Pension Fund 2 of
Credit Suisse Group (Switzerland)

CREDIT SUISSE

Regulations on retirement capital savings January 2020

Contents

I

General provisions

I – General provisions

1.1 General information

Art. 1

Name

"Pension Fund 2 of Credit Suisse Group (Switzerland)" (hereinafter referred to as "Pension Fund 2") is a staff pension fund as defined by Art. 80 et seq. of the Swiss Civil Code (SCC).

Art. 2

Purpose

1) Pension Fund 2 provides additional provision against the financial consequences of retirement, death and disability in favor of the employees of the company and companies that have close business and financial ties with it, together with their dependants and surviving dependants, as supplementary coverage to that provided by the Pension Fund of Credit Suisse Group (Switzerland). This additional provision is provided through the choice of different investment strategies pursuant to Art. 1(e) of the Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans (BVV 2).

2) Employees of companies that have close business or financial ties with Credit Suisse Group AG may, through a resolution of the Board of Trustees and in agreement with Credit Suisse Group AG, be admitted on condition that the foundation is provided with the necessary funds.

Art. 3

Relationship to the BVG

1) Pension Fund 2 provides purely extra-mandatory employee benefits insurance.

2) Voluntary insurance of employees under Art. 47(1) BVG is possible provided that the relevant conditions are met in Pension Fund 1.

3) Voluntary insurance of employees under Art. 46 BVG is excluded, subject to Art. 16(6).

Art. 4

Liability

The liabilities of Pension Fund 2 are only secured by its assets. Art. 52 BVG remains reserved.

Pension Fund 2 is not liable to the insured, pension recipients or third parties for any consequences arising from their failure to comply with legal, contractual or regulatory obligations.

Art. 5

Registered office

The registered office of Pension Fund 2 is in Zurich.

Art. 6

Gender neutrality

All references to persons in these regulations apply equally to both genders.

1.2 Finances

Art. 7

Income

The income of Pension Fund 2 is composed of:

a) Contributions from the insured as stipulated in these regulations
b) Contributions from the employer as stipulated in these regulations
c) Additional pension benefits purchased by the insured or the employer
d) Restructuring contributions made by the insured or the employer
e) Contributions made by the employer toward administrative costs
f) Donations and legacies
g) Investment income

Art. 8

Purpose of assets

The sole purpose of the assets of Pension Fund 2 is to cover its current and future obligations.

Art. 9

Employer's contribution reserve

Within the framework of the tax rules, an affiliated employer may at any time make deposits into an employer's contribution reserve reported separately in the annual financial statements of Pension Fund 2, which the Board of Trustees is authorized to access by agreement with the employer in question and in the context of the purpose of Pension Fund 2.

In the event of a shortfall in cover, within the framework of the options available under the law, the employer may make additional deposits into a separate account designated as an "employer's contribution reserve subject to waiver of usage" and may also transfer funds from the ordinary employer's contribution reserve into this account.

Art. 10

Annual financial statements

Pension Fund 2 prepares its annual financial statements as of December 31. Accounting is effected in accordance with Art. 47 and Art. 48 BVV 2.

Art. 11

Actuarial report

Periodically, but at least once every three years, an approved pensions actuary prepares an actuarial report for the Board of Trustees.

Art. 12

Shortfall in cover

If the actuarial balance sheet shows a shortfall in cover, the Board of Trustees, in consultation with the approved pensions actuary, defines the measures necessary to eliminate the deficit. In doing so, it takes account of such factors as the amount of the shortfall, the structure of the assets and liabilities, and the age structure of the insured and pension recipients, and takes such measures as it deems necessary while ensuring compliance with the legal requirements, including in particular:

a) A temporary levying of the restructuring contributions from the active insured and the employer
b) A commensurate reduction in future pension benefits
c) The levying of restructuring contributions from pension recipients through offsetting against current pensions, whereby the contribution may be charged only on the portion of the current pension that was generated as a result of increases not required by law or regulations in the ten years prior to implementation of this measure
d) Restrictions on the timing and amount of advance withdrawals for the purpose of repaying mortgage loans or the denial of such advance withdrawals altogether

Art. 13

Financial difficulties of the employer

The employer is in financial difficulty if the Swiss Financial Market Supervisory Authority FINMA determines that the usual methods are no longer sufficient to meet the employer's capital requirements and that there is therefore a significant risk that the employer will no longer be able to operate its business, or will become insolvent, bankrupt or otherwise unable to pay significant parts of its debt.

In such a situation, FINMA instructs the employer, in accordance with contractual or legal requirements, for example, either to write off progressive component capital instruments, buffer capital instruments, and tier 1 and tier 2 instruments, or to convert them to equity of the employer.

If the employer is in financial difficulty, it may, by giving three months' notice prior to the start of the financial year, temporarily reduce its contribution to the level of the savings contributions of the insured (Standard contribution option). The savings credits and benefits will be reduced accordingly. Risk contributions are still due from the employer.

1.3 Organization

Art. 14

Governing bodies and administration

1) The governing and administrative bodies of Pension Fund 2 are:
   a) The Board of Trustees
   b) The Pension Fund 2 Management
   c) The auditors
   d) The pensions actuary

2) The Board of Trustees issues organizational regulations that govern all organizational aspects of the foundation.

1.4 Partial liquidation

Art. 15

Partial liquidation

The preconditions and procedure for partial liquidation are set out in detail in the regulations on partial liquidation issued by the Board of Trustees and decreed by the supervisory authority.

II

Provisions governing benefits

II – Provisions governing benefits

2.1 Beginning and end of insurance

Art. 16

Beginning of insurance

1) For all employees insured with Pension Fund 1 who receive an effective salary from the employer of at least 4.5 times the maximum retirement pension payable under the AHV, insurance cover begins upon commencement of the employment relationship or on the date on which the effective annual salary exceeds this threshold. The effective salary is determined in accordance with Art. 33 of the regulations.

2) Insured employees are insured for the risks of death and disability from January 1 of the year following their 17th birthday, and also for retirement benefits from January 1 of the year following their 24th birthday.

3) The following employees are not insured with Pension Fund 2:
   a) Employees whose employment contract is limited to three months or less
   b) Employees who, upon commencement of employment, are at least 70% disabled as defined by the IV
   c) Employees who come under Art. 26(a) BVG
   d) Employees whose employer is not obliged to pay AHV contributions
   e) Employees who have already reached or passed the regulatory reference age

4) Persons who are partially incapable of engaging in gainful employment upon commencement of the insurance are only insured to the degree that corresponds to their level of earnings capacity.

5) If a limited employment contract is extended beyond a period of three months, the employee is insured from the beginning of the employment relationship. If multiple consecutive positions held with the employer continue for a total of more than three months and are not interrupted by more than three months, the employee is insured from the beginning of the fourth month of employment. However, if it is agreed before the employee first starts work that the total duration of the employment or assignment will exceed three months, the employee is insured from the beginning of the employment relationship.

6) In exceptional cases, the Pension Fund 2 Management may approve the provision or continuation of insurance for employees paid outside Switzerland for a maximum period of two years. The employer always reports the salary to be insured in Swiss francs.

7) The Pension Fund 2 Management may on request exempt employees from insurance if:
   a) They are either not working in Switzerland or are not working there permanently and are adequately insured abroad but are not subject to mandatory insurance against the risks of retirement, death and disability in a country of the European Union, Iceland, Norway, or Liechtenstein.
   b) They are adequately insured with another pension fund.

8) For the duration of a period of unpaid leave, death and disability benefits continue to be insured at their current level for the period of unpaid leave or for two years, whichever is the shorter.

9) Employees who are already drawing a retirement pension from a pension fund are insured again.

10) Employees who are already insured with Pension Fund 2 cannot additionally insure the salary they receive from another employer with Pension Fund 2.

11) Insured rejoining Pension Fund 2 are considered to be new members. Insured who transfer from another pension fund within Credit Suisse Group AG to Pension Fund 2 are also considered to be new members.

Art. 17 **End of insurance**

1) In general, the insurance ends upon termination of the employment relationship, except if any disability or survivors' pension becomes due.

2) Pension coverage against the risks of disability and death continue until the employee begins a new employment relationship, but not for longer than one month.

3) During any period in which the conditions of admission under Art. 16(1) are no longer met, the insurance remains in place on a non-contributory basis until an insured event or vesting occurs.

Art. 18 **External insurance after termination of the employment relationship**

1) Upon termination of the employment relationship, the insured may apply to the Pension Fund 2 Management to remain insured by Pension Fund 2 on a voluntary basis as an external insured.

2) The Board of Trustees determines the conditions of admission for external insurance (minimum age, years of service).

3) The terms and conditions of insurance are defined in an agreement between the insured and Pension Fund 2.

4) The following regulations apply to external insurance:
   a) The pensionable salary at the time of termination of the employment relationship cannot be changed.
   b) The insured are responsible for their own contributions as well as for the employer contributions.
   c) Contributions are paid monthly by direct debit from an account with a bank belonging to Credit Suisse Group.
   d) The external insurance ends
      - At the end of the month in which the insured reaches their 58th birthday.
      - When the insured begins work for another employer on a full-time or part-time basis, and becomes subject to mandatory insurance under the BVG.
      - If contributions cease, at the end of the month for which the last contribution was paid, or
      - A maximum of two years after the beginning of the external insurance.
   e) If the external insurance ends before the insured's 58th birthday, this constitutes a departure. Termination benefits are payable.
   f) If the external insurance ends after the insured's 58th birthday, this constitutes retirement. The retirement capital under the regulations is paid out.

2.2 Obligations

Art. 19 **Reporting obligations of the employer**

The employer is obliged to inform Pension Fund 2 without delay about any changes in the effective salary and to place all necessary salary and personal data at the disposal of all bodies of Pension Fund 2 charged with providing employee benefits to enable such bodies to process such data in particular with a view to

a) Calculating and collecting the contributions
b) Assessing entitlement to benefits, calculating and granting benefits, and coordinating such benefits with those of other social insurance bodies
c) Pursuing a right of recourse against a liable third party, or
d) Keeping statistics

The employer will bear the consequences resulting from any failure to comply with its reporting obligations.

Art. 20 Duty on the part of Pension Fund 2 to provide information

1) These regulations are available on the Pension Fund website. On request, any insured or pension recipient can receive a copy of the current regulations.

2) Pension Fund 2 notifies the insured and pension recipients of amendments to the regulations in a suitable manner.

3) After the end of each financial year, the annual report is made available to the insured in appropriate form.

4) Each insured receives an annual statement showing the contributions paid by them and by the employer, the amount of accrued retirement capital and the assets in the retirement capital supplementary account, as well as the prospective retirement, disability and survivors' benefits. In the event of any inconsistencies between the insurance certificate and the present regulations, the latter shall prevail.

5) Each pension recipient receives an annual pension statement and a tax certificate.

6) Extraordinary expenses incurred by Pension Fund 2 in connection with extensive information requests from the insured or pension recipients will be billed to the requesting party according to expenditure; the applicable hourly rate will be communicated in advance.

Art. 21 Obligation to cooperate and duty to provide information on joining Pension Fund 2

1) On commencement of insurance with Pension Fund 2, the insured has a duty to have transferred to Pension Fund 1 without delay all termination benefits from pension funds of previous employers, as well as all assets in the form of vested benefit accounts or policies.

