

Fondation 2ème pilier swissstaffing

PERMANENT EMPLOYEES

General Terms and Conditions

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The provisions of these General Terms and Conditions (in short “General Conditions”) are supplemental to the provisions of the Pension Regulations for Permanent Employees:

Admission to the Foundation

Art. 1 Circle of members

Company employees whose AHV/AVS salary is equal to or exceeds the entry threshold set in the Pension Plan are admitted to the Foundation.

Art. 2 Start of coverage

Coverage starts on the day the employment relationship begins or from the start of the entitlement to a salary, but at the latest when the employee first sets out to work.

Definitions

Art. 3 Reference salary

1. The reference salary is defined in the Pension Plan.
2. The maximum reference salary is limited to ten times the upper BVG/LPP limit. Where active members have several pension relationships and the sum of their aggregate AVS/AHV salaries and income exceed this limit, they must notify the Foundation of all their existing pension relationships, indicating the salaries and income accordingly insured.

Art. 4 Pensionable salary

The pensionable salary is defined in the Pension Plan.

Art. 5 Maintained insurance of the existing pensionable salary

1. Active members whose salary is reduced by no more than one half after they reach age 58 may remain insured with the Foundation with their existing pensionable salary until they reach the reference age at the latest.
2. The employee and Employer contributions for the portion of the salary covered by the maintained insurance are funded by the active member.
3. When calculating the vested termination benefit in accordance with Article 17 FZG/LFLP, the 4% increase per year over age 20 does not apply to the contributions referred to in paragraph 2 above.

Art. 6 Retirement credits

The retirement credits are defined in the Pension Plan.

Resources of the Foundation

Art. 7 Member's contribution

Active members' contributions are defined in the Pension Plan.

Art. 8 Company's contribution

The Company's contribution is defined in the Pension Plan.

Foundation benefits

Retirement benefits

Art. 9 Amount of retirement pension

The amount of the annual retirement pension is defined in the Pension Plan.

Art. 10 Retirement lump-sum capital

1. Active members may apply to receive all or a portion of their retirement benefit as a lump-sum payment. In the case of a partial retirement pension in accordance with Article 24 of the Pension Regulations, lump-sum benefits are payable in no more than three instalments. If a disability pension is replaced by a retirement pension, no lump-sum benefit can be paid.
2. Lump-sum payments may only be disbursed with the written consent of a member's spouse.

Art. 11 Bridge pension

1. In the event of early retirement, active members may apply to receive a bridge pension.
2. The bridge pension is offset by an immediate, lifelong reduction in the retirement pension, or by a reduction in the member's retirement savings capital. The lifelong compensatory reduction is calculated according to the Foundation's actuarial tables.
3. At the death of the recipient of a bridge pension, survivor benefits, if any, are computed based on the retirement pension reduced in accordance with paragraph 2 above.
4. Recipients of a bridge pension are free to decide the amount of their annual bridge pension. On no account, however, may the annual bridge pension exceed the maximum annual AHV/AVS retirement pension.
5. Recipients of a bridge pension decide when payment of their annual bridge pension starts and ends. The end must coincide at the latest with the start of the entitlement to an AHV/AVS retirement pension on reaching the AHV/AVS reference age.
6. Active members may use the early retirement account to compensate reductions in the retirement pension at retirement or to prefinance the bridge pension during the term of insurance.

Temporary disability pensions

Art. 12 Amount of disability pension

1. The amount of the full annual disability pension is defined in the Pension Plan.
2. If an active member's vested termination benefits were not transferred to the Foundation when the member was admitted, the transfer must be made within one month of the corresponding request from the Foundation so that they can be credited to the retirement savings capital.
3. Available vested benefits that were not transferred to the Foundation when the member was admitted but only after the expiry of the above-mentioned time limit when the Foundation is already paying disability benefits to the disabled member, will be credited when received to the disabled member's retirement savings capital to enhance the disability benefits. Any related costs are for the disabled member's account.

Survivor pensions

Art. 13 Amount of spouse's pension

1. The amount of the annual spouse's pension is defined in the Pension Plan.
2. If the surviving spouse is more than 15 years younger than the deceased member, the annual spouse's pension is reduced by 0.2% for each month exceeding the 15 years' age difference. Notwithstanding, the annual spouse's pension must be at least equal to the spouse's pension under the BVG/LPP.
3. In case of marriage after the reference age, the spouse's pension is reduced as follows:

Years after the reference age	Reduction
1	20%
2	40%
3	60%
4	80%
5	100%

Notwithstanding, the annual spouse's pension must be at least equal to the spouse's pension under the BVG/LPP.

Art. 14 Entitlement to a partner's pension

1. At the death of an unmarried active member, the surviving partner is entitled to a partner's pension if they were designated by the deceased as the entitled beneficiary of the partner's pension.
2. For the purposes of these General Terms and Conditions, a partner is a person who satisfies all of the following conditions at the time of the active member's death (and who may be of the same gender):
 - a. they are not married (to the deceased member or to any other person);
 - b. they are not related to the deceased member within the meaning of Article 95 of the Swiss Civil Code;
 - c. they shared a life and household with the deceased member for an uninterrupted period of at least five years up to the member's death or must support one or more of the couple's children.
3. The applicant must prove that the criteria for the status of partner are satisfied. Means of proof include:
 - a. for the conditions in letters a – b: civil status certificates for both partners;

- b. for a shared life and household: residency certificate;
 - c. for a child of the couple: civil status certificate for the child;
 - d. for child maintenance: certificate from the competent authority.
4. Deceased members must have designated their surviving partner to the Foundation in writing during their lifetime.
 5. Entitlement to a partner's pension begins the month after the active member's death, but not before the end of the deceased's entitlement to a salary. It terminates at the end of the month in which the beneficiary dies, remarries or starts sharing their life and household with another partner meeting the conditions in paragraph 2 of this Article.

Art. 15 Amount of surviving partner's pension

1. The amount of the annual partner's pension is defined in the Pension Plan.
2. No more than one partner's pension is paid.

Child's pension

Art. 16 Amount of child's pension

The amount of the annual child's pension is defined in the Pension Plan.

Lump-sum death benefit and supplemental lump-sum death benefit

Art. 17 Basis for lump-sum death benefit

If an active or disabled member dies and there is no survivor entitled to a surviving spouse's or a partner's pension, a lump-sum death benefit is paid.

Art. 18 Amount of lump-sum death benefit

The amount of the lump-sum death benefit is defined in the Pension Plan.

Art. 19 Supplemental lump-sum death benefit

The amount of the supplemental lump-sum death benefit is defined in the Pension Plan.

Final provisions

Art. 20 Effective date

1. These General Terms and Conditions come into effect on 1 January 2026. They supersede and replace the General Terms and Conditions which came into effect on 1 January 2025.
2. They shall be submitted to the regulatory authority, the members and the Company.