

Pension Regulations of the Pension Foundation 3a Digital with asset management by True Wealth AG

These Pension Regulations define the scope within which the Foundation implements tax-privileged tied individual pension provision (pillar 3a) within the meaning of Art. 82 BVG and the associated implementing provisions. They govern the legal relationship between the Pension Beneficiaries¹, who have appointed True Wealth AG as their asset manager, and the Foundation.

Art. 1 Purpose

The Foundation accepts pension assets within the meaning of Art. 82 BVG in order to invest and manage them as advantageously as possible. True Wealth AG has been mandated as asset manager.

Art. 2 Pension Agreement

In order to achieve this purpose, the Foundation shall conclude Pension Agreements with individual Pension Beneficiaries in accordance with these Pension Regulations and the relevant legal and statutory provisions. The Pension Agreement shall be deemed to have been concluded when the application is submitted to the Foundation by the Pension Beneficiary with an electronic signature or handwritten signature and the Foundation confirms acceptance of the application, either electronically or in writing.

Art. 3 Determination of deposits

The Pension Beneficiary is free to determine the time and amount of the payments into his pension savings account. The maximum annual tax-privileged amount is determined in accordance with Art. 7 para. 1 BVV 3 in conjunction with Art. 8 para. 1 BVG.

Excess contributions shall be refunded to the Pension Beneficiary exclusively in accordance with the certificate issued by the tax authorities. The Pension Beneficiary is not entitled to interest on the excess contributions; any negative interest may be applied.

In addition, he may transfer already existing pillar 3a assets from another recognised pension scheme.

Art. 4 Overview

Subject to a corresponding offer from the Foundation, the Pension Beneficiary has the following options within the scope of the legal provisions and these Pension Regulations:

- a) accumulation of savings and their interest;
- b) investment of part of his pension capital in securities offered by the Foundation;
- c) supplementing the Pension Agreement with risk insurance;
- d) use of the pension capital to finance owner-occupied residential property.

Art. 5 Account and custody account management

Within the scope of Art. 82 BVG and BVV 3, the Pension Beneficiary is entitled to make tax-privileged deposits in Swiss francs with the Foundation. With the deposits, the Pension Beneficiary acquires a pension entitlement vis-à-vis the Foundation. The Pension Beneficiary

¹ For better comprehensibility and readability, the masculine form is used. It refers to persons of any gender.

has no claim against the founder, True Wealth AG, the executive management used by the Foundation or its appointed custodian bank.

Within the meaning of Art. 5 BVV 3, the deposits are invested in the form of an account solution or, on the instructions of the Pension Beneficiary, in the form of securities savings. Account solution and securities savings may be combined. The deposits, the interest on the account solution and the securities of the securities savings constitute the pension assets after deduction of any fees and negative interest.

The deposits are in principle tax deductible in the calendar year in which they were credited to the correct account indicated by the Foundation. The deposits cannot be credited retroactively.

The pension assets shall be managed in such a way that they can be allocated to the individual Pension Beneficiaries. The Foundation has the right to transfer account and custody account management to the Basellandschaftliche Kantonalbank as the Foundation's custodian bank. The investments may be managed in collective accounts or custody accounts.

The interest paid by the Foundation is based on the usual market conditions for pillar 3a accounts. The Foundation has the right to adjust the interest rates at any time to the prevailing market conditions. The interest rate and interest calculation method are published on the True Wealth AG website or brought to the attention of the Pension Beneficiaries in another suitable manner. The Foundation is also entitled to apply negative interest rates.

For securities savings, the Pension Beneficiary can choose an individual investment strategy that corresponds to his risk profile. Details of the investment activity are set out in the Investment Regulations.

The Pension Beneficiary is obliged to promptly provide or submit to the Foundation the necessary declarations, documents and evidence so that the pension assets that have fallen due can be transferred as free capital to an ordinary account.

Art. 6 Supplementary insurance

If the Pension Beneficiary wishes to supplement his personal pension provision by taking out a risk insurance policy, the Foundation can arrange a corresponding insurance policy (death/disability) for him. The insurance policy and the general insurance conditions of the respective insurance company are authoritative for the risk insurance.

Art. 7 Financing of home ownership

Early withdrawal or pledging of pension capital for self-occupied residential property is permitted within the scope of the legal provisions (cf. Art. 6 para. 1 WEFV, Art. 4 para. 2 BVV 3). Lenders or creditors, in particular also True Wealth AG or the custodian bank, remain free in their decision on a loan of pension capital in every respect.