2) The insured has a duty to disclose to Pension Fund 2 all information relating to employee benefits insurance, including in particular:
   a) Name and address of the previous employer's pension fund and amounts to be transferred to Pension Fund 2
   b) Any limitation on the insured's earnings capacity
   c) Any restrictions relating to pre-existing medical conditions from previous pension funds which have not yet expired
   d) Information on the insured's health if requested by Pension Fund 2

3) The insured is responsible for ensuring that Pension Fund 2 is provided with information on previous pension and vested benefits relationships, including in particular information on:
   a) The amount of the termination benefits to be transferred on the insured's behalf
   b) The termination benefits already accrued at age 50
   c) The amount of termination benefits to which the insured would have been entitled at the time of marriage
   d) The first amount of termination benefits that was notified to the insured after the Federal Act on Vesting in Pension Plans (FZG) came into effect as of January 1,1995
   e) The amount of any advance withdrawal of retirement assets from a previous pension plan under the promotion of home ownership that has not yet been repaid, as well as the date of the advance withdrawal and details of the residential property concerned
   f) The amount of any pledge of retirement assets under the promotion of home ownership, the name of the pledgee, as well as the date of the pledge and the residential property concerned
   g) Pillar 3a assets accrued from contributions paid in at a time when the insured was not a member of any pension fund
   h) The date when the insured first became a member of a Swiss pension fund if they moved to the country from abroad within the last five years
   i) Amounts and dates of voluntary purchases of benefits during the last three years before the beginning of insurance with Pension Fund 2
   j) The current retirement pensions paid by a pension fund and previous lump-sum withdrawals in connection with retirement made from a pension fund

The insured will bear the consequences resulting from any failure to comply with the duty to provide information.

Art. 22

General duty to provide information

An insured entitled or claiming to be entitled to a disability pension has a duty to arrange for all termination benefits from pension funds of previous employers and all balances in the form of vested benefit accounts and policies to be transferred to Pension Fund 2 without delay.

All material facts with implications for the pension provision or for the receipt of benefits must be reported to Pension Fund 2 by the insured or the benefit recipient without delay, including in particular:

a) The death of an insured or pension recipient
b) Changes of marital status, such as marriage or remarriage, divorce, death of the spouse, changes relating to a registered partnership as defined by the Registered Partnership Act
c) Changes of address and changes to payment instructions
d) Cohabiting partner: evidence demonstrating cohabiting status
e) Persons who are supported to a considerable extent: evidence of the provision of considerable support
f) Where insured are entitled to receive disability pensions, information on:
   - Changes to their degree of disability, earnings situation and inability to work
   - Changes in their state of health
   - Reintegration measures
   - The increase, reduction or cessation of payments from other social insurance schemes
   - The commencement or cessation of gainful employment
   - Continued income from gainful employment or replacement income, or any income that the insured can still be reasonably expected to earn
g) Where insured are entitled to receive disability or survivors' benefits, information on amounts and benefits paid by third parties required to calculate over-insurance and the benefits due from Pension Fund 2
h) Where pension coverage is maintained: any additional income from gainful employment
i) In the event of purchases of benefits or repayment of advance withdrawals under the promotion of home ownership, notification of any earnings incapacity
j) Any other information requested by Pension Fund 2 as evidence of entitlement
k) In the event of external insurance, the commencement of an employment relationship with mandatory insurance under the BVG

The insured and/or the benefit recipient will bear the consequences resulting from any failure to comply with their duty to provide information.

Art. 23

Medical examination

1) On admission to Pension Fund 2 or when benefits are increased, Pension Fund 2 may order a medical evaluation by the employer-appointed doctor and impose time-limited provisos. The maximum proviso period is five years.

2) Within three months of receiving the medical evaluation, but no later than six months after admission, Pension Fund 2 notifies the insured in writing whether a proviso is being imposed and informs the insured of its extent and duration. Any proviso is restricted to health impairments diagnosed by the employer-appointed doctor.

3) Where benefit provisos are in place, Pension Fund 2 may limit its disability or survivors' benefits. The pension coverage acquired with the termination benefits brought into Pension Fund 2 is not restricted.

4) The expired time of a proviso imposed by the previous pension fund is deducted from the new proviso period.

5) Where the possibility of a benefit proviso is being examined in relation to a new member joining Pension Fund 2, the new member has provisional pension coverage until such time as they have

been notified of any such benefit proviso. If an insured event occurs during the period of provisional pension coverage, Pension Fund 2 provides the pension benefits, taking account of the accrued benefits arising from the termination benefits transferred from the previous pension fund and of any benefit proviso. More extensive provisionally insured pension benefits are provided if the insured event is not attributable to a cause predating the start of the provisional pension coverage.

6) If the insured becomes disabled or dies during the proviso period due to a cause that can be traced back to a benefit proviso, the proviso applies to the entire duration of the benefits. Consequently, prospective benefits are also affected by the benefit exclusion, insofar as the death cannot be attributed to any other cause.

Art. 24

Breach of disclosure obligations

1) On request, insured are required to submit a written declaration with regard to their state of health.

2) Where the insured has provided false or incomplete information, Pension Fund 2 may limit disability or survivors' benefits.

3) Once Pension Fund 2 has received reliable information indicating a breach of the insured's disclosure obligations, it decides whether to impose a benefit proviso or to withdraw from the pension agreement. Pension Fund 2 informs the insured within six months of becoming aware of the breach of the disclosure obligations.

Art. 25

Consequences of a breach of obligations

1) Pension Fund 2 may wholly or partly suspend, reduce or refuse benefits due under the regulations if the AHV/IV reduces, withdraws or refuses a benefit because the death or disability was caused by gross negligence on the part of the entitled person.

2) Pension Fund 2 may wholly or partly suspend, reduce or refuse benefits due under the regulations in the following cases:
   a) In the event of a breach of the obligation to prevent or mitigate damage
   b) In the event of a breach of the information and disclosure obligations toward Pension Fund 2 and the employer-appointed doctor
   c) In the event of a breach of the obligation to cooperate or a refusal to undergo any medical evaluation ordered by the employer-appointed doctor or claims reviews by social insurance schemes
   d) In the event of behavior that is intended to deceive Pension Fund 2, or to endanger or violate its interests, as a result of which Pension Fund 2 can no longer be reasonably expected to pay any benefits

2.3 Joint provisions

Art. 26

Over-insurance

1) Benefits from Pension Fund 2 are reduced if, together with benefits of the same type paid by a third party for the same purpose and on the basis of the same insured event, they result in a replacement income of more than 90% of the presumed lost earnings, or of the effective salary pursuant to Art. 33 applicable prior to retirement.

2) Benefits paid by a third party comprise:
   a) Benefits under the AHV
   b) Benefits under the IV
   c) Benefits under military insurance
   d) Benefits from mandatory accident insurance
   e) Benefits from equivalent foreign social insurance schemes

f) Benefits from other Swiss or foreign pension funds, vested benefits institutions or the Auffangeinrichtung BVG (Substitute Occupational Benefit Institution)
g) Benefits paid by the insurers of liable third parties
h) Any salary replacement benefits from the employer or an insurance plan, provided that the employer pays at least half of the premiums
i) In the event of full or partial disability, continuing income from gainful employment or replacement income, or any income that the insured can still be reasonably expected to earn; this does not apply to replacement income earned while taking part in an IV reintegration measure pursuant to Art. 8(a) IVG
j) On reaching retirement age, retirement benefits from domestic and foreign social insurance and pension funds

3) Helplessness allowances and integrity payments, severance payments and similar third-party benefits, and benefits from accident, life and daily benefits insurance self-financed by the insured are not taken into account in the event of over-insurance.

4) For the purposes of calculating aggregate income, lump-sum payments are converted into pensions in accordance with Pension Fund 2's actuarial rates. The retirement capital supplementary account is not included in these calculations.

5) In the event of a reduction in benefits, all benefits from Pension Fund 2 are affected to the same extent.

6) Reductions in benefits are reviewed in the event of significant changes to benefits paid by third parties, or if the insured starts to receive a pension or has a pension discontinued. The presumed loss of earnings established when benefit payments start is adjusted in line with the Swiss consumer price index, but cannot fall below the initial amount.

7) When assessing over-insurance, the benefits under Pension Fund 1 and Pension Fund 2 are examined in aggregate across both foundations, with any reductions generally being made proportionately to the benefits under both pension funds.

Art. 27 Assignment of claims against third parties

In the event of any liability by a third party to pay compensation owing to the death or injury to health of an insured, Pension Fund 2 succeeds in law to all claims for compensation (but excluding any claims for satisfaction) on the part of the insured, their surviving dependants or beneficiaries up to the amount of the insurance benefit due from Pension Fund 2. If assignment is refused, Pension Fund 2 will actuarially reduce its benefits.

Art. 28 Formalities

1) For lump-sum payments of at least CHF 5,000 in accordance with the regulations, voluntary lump-sum payments, cash payouts upon departure, or an advance withdrawal to finance home ownership made by a married person or a person living in a registered partnership, the written consent of the spouse or registered partner is required
   a) For withdrawals of less than CHF 20,000, the spouse's or registered partner's signature on the declaration of consent must be certified by a notary or official body; the signature may also be certified by having the declaration signed in the presence of a Pension Fund 2 employee at its registered office.
   b) For withdrawals of at least CHF 20,000, the spouse's or registered partner's signature on the declaration of consent must always be certified by a notary.

2) For lump-sum payments of at least CHF 5,000 in accordance with the regulations, voluntary lump-sum payments, cash payouts upon departure, or an advance withdrawal to finance home ownership made by an unmarried person or a person not living in a registered partnership, a current certificate of civil status is required.

Art. 29 **Due date and timing of the payments**

1) An insured becomes entitled to benefits under the regulations as soon as all conditions for entitlement have been fulfilled in accordance with the regulations. The pension for the month in which pension entitlement ceases is paid for the full month. If the entitlement takes effect as of January 1, then the regulations that are valid on December 31 of the previous year apply. Lump-sum payments fall due when the entitlement arises.

2) Pension Fund 2 benefits are paid as follows:
   a) Pensions are paid at the end of every month.
   b) Lump-sum payments are made within 30 days of the due date, but not before the identity of the entitled persons has been established with certainty.
   c) Benefits for beneficiaries pursuant to Art. 55 et seq. are paid after payment of the posthumous salary ends, but under no circumstances before eligibility has been confirmed.

3) Benefits do not earn any interest prior to the date of payment pursuant to paragraph 1.

4) Payments from Pension Fund 2 are made to the payment address specified by the beneficiary in Switzerland, in an EU or EFTA country, or in a country that uses the IBAN standard to process payments. Transaction costs incurred because the payment is transferred to a country that does not use the IBAN standard are borne by the beneficiary, as are currency conversion fees. Payments by Pension Fund 2 are always made in Swiss francs.

5) Pension Fund 2 may request proof of entitlement; if no proof is provided, Pension Fund 2 may postpone the payment of part or all of the benefits.

Art. 30 **Cost-of-living adjustments**

Disability and survivors' pensions undergo cost-of-living adjustments commensurate with the financial resources of Pension Fund 2. The Board of Trustees decides every year whether pensions will be adjusted, and if so, to what extent. The decision is explained in the annual report.

Art. 31 **Non-assignability and non-seizability of pension fund benefits**

Claims to unmatured benefits vis-à-vis Pension Fund 2 may not be assigned or pledged. The pledging of benefits to finance residential property pursuant to Art. 30(a) et seq. BVG remains reserved.

Art. 32 **Reimbursement of benefits**

If benefits are shown to have been wrongfully obtained from Pension Fund 2, Pension Fund 2 demands immediate reimbursement. If reimbursement is not possible, the pension benefit is actuarially reduced by the outstanding amount for life. The Pension Fund 2 Management may waive repayment on request if the beneficiary acted in good faith and repayment would lead to severe hardship.

