

# Fisca Pension Fund Foundation of UBS AG Regulations

## 1. Purpose

By signing this agreement, the accountholder agrees to participate in the retirement benefit plan of the Fisca Pension Fund Foundation of UBS AG (hereinafter UBS Fisca) and is entitled in accordance with Art. 82 of the Swiss Federal Law on Occupational Retirement, Survivors' and Disability Pension Plans (hereinafter BVG), and the accompanying implementing Ordinance (hereinafter BVV 3), to make tax-privileged deposits at UBS Fisca. The UBS Fisca account serves the sole and irrevocable purpose of the accountholder's personal retirement savings. By making a deposit, the accountholder acquires an entitlement to pension benefits from UBS Fisca, which is payable as stipulated in sections 7 and 9 below.

UBS Fiscalife enables the accountholder to combine the restricted retirement savings plan with risk insurance. Parties to the contract for risk insurance are the accountholder and the Zurich Life Insurance Company (hereinafter Zurich Life). UBS Fiscalife is based on the retirement savings agreement and the insurance contract for retirement risk coverage, the supplement to the UBS Fiscalife regulations, the Zurich Life General Terms and Conditions for retirement risk coverage for UBS Fiscalife as well as these regulations. The premiums for the risk insurance are deducted directly from the UBS Fiscalife account.

## 2. Opening and maintenance of the UBS Fisca account

On behalf of the accountholder UBS Fisca opens an account with UBS AG (hereinafter UBS) under the name of the accountholder, and confers responsibility for maintaining the account to UBS. If the accountholder concludes more than one retirement savings agreement with UBS Fisca, the sum of his/her annual deposits may not exceed the maximum amount defined in section 4. Existing retirement savings may not be divided. The account is conducted in accordance with the General Terms and Conditions of UBS.

## 3. Deposits

Deposits can be made at any UBS branch and are deemed to be UBS Fisca deposits. Deposits may also be made by funds transfer to the postal giro account of UBS; the name of the accountholder and the number of the UBS Fisca account are to be indicated on the paying-in slip. The stub of the paying-in slip serves as a receipt of deposit. In order to deduct deposits from taxable income, they must be received by UBS Fisca in time to book them before the end of the calendar year. The retroactive crediting of deposits is not permitted.

## 4. Amount and timing of deposits and interest

The accountholder is free to determine the amount and frequency of tax-privileged deposits into the UBS Fisca account up to the annual maximum as stipulated in art. 7, paragraph 1, of the implementing Ordinance (BVV 3) in combination with art. 8, paragraph 1, of BVG. UBS Fisca pays interest on the balance of the Fisca account at the rate determined by Pension Fund the Foundation Board, which must always be at least equivalent to the prevailing rate on regular UBS savings accounts and published in a suitable form. The balance of the Fisca account earns interest from the day a deposit is made until the day the account becomes due in accordance with section 9. Interest will be credited by UBS on behalf of UBS Fisca directly to the accountholder's UBS Fisca account on 31 December of each year.

## 5. Subscription and redemption of units in the UBS (CH) Vitainvest investment fund

In addition to or as an alternative to account deposits, the accountholder may subscribe to units in the UBS (CH) Vitainvest

investment fund. If part or all of the existing balance of the UBS Fisca account and/or the future deposits are to be invested in units of the UBS (CH) Vitainvest investment fund, the accountholder must issue investment instructions to UBS. The minimum deposit for investments in accordance with the investment instructions is CHF 200. The investment instructions do not apply to UBS Fisca account deposits of less than CHF 200, annual interest credits or proceeds from the redemption of UBS (CH) Vitainvest fund units. Such amounts may be invested in units of UBS (CH) Vitainvest by issuing separate orders to UBS. If the UBS (CH) Vitainvest investment fund distributes an amount, this will be immediately reinvested in units of the segment of the investment fund specified by the accountholder in the investment instructions. The accountholder must provide UBS with these investment instructions. UBS is authorized to accept these orders for UBS Fisca and to execute them in UBS Fisca's name on behalf and for the account of the accountholder. The units subscribed to in the UBS (CH) Vitainvest investment fund in the name of UBS Fisca will be held in a UBS Fisca custody account.

The accountholder may give the order at any time to redeem the fund units subscribed to for his/her account by UBS Fisca. The accountholder must give the order to UBS. The proceeds will be credited to the accountholder's UBS Fisca account.

For accountholders who have UBS Fiscalife, UBS Fisca shall invest the interest earned as well as the annual deposits paid, reduced by the annual premiums, immediately and automatically in its own name and for the account of the accountholder in units in the UBS (CH) Vitainvest investment fund. In the case of UBS Fiscalife, units in the UBS (CH) Vitainvest investment fund may not be redeemed before termination of the agreement.