Art. 8 Survival or attainment of ordinary retirement age

In the event of survival, at the earliest five years before reaching the regular AHV retirement age, but in any case upon reaching this age, the Pension Beneficiary is entitled to payment of the entire pension capital including interest. In principle, an extension of the Pension Agreement beyond the attainment of the AHV entitlement is excluded. However, if the Pension Beneficiary proves that he is still gainfully employed, the withdrawal may be postponed until a maximum of five years after reaching the ordinary AHV retirement age. If the Foundation does not have a clear instruction from the Pension Beneficiary for payment at that time, it is entitled to make payment in such a way that it transfers the credit balance in favour of the Pension

Beneficiary to an ordinary portfolio managed by True Wealth AG at the Foundation's custodian bank.

The Foundation has the right to sell any securities within a reasonable period of time before termination or at the time of termination.

The pension assets are to be withdrawn as capital in Swiss francs. Securities cannot be redeemed.

Art. 9 Death or disability

The pension capital becomes due upon the death of the Pension Beneficiary. An early payment of the pension benefit is permissible, if the Pension Beneficiary is entitled to receive a full pension from the Federal Disability Insurance and the disability risk is not insured within the scope of the tied pension within the meaning of Art. 82 BVG. With regard to the payment of any benefits from risk insurance, the provisions of the corresponding insurance contract shall apply.

Art. 10 Beneficiaries in the event of death

In the event of the death of the Pension Beneficiary, the following persons shall be entitled to the pension capital, whereby - subject to the provision of paragraph 3 hereafter - the existence of beneficiaries from a preceding category shall exclude the respective subsequent ones:

- a) the surviving spouse or the surviving registered partner;
- b) the direct descendants as well as the natural persons, who were supported to a considerable extent by the deceased person, or the person, who has lived with the deceased person continuously for the last five years up to his/her death or who is responsible for the maintenance of one or more joint children;
- c) the parents;
- d) the siblings;
- e) the remaining heirs.

The Pension Beneficiary may, by written notification to the Foundation, designate one or more beneficiaries among the beneficiaries referred to in paragraph 1 lit. b and specify their entitlements in more detail.

The Pension Beneficiary has the right to change the order of beneficiaries in accordance with paragraph 1 lit. c to e and to specify the extent of the individual claims of these persons in more detail by notifying the Foundation in writing.

The Foundation shall pay benefits with discharging effect to those persons, who are identified as beneficiaries in these Pension Regulations or in any notifications from the Pension Beneficiary to the Foundation. If several persons are beneficiaries and the shares to which they are entitled are not specified in more detail, the distribution shall be made among several beneficiaries of the same category in equal shares.

Art. 11 Termination of the Pension Agreement, early withdrawal

The termination of a Pension Agreement with simultaneous withdrawal of the pension capital is only permissible in the cases mentioned in Art. 7 and 8, if the Pension Beneficiary

- a) leaves Switzerland permanently;
- b) takes up self-employment and is no longer subject to the compulsory occupational pension scheme;

- (c) gives up his previous self-employed activity and takes up a different type of self-employed activity; or
- d) the pension assets are used to buy into another tax-exempt pension institution or another recognised form of pension scheme.

In addition, the pension capital can be withdrawn in full or in part, if the pension relationship is terminated or changed for:

- e) acquisition and construction of residential property for own use;
- f) participations in residential property for own use;
- g) repayment of mortgage loans on residential property for own use.

Such an early withdrawal according to lit. e to g may be claimed every five years. In the case of married beneficiaries or beneficiaries living in a registered partnership, such an early payment of the pension benefit in accordance with lit. a to c and e to g is only permissible, if the spouse or the registered partner agrees in writing. Pursuant to Art. 4 para. 3 BVV 3, claims to pension benefits may be assigned in whole or in part to the spouse by the Pension Beneficiary or awarded by the court, if the matrimonial estate is dissolved other than by death. Apart from that, pension capital cannot be withdrawn or assigned prematurely.

A notice period of three months applies.

Art. 12 Administrative costs, processing fees

The Foundation is entitled to charge the Pension Beneficiary administrative costs and processing fees. In particular, the Foundation is entitled to charge fees that deviate from the standard rate, if the Pension Beneficiary does not use the electronic forms provided for notifications and business transactions. These deviating fees are set out in the cost regulations (extraordinary administrative expenses).

The administrative costs and processing fees shall be determined by the Foundation Council and recorded in a resolution. The Foundation is entitled to change, supplement or repeal the administrative costs and processing fees at any time. The amount of the costs or any changes thereto shall be brought to the attention of the Pension Beneficiaries. The Foundation Council shall ensure that the legal information rights of the Pension Beneficiaries are respected.