2.4 Financing

Art. 33 **Effective salary**

1) The effective base salary corresponds to the salary types in accordance with Appendix F paid per year, insofar as these do not exceed the annual limit of ten times the maximum annual retirement pension payable under the AHV, or 24 times the maximum annual retirement pension payable under the AHV in the case of members of the Executive Board of Credit Suisse Group AG.

   Salary types not listed in Appendix F are not taken into account and are not included in the effective base salary. Art. 3(2) remains reserved.

2) The effective base salary excess corresponds to the portion of the salary types in accordance with Appendix F paid per year which exceeds the annual limit of ten times the maximum annual retirement pension payable under the AHV, or 24 times the maximum annual retirement pension

payable under the AHV in the case of members of the Executive Board of Credit Suisse Group AG.

Salary types not listed in Appendix F are not taken into account and are not included in the effective base salary excess.

3) The effective variable salary corresponds to the paid Award subject to AHV contributions pursuant to Appendix F. Any subsequently paid Awards for insured who have already departed are excluded from the effective variable salary and are not insured.

4) The effective base salary, the effective base salary excess, and the effective variable salary combined per year may not exceed the absolute limit set at 28 times the maximum annual retirement pension payable under the AHV.

5) In the absence of any other provision, the following order of threshold values applies:
   a) The effective base salary takes precedence over the effective base salary excess.
   b) The effective base salary and the effective base salary excess both take precedence over the effective variable salary.

6) In the case of part-time employment, the effective base salary, the effective base salary excess, and the effective variable salary pursuant to paras. 1–4 are calculated on the basis of the part-time salary such that the corresponding salary limits are reduced proportionately for part-time employment.

Art. 34 Pensionable salary

1) The pensionable salary in Pension Fund 2 equals the effective base salary, the effective base salary excess, and the effective variable salary minus a coordination deduction. The coordination deduction equals 4.5 times the maximum annual retirement pension payable under the AHV (major coordination deduction).

2) The major coordination deduction is first deducted from the effective base salary. If the effective base salary is less than 4.5 times the maximum retirement pension payable under the AHV, the remaining coordination deduction will be deducted from the effective variable salary.

3) The pensionable salary risk component equals the average of the last three pensionable variable salaries.

4) As soon as at least one of the effective salaries pursuant to Art. 33 changes or the major coordination deduction changes as a result of an increase to the maximum annual retirement pension payable under the AHV, the corresponding pensionable salary is recalculated retroactively to the date on which the change came into force.

5) If the pensionable salary is adjusted retroactively, the contributions made by the insured and the employer must also be paid retroactively to the date of the change.

Art. 35 Pensionable salary for special employment relationships

1) Employees working exclusively for an hourly wage are not insured.

2) Where the insured has multiple employment relationships remunerated in different ways (permanent employment and work paid on an hourly wage basis), the average pensionable salary from the hourly wages paid over the past 12 months is used as a basis for calculating the benefits for the hourly wage portion. If the hourly wages have been insured for a period of less than 12 months, the monthly average applies.

Art. 36 Continuation of pension coverage

1) Insured aged 58 or older whose effective base salary is reduced may, at the time of the salary reduction, request to continue to have their pension coverage based on their effective base salary

prior to the salary reduction. The salary reduction must not exceed 50%. In this case, the pensionable salary normally earned for the same or similar work, calculated in relation to full-time working hours, may not be reduced by more than half.

2) The insured pays the full savings and risk contributions of both the employer and employee on the difference between the pensionable base salary before and after the salary reduction.

3) Pension coverage can only continue until the insured reaches the reference age.

4) Continuation of pension coverage ends on taking partial retirement or as soon as the insured starts to receive additional earned income in addition to their reduced effective base salary. The insured must bring this to the attention of Pension Fund 2 without delay.

5) If an insured received continued pension coverage under previous regulations, the overall continued pension coverage will be reassessed in accordance with these regulations if there is a further change to the insured's level of employment.

Art. 37 Savings and risk contributions

1) Benefits are financed by contributions on the pensionable base salary, the pensionable base salary excess, and the pensionable variable salary pursuant to Appendix D. The employer pays risk contributions and employer savings contributions, while the insured pays employee savings contributions.

   The risk contribution includes both risk contributions in the more specific sense of the term, as well as a contribution toward administrative costs.

2) The obligation to pay contributions commences upon admission to Pension Fund 2 or on the date on which the effective annual salary exceeds the threshold in accordance with Art. 16.
   The obligation to pay contributions ends:
   a) On the last day for which the employer pays a salary or salary replacement benefits for the last time
   b) At the end of the month in which an insured event (retirement, death, disability) occurs
   c) On the last day on which the effective annual salary falls below the threshold pursuant to Art. 16
   d) No later than the end of the month in which the insured reaches the reference age

3) The risk contributions and savings contributions on the pensionable base salary and the pensionable base salary excess are collected monthly and the contributions on the pensionable variable salary are collected annually.

4) The employee savings contribution is deducted directly from the salary by the employer and paid to Pension Fund 2.

5) The insured may annually reset the amount of the employee savings contributions payable on the pensionable base salary, the pensionable base salary excess, and the pensionable variable salary. The choice between the Basic, Standard or Top contribution options must be made by December 1 of the current calendar year and applies to the whole of the following calendar year.

6) For insured who have never exercised this option, and for new members, the Standard contribution option applies. For insured who do not exercise this option, the last choice of contribution option applies.

7) For the duration of unpaid leave, no contributions are paid on the pensionable base salary and the pensionable base salary excess. The retirement capital and the assets in the retirement capital supplementary account will remain invested in the corresponding investment strategy during this period.

Art. 38 Investment strategy and transaction account

1) The insured or recipient of a disability pension may select an investment strategy or the underlying collective investment (fund) for the investment of their retirement capital savings. The available investment strategies are specified by the Board of Trustees in the investment regulations and differ especially with regard to the risk and return profile.

   The insured or recipient of a disability pension may generally only choose or change the investment strategy using the MyPension platform made available by Pension Fund 2. If the insured does not choose an investment strategy, the retirement capital will be invested in line with the low-risk investment strategy (“default” strategy). The option selected will apply until the insured selects a different option.

   Pension Fund 2 makes no warranties regarding the performance or development of the selected investment strategy.

   When choosing an investment strategy, the insured or recipient of a disability pension is informed by Pension Fund 2 about the different investment strategies and the associated risks and costs. The insured or recipient of a disability pension must confirm on the MyPension platform that they have received this information.

2) All incoming payments pursuant to Art. 39 are first placed in a non-interest-bearing transaction account. As soon as possible, and as a general rule within five bank working days, the payments are invested in the corresponding investment strategy or the underlying collective investment/fund at the daily price.

   All amounts are paid out via the transaction account, following an advance divestment from the relevant investment strategy corresponding to the amount to be paid out.

   As soon as Pension Fund 2 is notified of an insured’s departure or the occurrence of an insured event, the aforesaid incoming payments are generally invested up to no more than 60 days before this event. The employer is responsible for notification of the insured’s departure or retirement.

3) Sums are credited to and debited from the transaction account in line with the settlement amount pursuant to the terms of the provider.

   Pension Fund 2 makes no warranties regarding any discrepancies between the prices and terms at the time of the order and at the time of execution.

4) The insured is responsible for checking within 30 days of the transaction, via the MyPension portal, that the investments/divestments have been executed correctly. The investments/divestments will be deemed to have been approved after this period.

5) Pension Fund 2 accepts no liability for late or non-executed investments/divestments or for cases of force majeure.

Art. 39 Retirement capital

1) Retirement capital is formed for insured and recipients of a disability pension. It consists of:
   a) The employer and employee savings contributions
   b) The termination benefits credited
   c) Any amounts paid in by the insured or the employer to purchase benefits
   d) Any repayments of advance withdrawals under the promotion of home ownership
   e) Any transfers of termination benefits as a result of a divorce
   f) The positive and/or negative performance of the chosen investment strategy

   reduced by
   g) Any advance withdrawals under the promotion of home ownership, and
   h) Payment of termination benefits as a result of a divorce decree

2) In each case, the retirement capital corresponds to the current value of the transaction account and the valuation price of the investment strategy including any positive and/or negative performance.

Art. 40 Retirement capital supplementary account ("early retirement" account)

1) Taking retirement before reaching the reference age results in additional financing options which can be covered in particular by purchasing additional benefits in the retirement capital supplementary account. Art. 39 above applies on a mutatis mutandis basis.

2) The retirement capital supplementary account offers the possibility to fully finance the difference between the retirement capital amount upon retirement at age 58 and the retirement capital amount upon retirement at the reference age of 65.

3) For insured aged 58 and above, the maximum amount is determined on the basis of immediate retirement.

4) Art. 39(1) applies on a mutatis mutandis basis to the formation of the retirement capital supplementary account.

Art. 41 Credited termination benefits

1) The following are regarded as credited termination benefits:
   a) Termination benefits from previous pension funds, vested benefits institutions and the Auffangeinrichtung BVG
   b) Assets transferred from other recognized forms of pension provision (Pillar 3a)
   c) Any transfers from other pension funds or any transfer of termination benefits as a result of a divorce

2) Credited amounts are settled via Pension Fund 1 in each case. They are only transferred to Pension Fund 2 insofar as the maximum amount of benefits that can be purchased in the pension capital in Pension Fund 1 has been exceeded at the time when payment is received.

3) Credited termination benefits are booked into the retirement capital even if the maximum amount of benefits that can be purchased in the retirement capital is exceeded as a result when payment is received.

Art. 42 Purchasing additional pension benefits

1) Once the insured has transferred all termination benefits from the pension funds of previous employers along with all assets in the form of vested benefits accounts or policies to Pension Fund 1 for settlement, additional benefits may be purchased in Pension Fund 2 only until the occurrence of an insured event.

   When determining the maximum amount of benefits that can be purchased in Pension Funds 1 and 2 under pension law, the retirement capital and the retirement capital supplementary account (Pension Fund 2) and the pension capital and pension capital supplementary account (Pension Fund 1) are considered in aggregate across both foundations. Neither of the foundations assume any liability for the tax deductibility of purchases.

2) Insured who have made advance withdrawals under the promotion of home ownership are only able to purchase additional benefits once the amount withdrawn in advance has been repaid in full.

3) Termination benefits paid out as part of a divorce may be repurchased in full or in part.

4) Without further instructions from the insured, purchases of pension benefits will be credited in the following order: first, repurchases following a divorce, and then repayments of advance withdrawals under the promotion of home ownership, whereby Art. 71 must be observed with regard to the repayments.

Further pension benefits can only be purchased once all benefits paid out as a result of a divorce have been repurchased and all advance withdrawals under the promotion of home ownership have been repaid.

5) The terms and conditions for voluntary purchases apply for sums paid into Pension Fund 2 by the employer for the insured's benefit.

6) In the event of disability, no further purchases of additional benefits can be made once the insured becomes entitled to a disability pension.

7) The insured can make a maximum of four purchases into Pension Fund 2 per calendar year. Purchases of additional benefits by the insured are booked with the value date of receipt.

8) The final date for purchases is December 1 of each calendar year. Retroactive value dates are not permissible. Insured whose purchases are credited to the wrong account or are not received by Pension Fund 2 until after December 1 have no entitlement to processing in the relevant tax period.

9) The insured is responsible for clarifying the tax deductibility of purchases.

   Where purchases of additional benefits have been made by the insured or the employer, any benefits paid out in the form of a lump sum within the next three years may result in tax consequences, the burden of which is borne by the insured.

   Benefits resulting from purchases may not be withdrawn from the pension plan as a lump sum for the next three years under pension law.