The accountholder is aware that, unlike simple account deposits, investments in funds are subject to price fluctuations that increase in line with the funds' allocations to equities and foreign currencies. While accountholders may profit from price gains, they also have to be able to bear the risk of price losses. By giving investment instructions, the client confirms that he or she is aware of the risks involved in investing.

## 6. Standard duration of the retirement savings agreement

The retirement savings agreement expires upon the death of the accountholder or when the accountholder reaches the standard AHV retirement age. If the accountholder can prove, by having reached the standard AHV retirement age, that he/she is still gainfully employed, he/she has the option of postponing the withdrawal of retirement savings for up to five years after reaching the standard AHV retirement age. In this case, the accountholder is entitled to pay into the UBS Fisca account for up to five years after having reached the standard AHV retirement age. If UBS Fisca has not received instructions regarding the transfer of the units of the UBS (CH) Vitainvest investment fund to a private securities account and/or the transfer of the credit balance on the UBS Fisca account, within 10 working days after the accountholder has reached standard AHV retirement age (or up to five years after having reached the standard AHV retirement age if still gainfully employed), UBS Fisca is authorized to redeem the units in the UBS (CH) Vitainvest investment fund that it has purchased for the account of the accountholder and to transfer the credit balance on the UBS Fisca account to a UBS savings account in the name of the accountholder. UBS Fisca is authorized to open a savings account at UBS in the name of the accountholder for this purpose. In the event of death, the Pension Fund Foundation sells any units in UBS (CH) Vitainvest, as soon as it is notified of the death of the accountholder and credits the proceeds to the accountholder's Fisca account.

## 7. Early withdrawal and termination of the account

The accountholder has the right, at the earliest five years before reaching standard AHV retirement age, to terminate the retirement agreement and to transfer the units in the UBS (CH) Vita-invest investment fund to a private custody account and/or to request to receive the credit balance on the UBS Fisca account. An early withdrawal of retirement savings is only possible at the written request of the accountholder, and with the consent of his/her spouse/registered partner if applicable, in the following circumstances:

- a) if the accountholder is drawing a full disability pension under the Swiss Disability Insurance scheme and the risk of disability is not insured;
- b) if the accountholder uses the retirement savings to buy into a tax-free pension plan or some other recognized form of retirement savings scheme;
- c) if the accountholder becomes self-employed and is no longer required to contribute to a compulsory occupational pension plan;
- d) if the accountholder ceases one form of self-employment and assumes another;
- e) if the accountholder leaves Switzerland as a place of residence forever;
- f) in order to repay a mortgage loan on an owner-occupied residential property;
- g) in order to purchase or build residential property intended for the accountholder's own use or to acquire participations in owner-occupied residential property.

Withdrawals for the purpose of promoting home ownership may be made until five years before reaching AHV retirement age, only once in every five-year period. Withdrawals for the purpose of promoting home ownership will be paid by UBS Fisca, upon presentation of the necessary documents and with the accountholder's agreement, directly to the seller, builder, or lender, in the case of buying into a housing cooperative, to the authorized persons.

Except for cases as stipulated in section 7 para. 2, letters b), f) and g), the accountholder can choose whether to transfer to a private custody account the units in the UBS (CH) Vita-invest investment fund that UBS Fisca has acquired for the account of the accountholder or to redeem them. The relevant instructions should be given together with the payment request. In the case of early withdrawal as per section 7 para. 2, letters b), f) and g), UBS Fisca, generally gives the instructions to redeem the units in the UBS (CH) Vita-invest investment fund for the account of the accountholder within five working days of approving the payment request.

## 8. Order of beneficiaries

The following persons are beneficiaries:

- a) in the event of survival, the accountholder;
- b) in the event of the death of the accountholder, the following persons in the sequence specified below:
  1. the surviving spouse or registered partner;
  2. the direct descendants and any natural persons for whose maintenance the deceased was significantly responsible, or the person who was living with accountholder in a permanent domestic relationship for the last five years immediately prior to their death, or who is responsible for maintaining one or more joint children;
  3. the parents;
  4. the siblings;
  5. other heirs.

The accountholder has the right to designate one or more beneficiaries among the beneficiaries named above in para. 1, letter b) note 2) and to specify their claims by submitting a written statement to UBS Fisca.

Details of persons pursuant to para. 1, letter b) note 2, to whose maintenance the accountholder contributed significantly, must be made known in writing to UBS Fisca.

The person who was living with the accountholder in a permanent domestic relationship pursuant to para. 1, letter b), note 2 must within one month of the accountholder's death provide UBS Fisca with written evidence of an uninterrupted permanent domestic relationship during the preceding five years.

The accountholder also has the right, by informing UBS Fisca in writing, to alter the order of beneficiaries as stated in para. 1, letter b) notes 3-5, and may specify their entitlements in more detail.

If the accountholder does not specify the claims of the beneficiaries, UBS Fisca shall divide the assets equally among the individuals if there are several beneficiaries in the same group.

