postal code/town		
Street/no./postal code/town		
Street/no./postal code/town		
Street/no./postal code/town		present day

Art. 3 Joint Natural or Adopted Children

Please check as appropriate and enter all details in the case of (b):

- a) ☐ We do not have joint children.
- or
- b) ☐ We have the following joint child(ren):

Last name/first name and date of birth	
Last name/first name and date of birth	
Last name/first name and date of birth	
Last name/first name and date of birth	

**Art. 4 Confirmations and Duties of Disclosure**

Both parties hereby confirm together and individually that

4.1 they wish to continue to cohabit within a joint household and domicile for an indefinite period of time without interruption;

4.2 they are not cohabiting with any third party or in a situation similar to cohabitation with any third party;

4.3 they are not married to each other or to any third party or in a registered partnership with each other or any other party;

4.4 they are not related to each other as defined in Art. 95 of the Swiss Civil Code (ZGB).

The parties undertake to jointly and/or individually inform the Pension Fund immediately in writing in the event of any changes relevant to this Contract, in particular in the event of termination of their cohabitation, changes to their joint household and/or domicile, the birth, adoption, or death of a joint child, a change to their civil status, and changes in relation to the confirmations given in Art. 4.1 to 4.4. Documentation attesting to such changes must be submitted.

The Pension Fund does not accept liability for any consequences that might arise from the violation of duties of disclosure. Any claims against the Pension Fund for benefits arising from cohabitation will cease without replacement in the event of any untruthful disclosures/confirmations and/or failure to render information. The Pension Fund reserves the right to file a criminal complaint in the event of unlawful assertion of claims and/or the unlawful withdrawal of benefits.

**Art. 5 Support and Assistance**

The parties intend, for the duration of their cohabitation, to provide each other with comprehensive support and assistance. This letter of intent does not contain any acceptance of legal obligation.

**Art. 6 Additional Provisions**

The parties to this Contract have read the important information on page 3 of this Contract and they agree to it. They acknowledge that pages 1 and 2 of this Contract are printed on a double-sided sheet of paper and that their signatures must be certified. This Contract must be submitted to the Pension Fund during the lifetime of the insured/pension recipient. The deciding factor for any benefits in favor of the surviving cohabiting partner are the legal and regulatory provisions valid at the time of death of the insured/pension recipient. Changes to these provisions and the contract template "Pension Fund Cohabiting Partner Contract" can occur at any time and are expressly reserved.

**Art. 7 Validity of Former Cohabiting Partner Contracts Relating to the Pension Fund of Credit Suisse Group (Switzerland)**

This Contract replaces all previous cohabiting partner contracts between the parties relating to the Pension Fund of Credit Suisse Group (Switzerland).

**Art. 8 Entry into Force/Applicable Law**

This Contract will enter into force with immediate effect upon the provision of the signatures of both parties certified by a notary and is subject to Swiss law.

Place/date/	signature of insured/pension recipient
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Place/date	signature of cohabiting partner
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**Notarial certification of the above signatures of both parties:**

**Important Information:**

The Pension Fund Cohabiting Partner Contract is not suitable to govern a cohabiting relationship comprehensively. Its aim, in particular, is to safeguard any claims arising from the Pension Fund Regulations of the Pension Fund of Credit Suisse Group (Switzerland), which under certain conditions provide for a cohabiting partner's pension and/or a lump sum payable at death to the benefit of the surviving cohabiting partner of an insured/pension recipient.

The Pension Fund of Credit Suisse Group (Switzerland) will provide the insured/pension recipient with an acknowledgment of receipt within 30 days of receipt of the Cohabiting Partner Contract. If you have not received such acknowledgment within this period, please contact the Pension Fund of Credit Suisse Group (Switzerland).

In order to maintain any claims to the lump sum payable at death, it is imperative that, in addition to signing this Cohabiting Partner Contract, the insured/pension recipient enters the cohabiting partner in the Pension Fund's own "Amendment to the General Order of Beneficiaries" form (see Art. 65(7) of the Pension Fund Regulations) and submits this document to the Pension Fund of Credit Suisse Group (Switzerland) during the lifetime of the insured/pension recipient.

Prior to awarding any cohabiting partner's pension or any lump sum payable at death, the Pension Fund of Credit Suisse Group (Switzerland) will check that the conditions for entitlement are (still) fulfilled in accordance with the applicable legal and regulatory provisions. The burden of proof that the conditions for entitlement are fulfilled is on the cohabiting partner. The cohabiting partner must submit to the Pension Fund of Credit Suisse Group (Switzerland) the documentation that the latter requires as evidence.

Any claims against the Pension Fund of Credit Suisse Group (Switzerland) for benefits arising from cohabitation will, in particular, cease without replacement in the event of the discontinuation of one of the conditions in accordance with Art. 4.1 to 4.4 of this Cohabiting Partner Contract, or the termination of the continuous cohabitation within a joint household, or the termination of the continuously shared domicile.

The Pension Fund Cohabiting Partner Contract is only valid if it is completed correctly and in full, the text of the Contract has not been changed, and the signatures of the parties have been certified by a notary.

The cohabiting partner contract of Pension Fund 1 is valid for both Pension Fund 1 and Pension Fund 2 (Art. 55(2)(d) of the pension fund regulations of Pension Fund 2).

All references to persons in this contract refer equally to both genders.

Please send the signed contract to the Pension Fund of Credit Suisse Group (Switzerland), JPKS 1.