10) For the first five years after joining a Swiss pension fund, insured who move, or have moved, to Switzerland from abroad and who prior to their relocation had never belonged to a pension fund in Switzerland are restricted to a maximum total purchase during any single year of 20% of the sum of the pensionable base salary, the pensionable base salary excess, and the pensionable salary risk component.

11) For insured who already receive second-pillar benefits, or who have received such benefits, the retirement assets accrued by the insured at the time of the insured event are deducted from the potential for purchasing additional benefits as of the date they joined Pension Fund 2.

12) Pension Fund 2 informs the insured of the maximum amount of additional benefits that may be purchased at least once a year or whenever there is any change in the pension benefits.

13) The maximum purchase amount also applies at the time when an insured event occurs.

Art. 43 Purchasing retirement capital

1) Taking account of the chosen contribution option, the maximum individual retirement capital is equal to the sum of the following three items:
   a) Pensionable base salary multiplied by the "purchase 1" rate
   b) Pensionable base salary excess multiplied by the "purchase 2" rate, and
   c) Pensionable salary risk component multiplied by the "purchase 2" rate

2) The maximum amount of pension benefits that can be purchased in the retirement capital corresponds to the maximum individual retirement capital minus the available retirement capital at the time of the purchase.

Art. 44 Purchasing additional benefits in the retirement capital supplementary account

1) Additional pension benefits can only be purchased in the retirement capital supplementary account once the maximum additional pension benefits have been purchased in the retirement capital.

2) Taking account of the chosen contribution option, the total maximum individual assets in the retirement capital supplementary account are equal to the sum of the following three items:
   a) Pensionable base salary multiplied by the “purchase for early retirement 3” rate
   b) Pensionable base salary excess multiplied by the “purchase for early retirement 4” rate, and
   c) Pensionable salary risk component multiplied by the “purchase for early retirement 4” rate

3) The maximum individual amount that can be paid into the retirement capital supplementary account is equal to the total maximum individual assets in the retirement capital supplementary account minus the assets available in the retirement capital supplementary account at the time of the purchase.

4) If the insured waives the option of early retirement, the maximum benefits permitted under the regulations at the time of retirement may not be exceeded by more than 5%. The excess capital in the retirement capital supplementary account reverts to Pension Fund 2.

2.5 Insurance benefits

Art. 45

Overview of insurance benefits

Retirement capital

Disability benefits
- Temporary disability pension
- Lump-sum payment in the event of disability
- Waiver of contributions

Death benefits
- Temporary surviving spouse’s pension
- Temporary cohabiting partner’s pension
- Lump sum payable at death

Benefits in the event of divorce

Benefits payable when leaving the company

Promotion of home ownership

2.5.1 Retirement benefits

Art. 46

General provisions relating to retirement benefits

1) The insured reach the reference age at the end of the month in which they turn 65.

2) Insured whose employment relationship ends between the ages of 58 and 70 are entitled to retirement benefits consisting of the assets in the retirement capital and the retirement capital supplementary account. There is no entitlement to retirement benefits, however, if the termination of the employment relationship is followed by a new employment relationship between the employer and the insured and there is no significant interval between the two employment relationships.

3) In the event of corporate restructuring, the Board of Trustees may provide for retirement benefits to be drawn earlier on request, but not before reaching age 55.

4) For insured who are able to work, entitlement to retirement benefits begins on the first day of the month following the termination of their employment relationship. For insured who are unable to work, entitlement to retirement benefits begins on the first day of the month after they exhaust their entitlement to continuing salary payments and benefits under insurance against loss of earnings and there is no entitlement to a disability pension.

5) If the employment relationship largely continues beyond the reference age, the insured may postpone drawing benefits until age 70 at the latest. During the deferral period, no further contributions under the regulations are collected. The retirement capital continues to be invested.

6) For recipients of a disability pension, entitlement to the retirement capital commences upon reaching the reference age.

7) Once the retirement benefits have been drawn, all claims vis-à-vis Pension Fund 2 shall lapse.

8) If the insured becomes unable to work during the deferral period, they retire on the first of the month after the beginning of their earnings incapacity.

9) If the insured dies during the deferral period, the surviving dependants in accordance with Art. 58 are entitled to the retirement capital.

Art. 47 Retirement benefits (retirement capital, retirement capital supplementary account)

Once it has been notified that an active insured will retire or a recipient of a disability pension will reach the reference age, Pension Fund 2 divests the corresponding investment strategy or the underlying collective investment/fund, as a general rule 15 bank working days before the retirement date, and leaves the balance in the non-interest-bearing transaction account until it is paid out.

Art. 48 Partial retirement

1) An insured who has reached the earliest possible retirement age may take partial retirement, provided that their level of employment is reduced by at least 20% of full-time employment and their remaining employment amounts to at least 20% of full-time employment.

2) Partial retirement is not an option for insured working for hourly wages.

3) A maximum of three stages of partial retirement are permitted, the third of which must be retirement from all remaining employment.

4) Continuation of pension coverage under Art. 36 ends upon partial retirement.

5) Where an employee takes partial retirement, the retirement benefit (retirement capital) corresponding to the technical degree of retirement is due. The technical degree of retirement is the ratio between the reduction in the degree of employment and the degree of employment prior to the reduction.

   The insured is deemed to have retired to the extent of the benefits received. For the remaining portion, the insured continues to be regarded as an active insured.

6) Where an insured has taken partial retirement, the following parameters are set on a pro rata basis:
   a) Pursuant to Art. 34, the pensionable base salary, the pensionable base salary excess, and the pensionable variable salary
   b) Pursuant to Art. 42 et seq., the maximum purchases

7) The insured is responsible for assessing the tax implications of partial retirement.

2.5.2 Disability benefits

Art. 49 General provisions relating to disability benefits

1) Inability to work is defined as the insured's full or partial inability to perform the work expected of them in their previous profession or area of work as a result of an impairment to their physical or mental health. For longer periods of inability, the work that could be reasonably expected of the insured in another profession or area of work is also taken into account.

2) Earnings incapacity is the insured's full or partial loss of earnings capacity in a relevant balanced labor market as a result of an impairment to the insured's physical or mental health following reasonable treatment and integration attempts. The assessment of earnings incapacity is based solely on the consequences of the impairment to the insured's health. The insured is only deemed to have earnings incapacity if these consequences are found to be insurmountable from an objective point of view.

3) Disability is defined as the insured's full or partial earnings incapacity on a permanent basis or for a longer period of time.

4) Inability to work, earnings incapacity, and disability relate to the sphere of gainful employment.

5) Pension Fund 2 decides whether a case of disability exists and, if so, to what extent and since when. The decision is in any event based on an order of the Federal Disability Insurance (IV) or a medical assessment by Pension Fund 2's appointed doctor and an assessment of Pension Fund 1. Pension Fund 2 is entitled to pass medical and other documents relevant to the case to the employer-appointed doctor and Pension Fund 1.

6) If the insured or persons receiving a disability pension refuse to allow themselves to be examined by Pension Fund 2's appointed doctor or if they refuse to apply to the IV, Pension Fund 2 may withhold or suspend the benefits.

7) Persons receiving a disability pension are obliged to notify Pension Fund 2 without delay of changes in the degree of their disability or any income from gainful employment.

8) The degree of disability is subject to periodic review. When conducting reviews, Pension Fund 2 is also entitled to pass medical and other documents relevant to the case to Pension Fund 2's appointed doctor. If the degree of disability or the extent of the earnings incapacity changes, Pension Fund 2 may adjust or cancel the disability pension.

Art. 50 Temporary disability pension

1) Insured who suffer from a disability of at least 40% for reasons of ill health and who had been insured with Pension Fund 2 at the time when they became unable to work for the same reason that led to the disability are eligible for a disability pension.

2) The insured is entitled to a disability pension based on their degree of disability, which must be at least 40%.

   A degree of disability of at least:
   a) 70% results in entitlement to a full disability pension
   b) 60% results in entitlement to a ¾ disability pension
   c) 50% results in entitlement to a 50% disability pension
   d) 40% results in entitlement to a ¼ disability pension

3) The amount of the full disability pension is calculated on the basis of the sum of
   a) 70% of the pensionable base salary
   b) 45% of the pensionable base salary excess, and
   c) 45% of the pensionable salary risk component

   Calculations are based on the last pensionable salaries before the onset of the inability to work.

4) Entitlement to a disability pension begins as soon as the insured no longer receives any salary or salary replacement benefits amounting to at least 80% of their lost salary, for which the employer had paid at least half of the premiums. No pension benefits are due prior to the end of the 730-day waiting period.

5) Entitlement to a disability pension ends on the death of the recipient of a disability pension, on cessation of the disability, if the degree of disability falls below 40% (subject to reintegration

pursuant to Art. 8(a) IVG), or at the latest when the recipient of a disability pension reaches the reference age.

6) If the annual disability pension amounts to less than 10% of the minimum retirement pension payable under the AHV, it is paid out in the form of a lump-sum payment under the regulations.

7) For recipients of disability pensions, the retirement capital pursuant to the regulations becomes due from the first day after reaching the reference age.

Art. 51 Lump-sum payment in the event of disability

As a general rule, the assets in the retirement capital supplementary account are paid out as a lump-sum payment under the regulations after Pension Fund 2 has been notified of the legally binding decision of the IV. The investment strategy or the underlying collective investment (fund) is divested accordingly and held in the non-interest-bearing transaction account until it is paid out.

Art. 52 Waiver of contributions in the event of disability

1) If the insured is unable to work for an uninterrupted period of 365 days, the employer and insured shall no longer be required to pay contributions from the 366th day of the insured's inability to work. Contributions continue to be waived in the event of disability. Pension Fund 2 continues to add the employer and employee savings contributions to the retirement capital in accordance with the Standard contribution option.

2) The basis for the payment of contributions by Pension Fund 2 is the pensionable base salary, the pensionable base salary excess, and the pensionable salary risk component prior to the onset of the inability to work. Contributions are waived in respect of that portion of the salary that can no longer be earned and to the extent that corresponds to the degree of inability to work.

3) If the insured becomes temporarily able to work again and if this ability to work does not last longer than one year, the waiting period for the waiver of contributions does not start again, provided that the cause for the inability to work is the same.

4) If the inability to work resulting in disability starts while the insured is on unpaid leave, the basis for the waiver of contributions is the pensionable base salary, the pensionable base salary excess, and the pensionable salary risk component prior to the start of the unpaid leave.

5) The right to a waiver of contributions expires in whole or in part if the insured's inability to work ends in full or in part, the insured's claim to a disability pension from Pension Fund 2 lapses in whole or in part, the IV stops paying benefits, or the insured or the recipient of a disability pension dies and, at the latest, when they reach the reference age.

Art. 53 Reintegration under Art. 26(a) BVG

1) As long as an insured or a recipient of a disability pension is receiving an IV transitional benefit during a reintegration trial pursuant to Art. 8(a) IVG, entitlement to insurance and benefits from Pension Fund 2 is maintained even if the trial employment is with an employer that is not affiliated to Pension Fund 2.

2) If the disability pension is reduced or canceled after a reduction in the degree of disability, the insured or the recipient of a disability pension continues to be insured with Pension Fund 2 on the same terms and conditions for three years, provided that
   a) They participated in reintegration measures pursuant to Art. 8(a) IVG prior to the reduction or cancellation of the transitional pension, or
   b) The transitional pension was reduced or canceled because of the resumption of gainful employment or because of an increase in the degree of employment

3) During the period of continued insurance coverage or maintenance of benefit entitlements, Pension Fund 2 may reduce the disability pension to the extent that the reduction is offset by additional income of the insured or the recipient of the disability pension.