## 9. Disbursement of retirement savings

The whole of the retirement savings, including units in the UBS (CH) Vita-invest investment fund, becomes payable upon receipt of reasons for termination or liquidation of the account as defined in sections 6 and 7 of the regulations.

With the end of the standard duration of the retirement savings agreement in accordance with section 6, the beneficiary is entitled, in accordance with section 8, to have UBS Fisca pay out the retirement savings and/or transfer the units in the UBS (CH) Vita-invest investment fund to a private custody account. The transfer of units in the UBS (CH) Vita-invest investment fund and/or the deposit of retirement savings to the UBS Fisca account is to take place in accordance with section 6.

For an early withdrawal as per section 7 – except for cases pursuant to section 7, b), f) and g) – the accountholder can choose whether to transfer to a private custody account the units in the UBS (CH) Vita-invest investment fund that UBS Fisca has acquired for the account of the accountholder or to redeem them.

The accountholder should give the relevant instructions together with the payment request.

In the case of early withdrawal as per section 7, para. 2, letters b), f) and g), UBS Fisca, generally gives the instructions to redeem the units in the UBS (CH) Vita-invest investment fund for the account of the accountholder within five working days of approving the payment request.

If the accountholder is married or living in a registered partnership, disbursements, as stipulated in section 7, letters c) - g), require the written consent of the spouse or his/her registered partner.

It is the responsibility of the accountholder and/or beneficiary to provide UBS Fisca with the prerequisite details for asserting the disbursement claim and to submit the necessary documents. UBS Fisca reserves the right to make any other enquiries.

In case of dispute as to the rightful beneficiary, UBS Fisca is authorized to deposit the balance of the retirement savings account in accordance with Art. 96 and 472 ff. of the Swiss Code of Obligations after a previous redemption of units in the UBS (CH) Vita-invest investment fund acquired for the account of the accountholder.

Disbursements of the retirement savings and/or the transfer of units in the UBS (CH) Vita-invest investment fund to a custody account must be reported, as prescribed by federal regulations on withholding tax. For disbursements that are subject to tax at source, this tax will be deducted from the disbursement amount.

## 10. Assignment, set-offs and pledging

Assignment, set-offs and/or pledging of the retirement savings are not possible prior to maturity. Nothing in the foregoing shall preclude:

- pledging as part of promoting home ownership;
- the retirement savings being completely or partially assigned if the marital property regime is dissolved through divorce, if the registered partnership is dissolved by the courts or other circumstances (except in the case of death).

## 11. Change of address and personal details

Changes in address and other personal data (in particular, marital status) of the accountholder are to be reported to UBS, which in turn will inform UBS Fisca. UBS Fisca and UBS will not accept responsibility for any consequences of insufficient, delayed or inaccurate information provided in relation to addresses or personal data.

The accountholder must ensure that contact between him/her and UBS Fisca is maintained. The accountholder may appoint a

trustworthy person for this purpose. This appointed person may be contacted by UBS Fisca if they can no longer contact the accountholder. If, despite investigations, contact can no longer be established with the accountholder, UBS Fisca implements the measures laid out in the guidelines of the Swiss Bankers Association regarding the handling of dormant assets.

**12. Notifications and statements**

All notifications and documentation directed by UBS Fisca to the accountholder are effected in writing and sent to the last correspondence address known to UBS.

Acting on behalf of UBS Fisca, UBS provides the accountholder with an annual statement of deposits (for tax purposes) as well as all other regular documentation.

**13. Verification of signatures and proof of identity**

The accountholder's identity is verified on the basis of the signature on the retirement savings agreement.

If any damage or loss occurs due to lack of authentication or fraud, then the pension fund member shall bear the loss, except in cases in which UBS Fisca or UBS acting on the Foundation's behalf did not follow customary due diligence.

**14. Correspondence of the accountholder**

All correspondence addressed by the accountholder to UBS Fisca is to be sent via UBS.

**15. Changes**

The Foundation Board reserves the right to change these regulations at any time. Such changes will be communicated in an appropriate manner and shall be considered as approved if no written objection is received within one month of their being announced.

An exception to this is any changes to the statutory provisions underlying the regulations.

**16. Changes to investment instructions in the event of fund mergers, liquidations or reorientations**

The pension fund foundation reserves the right to request that UBS change the accountholder's investment instructions automatically and free of charge when funds are merged, liquidated or reoriented if the accountholder fails to change the instructions himself or herself within the prescribed deadline.

**17. Fees**

UBS Fisca may set a management fee as compensation for the administration and management of retirement savings. Processing fees may be charged in the event of special effort being necessary, particularly in the case of an early withdrawal for the purposes of promoting home ownership.

**18. Entry into force of these regulations**

These regulations shall take effect from 1 June 2009 and supersede all previous regulations.