Art. 54

Partial disability

1) In cases of partial disability, the retirement capital and the assets in the retirement capital supplementary account are distributed according to the technical degree of disability.

   The technical degree of disability is the ratio between the reduction in the degree of employment and the degree of employment prior to the reduction. For the portion corresponding to the technical degree of disability, the insured is regarded as a recipient of a disability pension. For the remaining portion, the insured continues to be regarded as an active insured.

2) In cases of partial disability, the following parameters are set on a pro rata basis for the active portion:
   a) Pursuant to Art. 37, the collection of contributions, and pursuant to Art. 52, the waiver of contributions on the pensionable base salary, the pensionable base salary excess, and the pensionable variable salary
   b) Pursuant to Art. 42 et seq., the maximum purchases
   c) Pursuant to Art. 51, the assets in the retirement capital supplementary account for lump-sum payments under the regulations

3) If the employment relationship of an active insured who is entitled to a partial disability pension from Pension Fund 2 ends, a departure is processed for the active portion of the retirement capital and the assets in the retirement capital supplementary account that were not taken into account in the calculation of the disability pension.

2.5.3 Death benefits

Art. 55

General provisions relating to survivors' benefits

1) A registered partnership in accordance with the Federal Act on the Registration of Partnerships for Same-Sex Couples (PartG) is placed on an equal footing with a marriage.

2) Cohabiting partners claiming entitlement to benefits from Pension Fund 2 must provide evidence showing that they meet the preconditions for recognition as a cohabiting partner within the meaning of these regulations. Cohabiting partners as defined in the regulations are recognized as such if they meet the following cumulative conditions:
   a) They are neither married nor in a registered partnership with the insured, the recipient of a disability pension, or with any other person.
   b) They are not related to the insured or the recipient of a disability pension within the meaning of Art. 95 SCC.
   c) They were living in a joint household at the same place of residence with the insured or recipient of a disability pension for at least five years without interruption immediately prior to the occurrence of the insured event; a period of cohabitation in a joint household at the same place of residence will not count toward this five-year period insofar as an impediment within the meaning of the preceding a) or b) (marriage, registered partnership, kinship) exists;
   d) To ensure entitlement to a cohabiting partner's pension, Pension Fund 1 must have received during the insured's lifetime a copy of the Pension Fund's "Cohabiting partner contract" that has been certified by a notary. The "Cohabiting partner contract" for Pension Fund 1 is valid for both Pension Fund 1 and Pension Fund 2.

3) Support to a considerable extent is deemed to have been provided if the following cumulative conditions are fulfilled:
   a) The insured or recipient of a disability pension met at least half the living costs of the person receiving support.
   b) The financial support provided by the insured or recipient of a disability pension had been provided on a regular basis for at least three years at the time when the notification was submitted to Pension Fund 2.
   c) The Pension Fund's own "Support contract" was submitted to Pension Fund 1 during the insured's lifetime. The "Support contract" for Pension Fund 1 is valid for both Pension Fund 1 and Pension Fund 2.

4) For the purposes of these regulations, children are defined as children within the meaning of Art. 252 et seq. SCC and foster children within the meaning of Art. 49 AHVV whom the insured cared for and brought up over the long term in a joint household and without receiving remuneration.

5) A cohabiting partner or a person supported to a considerable extent by the insured will not be entitled to survivors' benefits if they are receiving a widower's or widow's pension.

Art. 56 Temporary surviving spouse's pension

1) Surviving spouses of a deceased insured or recipient of a disability pension are entitled to a surviving spouse's pension if they
   a) Are responsible for the maintenance of one or more children pursuant to Art. 55(4).
   b) Have reached the age of 45 at the time of the death of the insured or recipient of a disability pension and the marriage lasted for at least five years. If the spouses lived in a cohabiting partnership in accordance with Art. 55(2)(a)–(c) immediately prior to their marriage, this period counts toward the duration of the marriage.

2) Entitlement to a surviving spouse's pension begins on the first day of the month after payment of the deceased's salary, posthumous salary or disability pension ends.

3) Entitlement to a surviving spouse's pension lapses at the end of the month in which the surviving spouse dies, remarries, or the deceased insured would have reached the reference age.

   In the event of remarriage up to three years prior to the date on which the deceased insured would have reached the reference age, a one-off lump sum of three times the annual surviving spouse's pension will be paid out to the surviving spouse.

   If the marriage entered into is dissolved before ten years have elapsed without any surviving spouse's benefits being due, the entitlement to claim benefits from Pension Fund 2 is reinstated.

4) The surviving spouse's pension amounts to 66 ⅔% of the insured disability pension in the case of a deceased insured, and 66 ⅔% of the disability pension paid in the case of a deceased recipient of a disability pension.

5) If the surviving spouse is more than ten years younger than the deceased spouse, the pension payable to the surviving spouse is reduced by 0.25% for each month exceeding the ten-year difference in age. This reduction is reduced by 1⁄240 for each full month of marriage.

6) Surviving spouses who are not entitled to a surviving spouse's pension receive a settlement by way of a lump-sum payment under the regulations which is equal to three annual surviving spouse's pension payments.

Art. 57 Temporary cohabiting partner's pension

1) Upon the death of the insured or recipient of a disability pension, a surviving cohabiting partner within the meaning of Art. 55(2)(a)–(d) is entitled to a cohabiting partner's pension if they:
   a) Are responsible for the maintenance of one or more children pursuant to Art. 54(4), or
   b) Have reached the age of 45 at the time of death of the insured or recipient of a disability pension

2) Entitlement to a cohabiting partner's pension begins on the first day of the month after payment of the salary, any posthumous salary or disability pension ends.

3) Entitlement to a cohabiting partner's pension lapses at the end of the month in which the surviving cohabiting partner dies or marries, or in which the deceased insured would have reached the reference age.

   In the event of marriage up to three years prior to the date on which the deceased insured would have reached the reference age, a one-off lump sum of three times the annual surviving spouse's pension will be paid out to the cohabiting partner.

If the marriage entered into is dissolved before ten years have elapsed without any surviving spouse's benefits being due, the entitlement to claim benefits from Pension Fund 2 is reinstated.

4) The cohabiting partner's pension amounts to 66⅔% of the insured disability pension in the case of a deceased insured, and 66⅔% of the disability pension paid in the case of a deceased recipient of a disability pension.

5) If the surviving cohabiting partner is more than ten years younger than the deceased cohabiting partner, the pension payable to the surviving cohabiting partner is reduced by 0.25% for each month exceeding the ten-year difference in age. This reduction is reduced by $\frac{1}{240}$ for each full month of the cohabiting partnership.

6) If the insured or recipient of a disability pension is married at the time of death, any simultaneous entitlement to a cohabiting partner's pension is excluded.

Art. 58

Lump sum payable at death

1) Upon the death of an insured or recipient of a disability pension, the beneficiaries are paid a lump-sum payment (lump sum payable at death).

2) The beneficiaries are (in the following sequence):
   a. aa) The spouse
      ab) Those children of the deceased person who are entitled to an orphan's pension under the BVG
      ac) ▪ Natural persons who were supported to a considerable extent by the insured in accordance with Art. 55(3), or
          ▪ The person with whom the insured had lived in a cohabiting partnership in accordance with Art. 55(2)(a)–(c), or
          ▪ The person who is responsible for the maintenance of one or more shared children in accordance with Art. 55(4)
   b. In the absence of beneficiaries under a.:
      ba) Those children of the deceased person who are not entitled to an orphan's pension under the BVG
      bb) The parents
      bc) The siblings and half siblings
   c. In the absence of beneficiaries under a. and b.: other legal heirs, to the exclusion of the community.

3) In the absence of beneficiaries pursuant to para. 2a. aa) and ac), children pursuant to 2a. ab) and 2b. ba) are combined in a single group of beneficiaries.

4) In the event of the death of an insured or recipient of a disability pension, and if a surviving spouse's or cohabiting partner's pension is due, the lump sum payable at death is equal to the sum of:
   a) The available retirement capital and
   b) The accrued assets in the retirement capital supplementary account and
   c) As compensation for the missing future contribution years, an additional individual amount

The additional individual amount under c) is calculated as the total of the following three components:
   ca) The pensionable base salary multiplied by the "lump sum payable at death 1" rate
   cb) The pensionable base salary excess multiplied by the "lump sum payable at death 2" rate, or multiplied by the "lump sum payable at death Plus" rate in the case of members of the Executive Board of Credit Suisse Group AG and
   cc) The pensionable salary risk component multiplied by the "lump sum payable at death 2" rate, or multiplied by the "lump sum payable at death Plus" rate in the case of members of the Executive Board of Credit Suisse Group AG.

5) In the event of the death of an insured or a recipient of a disability pension, and if no surviving spouse's or cohabiting partner's pension is due, the lump sum payable at death corresponds to the available retirement capital and the accrued assets in the retirement capital supplementary

account, but at least half of the sum of the pensionable base salary, the pensionable base salary excess, and the pensionable salary risk component.

If the lump sum payable at death is paid out to beneficiaries pursuant to para. 2c., it is equal to half of the sum of the accrued retirement capital and the accrued assets in the retirement capital supplementary account.

6) The insured or recipient of a disability pension who wishes to designate persons entitled under para. 2a. ac) as beneficiaries must submit the Pension Fund's own form "Amendment to the general order of beneficiaries" to Pension Fund 2 during their lifetime. The Pension Fund form "Amendment to the general order of beneficiaries" is valid for both Pension Fund 1 and Pension Fund 2.

7) Within any of the tiered lists in para. 2 (a., b. or c.), the insured or recipient of a disability pension may request the following:
   a) A sequence of beneficiaries different from the stipulated sequence
   b) The distribution of the lump sum payable at death among several designated beneficiaries

   The insured or recipient of a disability pension must notify Pension Fund 2 accordingly during their lifetime using the Pension Fund's own form "Amendment to the general order of beneficiaries."

8) The investment strategy or the underlying collective investment (fund) is divested within 15 bank working days after notification of the death is received, and held in the non-interest-bearing transaction account until it is paid out.

2.5.4 Benefits in the event of divorce

Art. 59

Divorce

1) Pension Fund 2 enforces only legally binding divorce decrees granted by Swiss courts.

2) If an insured or recipient of a disability pension is required to divide assets during a divorce, Pension Fund 2 shall reduce the retirement savings capital and pension benefits by the amount determined by the court.

   The retirement savings to be transferred are paid out from the retirement capital savings (in the following order: retirement capital supplementary account and then retirement capital).

   Current and future pension benefits, which are based on the accrued retirement savings capital, are always (re)calculated on the basis of the reduced retirement savings capital and decreased accordingly.

3) The disability pension shall be recalculated and reduced in accordance with Art. 19(1) BVV 2 following the division of pension assets if the insured's retirement savings were included in the calculation of the disability pension in accordance with the regulations used as a basis for calculating the disability pension.

   The reduction is calculated in accordance with the provisions of the regulations used as a basis for calculating the disability pension. The time at which divorce proceedings began is used as a basis for the calculations. Otherwise, Art. 19, 24(a)(6) and 26(a) BVV2 apply in particular when calculating the reduction.

   If the insured's retirement savings were only partially included in the calculation of the disability pension in accordance with the regulations used as a basis for calculating the disability pension, only the equivalent portion of the disability pension shall be reduced.

4) If the insured begins retirement during divorce proceedings or if a recipient of a disability pension reaches the reference age according to Art. 46 during divorce proceedings, Pension Fund 2 shall

reduce the portion of termination benefits to be transferred. The extent of this reduction is based on Art. 19(g)(1) and (2) of the Federal Ordinance on Vesting in Pension Plans (FZV).

5) In accordance with Art. 124(c) SCC, termination benefits can only be offset with a share of the pension with the consent of the spouses and the employee benefits insurance institutions.

6) If an insured or recipient of a disability pension, whose retirement savings were included in the calculation of the disability pension in accordance with the regulations used as a basis for calculating the disability pension, is entitled to a share of pension assets (termination benefits or a divorce pension), Pension Fund 2 shall increase their pension benefits by the transferred amount determined by the court.

   The transferred retirement savings will be credited to the retirement capital savings.

   If a recipient of a disability pension, whose retirement savings were not included in the calculation of the disability pension according to the regulations used as a basis for calculating the disability pension, is entitled to a share of pension assets (termination benefits or divorce pension), Pension Fund 2's current pension benefits are not increased and the share of pension assets transferred is paid out directly to the benefit of the entitled recipient.

7) In the event of a divorce, Pension Fund 2 provides the insured or the court with the information set out in Art. 24 FZG and Art. 19(k) FZV upon request.

   At the request of the insured or the court, Pension Fund 2 checks the feasibility of an existing or pending ruling and prepares a written response on the matter.

   In its response on feasibility, Pension Fund 2 makes particular reference to the fact that the insured's savings are subject to fluctuations and that Pension Fund 2 can in any case only transfer the amount available when the decree absolute is issued.

8) No later than 15 bank working days after notification is received of the court's legally binding instructions regarding the division of pension assets, the investment strategy or the underlying collective investment (fund) is divested in the relevant amount and held in the non-interest-bearing transaction account until it is paid out.

   If the pension compensation awarded by the court exceeds the effective value of the retirement capital, only the actual balance of the transaction account is paid out.

2.5.5 Benefits payable when leaving Pension Fund 2

Art. 60

Entitlement

1) Insured who leave Pension Fund 2 before an insured event (retirement, death or disability) occurs are entitled to termination benefits.

2) Insured whose employment relationship ends before the reference age according to Art. 46 and who are entitled to early retirement benefits may request payment of termination benefits instead of the early retirement benefits. Prior to the end of their employment relationship, they must provide evidence to show either that
   - They will remain in gainful employment.
   - They are registered as unemployed.

3) An insured whose disability pension is reduced or terminated following a reduction in their degree of disability is entitled to the payment of termination benefits.

   This entitlement arises in connection with reintegration pursuant to Art. 26(a) BVG, but only after provisional continued pension coverage has expired and benefit entitlements have been upheld.

4) Once it has been notified that the employment relationship will be terminated (departure), Pension Fund 2 divests the corresponding investment strategy or the underlying collective investment/ fund, as a general rule 15 bank working days before the date of departure, and leaves the balance in the non-interest-bearing transaction account until it is paid out.

Art. 61 Utilization

1) Pension Fund 2 transfers the termination benefits
   a) To the new employer's pension fund.
   b) At the request of the insured to a vested benefits account in Switzerland or to a Swiss life insurance company for the purpose of setting up a vested benefits policy if the insured is not joining a new pension fund.
   c) To the Auffangeinrichtung BVG if no notification is received from the insured specifying the permissible form in which they wish to receive the pension coverage.

2) In the case of paragraph 1(b) the termination benefits can be divided, though subject to the following restriction: no more than two different vested benefits institutions, only one vested benefits account/vested benefits policy per institution.

3) The transfer of the termination benefits releases Pension Fund 2 from all its obligations to the insured and their surviving dependants. The granting of insurance coverage against the risks of death and disability until commencement of the new employment relationship is reserved, but this coverage may not exceed one month. If, for this reason, Pension Fund 2 subsequently becomes liable to pay benefits, it demands reimbursement of the termination benefits transferred. If the termination benefits already paid out are not reimbursed, benefits are reduced accordingly.

Art. 62 Cash payment

1) The insured may request payment of the termination benefits in cash:
   a) If the insured permanently leaves the economic zone of Switzerland and Liechtenstein.
   b) If the insured leaves Pension Fund 2 as a cross-border commuter.
   c) If the insured becomes self-employed in Switzerland or Liechtenstein as their primary occupation and is no longer subject to mandatory employee benefits insurance. The insured must provide Pension Fund 2 with evidence to corroborate this.
   d) If the amount of termination benefits is less than the insured's annual contribution at the time of the termination of the employment relationship.

2) If the insured is married, the spouse must approve the cash payment in writing. If this approval cannot be obtained or if it is refused without good cause, the insured has recourse to the civil courts.

3) The insured must supply the necessary proof before a cash payment can be made.

Art. 63 Amount of the termination benefits

1) The termination benefits comprise the accrued retirement capital and the accrued assets in the retirement capital supplementary account.

2) The termination benefits are calculated in accordance with the Federal Act on Vesting in Pension Plans (FZG), particularly Art. 19(a) (entitlement in the case of an investment strategy chosen by the insured).

3) The termination benefits no longer earn interest from the due date.

2.5.6 Promotion of home ownership

Art. 64 General information

1) For the purpose of financing residential property for their own use, the insured may apply to pledge their entitlement to pension benefits or termination benefits or to use a sum as an advance withdrawal.

2) A pledge is not valid until it has been registered with Pension Fund 2 in writing.

Art. 65 Permissible uses

1) Employee benefits insurance assets may be used for
   a) The acquisition and construction of residential property
   b) Shares in the ownership of residential property
   c) Repayment of mortgages

2) Permissible forms of residential property are apartments and single-family dwellings. Building land is only permissible if there is a specific project for the construction of residential property for the insured's own use.

3) Permissible shares in the ownership of residential property comprise the acquisition of shares in a cooperative housing association or shares in a tenants' stock company, provided that the insured lives in the property thus financed.

4) The insured may only use employee benefits insurance assets for one property at a time.

Art. 66 Forms of residential property

The following are permissible forms for the use of employee benefits insurance assets:
a) Ownership
b) Co-ownership, specifically condominium ownership
c) Joint ownership of the insured and the insured's spouse
d) Free-standing, perpetual building rights

Art. 67 Personal use by the insured

"Personal use" in this context refers to usage by the insured as a domicile or place of habitual residence.

Art. 68 Information provided to the insured

1) In the event of an advance withdrawal or pledge or at the written request of the insured, Pension Fund 2 provides the insured with information about:
   a) The amount available for investment in residential property
   b) The reduction in benefits as a result of an advance withdrawal or the realization of a pledge
   c) The possibility of eliminating a reduction in benefits in the event of death or disability
   d) Tax liability in the event of an advance withdrawal or the realization of a pledge
   e) The right to a refund of the tax paid after the advance withdrawal has been repaid, as well as the relevant deadlines

2) Pension Fund 2 shall charge the insured to cover the administrative costs relating to an advance withdrawal.

Art. 69 Entitlement to and amount of the advance withdrawal

1) The insured may claim an advance withdrawal for residential property until
   a) Retirement, but not beyond the reference age
   b) The onset of disability
   c) Their death

d) Departure from Pension Fund 2

2) An advance withdrawal from Pension Fund 2 may only be requested once every five years and each advance withdrawal must be for a minimum amount of CHF 20,000, except when the insured wants to purchase shares in a cooperative housing association.

3) If the insured is married, the spouse must provide written approval for the advance withdrawal and the creation of all subsequent liens on real estate. If this approval cannot be obtained or if it is refused, the insured has recourse to the civil courts.

4) If liquidity constraints mean that payment of the advance withdrawal within six months is not possible or cannot reasonably be expected, Pension Fund 2 draws up an order of priorities which it submits to the BVG- und Stiftungsaufsicht des Kantons Zürich (Office for Occupational Insurance and Foundations of the Canton of Zurich, BVS. For the duration of the shortfall in cover, Pension Fund 2 may restrict the timing and amount of advance withdrawal payments or refuse to make such payments altogether where such advance withdrawals are being made for the purpose of repaying mortgage loans. When limiting or refusing a payment, Pension Fund 2 notifies the insured of the extent and duration of the measure.

5) The advance withdrawal may not exceed the maximum termination benefits pursuant to Art. 60 et seq. If the insured is over the age of 50, they can withdraw or pledge a maximum of the larger of the following two amounts, taking account of repayments, advance withdrawals and pledge realizations relating to the promotion of home ownership:
   a) The termination benefit amount available at the age of 50, or
   b) Half of the termination benefits at the time of the advance withdrawal or pledge

Art. 70 **Payment**

1) On receiving the necessary documentation, Pension Fund 2 reviews the application for an advance withdrawal and, with the agreement of the insured, transfers the funds directly to the vendor, builder or lender.

   The investment strategy or the underlying collective investment/fund is divested in the appropriate amount once the application has been approved.

   If the insured has applied for the amount to be paid out at a later date, Pension Fund 2 divests the amount in good time beforehand.

   The amount is held in the non-interest-bearing transaction account until it is paid out.

2) In the event of an advance withdrawal or the realization of a pledge, the retirement capital savings and termination benefits are reduced accordingly.

3) Advance withdrawals are paid out first from the retirement capital supplementary account and then from the retirement capital.

Art. 71 **Repayment**

1) The insured may repay the advance withdrawal to Pension Fund 2 at any time, but must do so at the latest until
   a) The time of retirement
   b) The onset of disability
   c) Their death
   d) Departure from Pension Fund 2

2) The insured or the insured’s heirs must repay the advance withdrawal to Pension Fund 2 in the following cases:
   a) If the residential property is sold.
   b) If rights are granted to this residential property that are equivalent to a sale in economic terms.

3) If the insured has made advance withdrawals in connection with the promotion of home ownership, capital contributions paid into Pension Fund 2 by the insured or the employer are appropriated for the repayment of the sum withdrawn. Purchases of additional benefits are not possible until the sum withdrawn has been repaid in full.

4) The minimum repayment amount is CHF 10,000. If the outstanding advance withdrawal is less than this amount, the outstanding amount must be repaid in one sum.

5) The reduction in retirement capital savings or termination benefits that occurred at the time of the advance withdrawal is completely or partially eliminated by the repayment amount.

6) The repayment amount is processed in the following order: retirement capital, retirement capital supplementary account.

7) If within two years the insured wishes to use the proceeds from any sale of the residential property in the amount of the advance withdrawal for the purchase of another residential property, they may transfer this amount to a vested benefits institution.

8) If the insured dies and if pension benefits are payable under Art. 58 as a result of their death, Pension Fund 2 may demand repayment of any part of an advance withdrawal which remains outstanding at the time of death unless the occupant of the residential property is also the beneficiary under Art. 58.

9) Pension Fund 2 provides the insured with confirmation that the advance withdrawal has been repaid.

Art. 72

Sale of the residential property

1) If the residential property is sold, the repayment obligation is limited to the outstanding amount of the advance withdrawals from Pension Fund 2, but does not exceed the sales proceeds.

2) The assignment of rights that are economically equivalent to a sale is also considered as a sale. However, the transfer of the residential property to a Pension Fund beneficiary is not regarded as a sale. This beneficiary is however subject to the same sales restriction as the insured.

3) The sales restriction is to be entered in the land records (“Grundbuch”). Pension Fund 2 notifies the land registry at the time the advance withdrawal is paid and arranges for the cancellation of the entry when the restriction is no longer effective.

Art. 73

Amount of the pledge

The amount of the pledge is determined by Art. 69, mutatis mutandis.

Art. 74

Consent of the pledgee

1) The consent of the pledgee must be obtained for a cash payment of termination benefits and when Pension Fund 2 benefits become due.

2) Pension Fund 2 must inform the pledgee if the insured changes employers and is admitted to a new pension fund. This information contains the name of the new pension fund to which the termination benefits are to be transferred, as well as the amount of the termination benefits.

Art. 75

Tax treatment

1) The advance withdrawal and the proceeds from the realization of a pledge of retirement assets are capital payments, and thus taxable.

2) If the advance withdrawal or proceeds from the realization of a pledge are repaid, the taxpayer may, within three years, file a request for the taxes paid on the advance withdrawal or pledge to be refunded. Repayments cannot be deducted from taxable income.

III

Final provisions

III – Final provisions

Art. 76 **Prevailing text**
The German text of these regulations prevails.

Art. 77 **Lacunae**
If any provisions regarding specific issues have been omitted from these regulations, the Board of Trustees will approve a regulation that conforms to Pension Fund 2's purpose.

In the event that any parameters required for actuarial calculations are missing (e.g. pension cash values, conversion rate, etc.), the parameters of Pension Fund 1 will apply on a subsidiary basis until otherwise specified.

Art. 78 **Legal recourse**
Any disputes about the application of these regulations are decided by the ordinary courts in accordance with the provisions of the BVG. The Swiss courts have sole jurisdiction.

Art. 79 **Changes**
The Board of Trustees is authorized to amend these regulations at any time.

Art. 80 **Notification, information and data exchange**

1) Communications to the insured and pension recipients of Pension Fund 2 are sent in writing by post and/or published on the Pension Fund website credit-suisse.com/pensionfund.

2) Communications to third parties appear in the Swiss Official Gazette of Commerce (Schweizerisches Handelsamtsblatt).

3) In general, personal data is always exchanged with the insured using the MyPension online portal. This data may still also be exchanged with the insured and pension recipients using electronic means of communication (e.g. email). Because of the resulting system-related risks, Pension Fund 2 cannot guarantee the confidentiality of the data and information transmitted.

4) Pension Fund 2 is authorized to share information with reinsurers. It may continue to pass on information to third parties entrusted by the employer with the processing of tax matters in the case of insured who are international assignees, frequent travelers, or US persons who have agreed in contract thereto.

Art. 81 **Entry into force**
Following the resolution of the Board of Trustees of September 20, 2019, these regulations enter into force on January 1, 2020.

Zurich, September 20, 2019

PENSION FUND 2 OF CREDIT SUISSE GROUP (SWITZERLAND)

Philip Hess	Thomas Isenschmid
Chairman of the Board of Trustees	Vice-Chairman of the Board of Trustees

Appendix A – Transitional provisions

Appendix A – Transitional provisions

Art. I

Transfer modalities as of January 1, 2020

1) For insured with assets in retirement capital savings under Pension Fund 1 as of December 31, 2019, the accrued retirement capital and the retirement capital supplementary account as of December 31, 2019, will be transferred to Pension Fund 2 if they have made the choice to transfer the retirement capital savings from Pension Fund 1 to Pension Fund 2.

   The following amounts from the retirement capital savings under Pension Fund 1 will be transferred accordingly to Pension Fund 2:

   i. The termination benefits defined by Pension Fund 1 or defined upon joining the Pension Fund for insured who turned 50 after January 1, 1995

   ii. The termination benefits defined by Pension Fund 1 or defined upon joining the Pension Fund for insured who got married or entered into a registered partnership after January 1, 1995

   iii. All voluntary purchases

   iv. The termination benefits (date, amount) and repayments (date, amount) defined by Pension Fund 1 or defined upon joining the Pension Fund that are paid out as a result of a divorce or termination of a registered partnership

   v. The advance withdrawals (date of withdrawal, amount, vested benefit before withdrawal) and repayments (date of repayment, amount) defined by Pension Fund 1 or defined upon joining the Pension Fund in connection with the promotion of home ownership using employee benefits insurance assets

   vi. The pledge defined by Pension Fund 1 or defined upon joining the Pension Fund in connection with the promotion of home ownership using employee benefits insurance assets (date of pledge, type, amount)

2) All other insured have no assets when they join Pension Fund 2, since the retirement capital accrued as of December 31, 2019, will be transferred to the pension capital and the retirement capital supplementary account will be transferred to the pension capital supplementary account of Pension Fund 1 (“default” or corresponding selection).

3) The insured shall choose in advance one of the investment strategies made available by the Board of Trustees; this choice will enter into effect as of January 1, 2020. If the insured does not choose an investment strategy, the retirement capital and the retirement capital supplementary account will be invested in line with the low-risk investment strategy (“default” strategy).

   From January 1, 2020, until implementation of the first choice (investment), the retirement capital and the retirement capital supplementary account will earn interest at the prospective interest rate applicable under Pension Fund 1 from January 1, 2020, onward.

4) The termination benefits on January 1, 1995, the BVG component, and the value of the termination benefits pursuant to Art. 17 FZG will be held exclusively in the pension capital of the Pension Fund.

Art. II

Change in the type of benefits or dissolution of the pension plan in the absence of a reinsurer

In the event that it is not possible to find a reinsurer to cover the risk benefits, the Board of Trustees may in particular either (i) modify the pension plan such that, should an insured event occur, only the accrued capital will be paid out as a one-time lump-sum payment instead of pension benefits, or (ii) dissolve the pension plan by repealing these regulations.

Art. III **Current pensions and co-insured benefits**

All current pensions under Pension Fund 1 as of December 31, 2019, and the co-insured benefits, such as child's pensions, waivers of savings contributions, etc., will remain in Pension Fund 1.

If the insured is affected by the onset of disability after January 1, 2020, as a result of inability to work occurring before January 1, 2020, on the basis of Pension Fund regulations for Pension Fund 1 which applied before January 1, 2020, Pension Fund 2 will divest their retirement capital savings and transfer them to Pension Fund 1.

Appendix B – Definitions

Appendix B – Definitions

AHV
Federal Old Age and Survivors' Insurance

AHVV
Ordinance on Federal Old Age and Survivors' Insurance (SR 831.101)

Award
Discretionary variable incentive award. This is sometimes also referred to as a bonus. One-off payment, generally paid out in the first quarter of the current calendar year.

BVG
Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans (SR 831.40)

BVG age
The BVG age is determined by subtracting the year of birth from the calendar year.

BVV 2
Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans (SR 831.441.1)

Company
see Employer

Coordination deduction (major)
This is equal to 4.5 times the maximum annual retirement pension payable under the AHV.

Coordination deduction (minor)
This is equal to one-third of the effective base salary, but cannot amount to more than the maximum annual retirement pension payable under the AHV.

"Early retirement" account
Retirement capital supplementary account. This account forms the basis for retirement benefits at the earliest possible retirement age.

Effective pension capital
Basis for determining the retirement pension

Employee
A person who is insured by Pension Fund 2 on the basis of an existing employment relationship with the employer.

Employer
Also: Company: Credit Suisse Group AG or a company pursuant to Art. 2 that has close business or financial ties with Credit Suisse Group AG, which is affiliated to Pension Fund 2.

FZG
Federal Act on Vesting in Pension Plans (SR 831.42)

FZV
Federal Ordinance on Vesting in Pension Plans (SR 831.425)

Insured
An employee or a person still insured with Pension Fund 2 on the basis of a previous employment relationship within the scope of Art. 47 BVG.

Insured event
Retirement, death, or disability

IVG
Federal Disability Insurance Act (SR 831.20)

Pension Fund
Pension Fund of Credit Suisse Group (Switzerland), Credit Suisse Pension Fund, PF CSG, or Pension Fund 1

Pension Fund 2
Pension Fund 2 of Credit Suisse Group (Switzerland), Credit Suisse Pension Fund 2, PF2 CSG, or Pension Fund 2

Staff pension fund supplementary to the pension provision of the Pension Fund of Credit Suisse Group (Switzerland) with the aim of providing additional pension provision for the employees' benefit.

Pension recipients
Persons receiving a pension from Pension Fund 2. For the purposes of calculating their benefits, individuals recognized as being entitled to a pension with retroactive effect are regarded as pension recipients within the meaning of these regulations from the start of their pension entitlement.

Reference age
On reaching the reference age of 65, the insured is entitled to the retirement capital.

Registered partnership
Registered partnership between persons of the same sex within the meaning of the Federal Act on the Registration of Partnerships for Same-Sex Couples (PartG; SR 211.231)

A registered partnership under PartG is treated as equivalent to a marriage.

Retirement capital
The retirement capital forms the basis for retirement benefits and is accumulated during the course of the saving process.

Retirement capital savings
The saving and investment process for retirement capital and the retirement capital supplementary account.

Retirement capital supplementary account
see "Early retirement" account

SCC
Swiss Civil Code (SR 210)

Appendix C – Key figures

Appendix C – Key figures

Dependencies on the maximum AHV retirement pension				
Entry theshold	CHF	127,980	4.5 times maximum AHV retirement pension	Art. 16(1)
Maximum effective base salary	CHF	284,400	10 times maximum AHV retirement pension	Art. 33
Maximum effective base salary Executive Board	CHF	682,560	24 times maximum AHV retirement pension	Art. 33
Sum of maximum effective salaries	CHF	796,320	28 times maximum AHV retirement pension	Art. 33(4)
Annual coordination deduction	CHF	127,980	4.5 times maximum AHV retirement pension	Art. 34(1)
Lump-sum payout, disability pension	CHF	1,422	10% of the minimum AHV retirement pension	Art. 50(6)

Appendix D – Savings and risk contributions

Appendix D – Savings and risk contributions

Maximum effective salary pursuant to Art. 33(4)	CHF 796,320
Minus major coordination deduction	CHF 127,980
Maximum pensionable salary in Pension Fund 2	**CHF 668,340**
- of which maximum pensionable base salary	CHF 156,420
- of which maximum pensionable base salary excess	CHF 511,920
- of which maximum pensionable variable salary	CHF 668,340

Basic

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	5.00	3.00	7.50	6.00	5.80	2.80
35–44	6.00	3.00	13.00	6.00	5.80	2.80
45–54	7.00	3.00	17.50	6.00	5.80	2.80
55–65	7.00	3.00	25.00	6.00	5.80	2.80

Standard

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	7.50	6.00	7.50	6.00	5.80	2.80
35–44	9.00	6.00	13.00	6.00	5.80	2.80
45–54	10.50	6.00	17.50	6.00	5.80	2.80
55–65	10.50	6.00	25.00	6.00	5.80	2.80

Top

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	10.00	9.00	7.50	6.00	5.80	2.80
35–44	12.00	9.00	13.00	6.00	5.80	2.80
45–54	14.00	9.00	17.50	6.00	5.80	2.80
55–65	14.00	9.00	25.00	6.00	5.80	2.80

Appendix D – Savings and risk contributions

Maximum effective salary pursuant to Art. 33(4)	CHF 796,320
Minus major coordination deduction	CHF 127,980
Maximum pensionable salary in Pension Fund 2	**CHF 668,340**
- of which maximum pensionable base salary	CHF 554,580
- of which maximum pensionable base salary excess	CHF 113,760
- of which maximum pensionable variable salary	CHF 668,340

Special contribution rates for the pensionable base salary excess and the pensionable variable salary

Basic Plus

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	5.00	12.00	7.50	12.00	5.80	2.80
35–44	6.00	12.00	13.00	12.00	5.80	2.80
45–54	7.00	12.00	17.50	12.00	5.80	2.80
55–65	7.00	12.00	25.00	12.00	5.80	2.80

Standard Plus

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	7.50	12.00	7.50	12.00	5.80	2.80
35–44	9.00	12.00	13.00	12.00	5.80	2.80
45–54	10.50	12.00	17.50	12.00	5.80	2.80
55–65	10.50	12.00	25.00	12.00	5.80	2.80

Top Plus

	Employee savings contributions		Employer savings contributions		Employer risk contributions	
BVG age	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary	Pensionable base salary	Pensionable base salary excess and variable salary
18–24	0.00	0.00	0.00	0.00	1.80	0.80
25–34	10.00	12.00	7.50	12.00	5.80	2.80
35–44	12.00	12.00	13.00	12.00	5.80	2.80
45–54	14.00	12.00	17.50	12.00	5.80	2.80
55–65	14.00	12.00	25.00	12.00	5.80	2.80

Appendix E – Actuarial rates

Appendix E – Actuarial rates

“Purchase 1” rate (in percent)

The maximum amount that can be paid into the retirement capital is governed by Art. 42.

Age	Basic	Standard	Top
25	12,500	15,000	17,500
26	25,250	30,300	35,350
27	38,255	45,906	53,557
28	51,520	61,824	72,128
29	65,051	78,061	91,071
30	78,852	94,622	110,392
31	92,929	111,514	130,100
32	107,287	128,745	150,202
33	121,933	146,319	170,706
34	136,872	164,246	191,620
35	158,609	189,531	220,453
36	180,781	215,321	249,862
37	203,397	241,628	279,859
38	226,465	268,460	310,456
39	249,994	295,830	341,665
40	273,994	323,746	373,498
41	298,474	352,221	405,968
42	323,443	381,265	439,088
43	348,912	410,891	472,869
44	374,890	441,109	500,000
45	406,888	477,931	525,000
46	439,526	515,489	550,000
47	472,816	553,799	575,000
48	506,773	592,875	600,000
49	541,408	625,000	625,000
50	576,736	650,000	650,000
51	612,771	675,000	675,000
52	649,526	700,000	700,000
53	687,017	725,000	725,000
54	725,257	750,000	750,000
55	771,763	775,000	775,000
56	800,000	800,000	800,000
57	825,000	825,000	825,000
58	850,000	850,000	850,000
59	875,000	875,000	875,000
60	900,000	900,000	900,000
61	925,000	925,000	925,000
62	950,000	950,000	950,000
63	975,000	975,000	975,000
64	1000,000	1000,000	1000,000
65	1025,000	1025,000	1025,000
66	1025,000	1025,000	1025,000
67	1025,000	1025,000	1025,000
68	1025,000	1025,000	1025,000
69	1025,000	1025,000	1025,000
70	1025,000	1025,000	1025,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions. A limit of 25% of the pensionable salary per contribution year excluding interest applies.

“Purchase 2” rate (in percent)

The maximum amount that can be paid into the retirement capital is governed by Art. 42.

Age	Basic	Standard	Top	Plus
25	9,000	12,000	15,000	24,000
26	18,180	24,240	30,300	48,480
27	27,544	36,725	45,906	73,450
28	37,094	49,459	61,824	98,919
29	46,836	62,448	78,061	124,897
30	56,773	75,697	94,622	150,000
31	66,909	89,211	111,514	175,000
32	77,247	102,996	128,745	200,000
33	87,792	117,056	146,319	225,000
34	98,547	131,397	164,246	250,000
35	109,518	146,025	182,531	275,000
36	120,709	160,945	201,181	300,000
37	132,123	176,164	220,205	325,000
38	143,765	191,687	239,609	350,000
39	155,641	207,521	259,401	375,000
40	167,754	223,671	279,589	400,000
41	180,109	240,145	300,181	425,000
42	192,711	256,948	321,185	450,000
43	205,565	274,087	342,608	475,000
44	218,676	291,568	364,461	500,000
45	232,050	309,400	386,750	525,000
46	245,691	327,588	409,485	550,000
47	259,605	346,140	432,674	575,000
48	273,797	365,062	456,328	600,000
49	288,273	384,364	480,454	625,000
50	303,038	404,051	505,064	650,000
51	318,099	424,132	530,165	675,000
52	333,461	444,615	555,768	700,000
53	349,130	465,507	581,884	725,000
54	365,113	486,817	608,521	750,000
55	381,415	508,553	635,692	775,000
56	398,043	530,724	663,405	800,000
57	415,004	553,339	691,674	825,000
58	432,304	576,406	720,507	850,000
59	449,950	599,934	749,917	875,000
60	467,949	623,932	779,916	900,000
61	486,308	648,411	810,514	925,000
62	505,034	673,379	841,724	950,000
63	524,135	698,847	873,559	975,000
64	543,618	724,824	906,030	1000,000
65	563,490	751,320	939,150	1025,000
66	563,490	751,320	939,150	1025,000
67	563,490	751,320	939,150	1025,000
68	563,490	751,320	939,150	1025,000
69	563,490	751,320	939,150	1025,000
70	563,490	751,320	939,150	1025,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions. A limit of 25% of the pensionable salary per contribution year excluding interest applies.

“Purchase for early retirement 3” rate (in percent)

The maximum amount that can be paid into the retirement capital supplementary account is governed by Art. 43.

Age	Basic	Standard	Top
25	91,040	91,040	91,040
26	92,861	92,861	92,861
27	94,718	94,718	94,718
28	96,612	96,612	96,612
29	98,545	98,545	98,545
30	100,516	100,516	100,516
31	102,526	102,526	102,526
32	104,576	104,576	104,576
33	106,668	106,668	106,668
34	108,801	108,801	108,801
35	110,977	110,977	110,977
36	113,197	113,197	113,197
37	115,461	115,461	115,461
38	117,770	117,770	117,770
39	120,125	120,125	120,125
40	122,528	122,528	122,528
41	124,978	124,978	124,978
42	127,478	127,478	127,478
43	130,028	130,028	130,028
44	132,628	132,628	132,628
45	135,281	135,281	135,281
46	137,986	137,986	137,986
47	140,746	140,746	140,746
48	143,561	143,561	143,561
49	146,432	146,432	146,432
50	149,361	149,361	149,361
51	152,348	152,348	152,348
52	155,395	155,395	155,395
53	158,503	158,503	158,503
54	161,673	161,673	161,673
55	164,906	164,906	164,906
56	168,205	168,205	168,205
57	171,569	171,569	171,569
58	175,000	175,000	175,000
59	150,000	150,000	150,000
60	125,000	125,000	125,000
61	100,000	100,000	100,000
62	75,000	75,000	75,000
63	50,000	50,000	50,000
64	25,000	25,000	25,000
65	0,000	0,000	0,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions. A limit of 25% of the pensionable salary per contribution year excluding interest applies.

“Purchase for early retirement 4” rate (in percent)

The maximum amount that can be paid into the retirement capital supplementary account is governed by Art. 43.

Age	Basic	Standard	Top	Plus
25	68,247	90,996	113,745	91,040
26	69,612	92,816	116,019	92,861
27	71,004	94,672	118,340	94,718
28	72,424	96,565	120,707	96,612
29	73,872	98,497	123,121	98,545
30	75,350	100,467	125,583	100,516
31	76,857	102,476	128,095	102,526
32	78,394	104,525	130,657	104,576
33	79,962	106,616	133,270	106,668
34	81,561	108,748	135,935	108,801
35	83,192	110,923	138,654	110,977
36	84,856	113,142	141,427	113,197
37	86,553	115,404	144,256	115,461
38	88,284	117,713	147,141	117,770
39	90,050	120,067	150,083	120,125
40	91,851	122,468	153,085	122,528
41	93,688	124,917	156,147	124,978
42	95,562	127,416	159,270	127,478
43	97,473	129,964	162,455	130,028
44	99,423	132,563	165,704	132,628
45	101,411	135,215	169,018	135,281
46	103,439	137,919	172,399	137,986
47	105,508	140,677	175,847	140,746
48	107,618	143,491	179,364	143,561
49	109,771	146,361	182,951	146,432
50	111,966	149,288	186,610	149,361
51	114,205	152,274	190,342	152,348
52	116,489	155,319	194,149	155,395
53	118,819	158,426	198,032	158,503
54	121,196	161,594	201,993	161,673
55	123,619	164,826	206,032	164,906
56	126,092	168,123	210,153	168,205
57	128,614	171,485	214,356	171,569
58	131,186	174,915	218,643	175,000
59	113,540	151,387	189,233	150,000
60	95,541	127,388	159,235	125,000
61	77,182	102,909	128,637	100,000
62	58,456	77,941	97,426	75,000
63	39,355	52,473	65,592	50,000
64	19,872	26,496	33,121	25,000
65	0,000	0,000	0,000	0,000

The potential for purchases of benefits is calculated on the basis of the pensionable salaries along with the employer and employee savings contributions. A limit of 25% of the pensionable salary per contribution year excluding interest applies.

“Lump sum payable at death 1,” “Lump sum payable at death 2,” and “Lump sum payable at death Plus” rates

The additional individual amount (lump sum payable at death) is governed by Art. 58(4)(c).

Age	Rate 1	Rate 2	Rate Plus
17	4.204	2.119	4.237
18	4.268	2.150	4.301
19	4.332	2.183	4.366
20	4.397	2.216	4.432
21	4.464	2.250	4.499
22	4.531	2.284	4.567
23	4.600	2.318	4.637
24	4.670	2.353	4.707
25	4.741	2.389	4.778
26	4.712	2.345	4.690
27	4.683	2.300	4.600
28	4.653	2.254	4.509
29	4.623	2.208	4.416
30	4.592	2.161	4.322
31	4.561	2.113	4.226
32	4.529	2.064	4.129
33	4.497	2.015	4.030
34	4.464	1.965	3.930
35	4.430	1.914	3.828
36	4.349	1.862	3.724
37	4.267	1.810	3.619
38	4.184	1.757	3.513
39	4.100	1.703	3.405
40	4.015	1.648	3.296
41	3.928	1.593	3.186
42	3.841	1.537	3.073
43	3.752	1.480	2.959
44	3.663	1.422	2.844
45	3.572	1.364	2.727
46	3.440	1.304	2.609
47	3.306	1.244	2.489
48	3.170	1.183	2.367
49	3.032	1.122	2.243
50	2.893	1.059	2.118
51	2.751	0.995	1.991
52	2.608	0.931	1.862
53	2.463	0.866	1.732
54	2.316	0.800	1.599
55	2.167	0.732	1.465
56	1.965	0.664	1.329
57	1.761	0.595	1.190
58	1.553	0.525	1.050
59	1.343	0.454	0.908
60	1.129	0.382	0.763
61	0.911	0.308	0.616
62	0.690	0.233	0.466
63	0.464	0.157	0.314
64	0.234	0.079	0.158
65	0.000	0.000	0.000

Calculated on the basis of BVG 2010, 2025 generation tables, technical interest rate of 1.5%

Appendix F – Effective salary types and Awards

Appendix F – Effective salary types and Awards

Art. I

Salary types

a) Monthly salary

b) Any 13th monthly salary

c) Fixed salary not of a bonus nature

d) Event attendant fixed salary

e) Event attendant working hours, including payment in lieu of vacation and public holiday entitlement

f) Special recurring payments

g) Fixed allowances (regular)

h) Hourly wage of employees paid on an hourly wage basis, including any payment in lieu of vacation and public holiday entitlement

Art. II

Awards

Only those portions of any Award granted that are paid out in the form of money (cash) immediately after the Award is granted are taken into account. Any deferred portions of an Award are not taken into account.

All other salary types and Awards not listed here are not taken into account.

For employees sent on assignment abroad, any continuing payments that fall under the salary types and Awards listed above will also be taken into account.

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JPKO 1 10.2019