Art. 13 Documentation, accountability and information obligations

The Pension Foundation 3a Digital complies with Swiss documentation, accountability and information obligations. Any additional documentation or reporting obligations imposed by foreign authorities relate exclusively to the respective Pension Beneficiary, for which the Foundation is not liable and does not offer any services.

Art. 14 Tax statement, statements for Pension Beneficiaries

The Foundation shall draw up an annual statement of assets to the attention of the Pension Beneficiary and a confirmation for tax purposes to the attention of the tax authorities.

Art. 15 Tax reporting obligation

The Foundation must report the payment of pension capital to the tax authorities, if required to do so by law or by federal or cantonal official orders. If the Pension Beneficiary is domiciled abroad at the time he submits a request for termination, the Foundation is obliged to deduct the withholding tax.

Art. 16 Data maintenance and data protection

The Pension Beneficiary agrees that the custodian bank appointed by the Foundation and third parties mandated by the Foundation (e.g. True Wealth AG) may obtain knowledge of his data to the extent necessary for the performance of their duties. The Pension Beneficiary agrees that the custodian bank appointed by the Foundation and third parties mandated by the Foundation may process the personal data and person-related data, of which they become aware in the course of the tasks delegated to them, within the scope of the data protection legal requirements and the data protection declarations. The third parties mandated by the Foundation may involve third-party providers (outsourcing). The Pension Beneficiary also agrees that the custodian bank appointed by the Foundation and third parties mandated by the Foundation and, if applicable, third-party providers may exchange data and information with each other for the purpose of fulfilling their tasks. Furthermore, the Pension Beneficiary acknowledges that the Foundation may be obliged by law to provide information to eligible third parties.

The Pension Beneficiary shall keep his documents and means of identification such as cards, passwords or codes in a safe place and shall take all precautions to prevent unauthorised persons from accessing them. In the case of orders, he shall observe all precautionary measures that reduce the risk of misuse or fraud. Damages resulting from a breach of these duties of care shall be borne by the Pension Beneficiary.

The Foundation or True Wealth AG shall verify the credentials to the extent customary in business and shall take appropriate measures to detect and prevent abuses and fraud.

Communication between the Foundation, the executive management or True Wealth AG and the Pension Beneficiary as well as with authorised third parties via encrypted or unencrypted electronic media such as e-banking, telephone, fax, mobile phone, SMS, e-mail, chat, social media, applications for mobile devices or other internet-based platforms, regardless of whether the communication is made from or via Switzerland or abroad, is permitted. The mentioned parties are authorised to use all the aforementioned contact channels indicated by the Pension Beneficiary to the Foundation.

The Foundation, custodian bank and third parties mandated by the Foundation have the right to process the Pension Beneficiary's data, regardless of whether this is done in Switzerland or abroad.

The Pension Beneficiary is aware that the Foundation is not subject to bank client confidentiality.

The Foundation is entitled to keep contracts, deeds and other documents exclusively in electronic form.

The Pension Beneficiary must make complaints regarding the execution or non-execution of orders as well as complaints regarding account or custody account statements and other notifications in writing promptly after receipt of the corresponding notification, but within one month at the latest. Complaints not made in time by the Pension Beneficiary may result in the Pension Beneficiary breaching his duty to mitigate loss and having to bear the resulting loss himself.

Art. 17 Changes of address, notifications, change of tax status, reduction of benefits

The Pension Beneficiary shall inform the Foundation promptly, in the electronic form provided via the platform made available by True Wealth AG, of any changes to the information provided

to the Foundation, such as name, marital status, address, domicile, nationality, telephone number, mobile telephone number, e-mail address, deduction entitlement or tax status. Furthermore, the Pension Beneficiary must inform the Foundation of any changes in tax status, in particular with regard to qualification as a US person or non-US person. The Foundation shall not be liable for the consequences of insufficient, late or inaccurate information. Notifications from the Foundation shall be deemed to have been made, when they have been sent to the last contact details provided by the Pension Beneficiary.

If contact with the Pension Beneficiary is broken off, the pension relationship shall in principle be continued. The Foundation has the right to report pension assets that have become contactless like bank assets that have become contactless to the competent authorities or to publish them in the Swiss Official Gazette of Commerce. If the Foundation's contact efforts prove fruitless, the pension assets shall become free Foundation assets ten years after reaching the ordinary AHV retirement age. Mandatory legal provisions remain reserved.

Communications from the Foundation to the Pension Beneficiary shall be deemed to have been made in due form, if they are provided via the Pension Beneficiary's user account with True Wealth AG. Notifications to the Foundation shall in principle be made in electronic form via the platform of True Wealth AG. If necessary, notifications may also be made by e-mail or by post.

The Foundation shall reduce or refuse the benefit to a beneficiary, if it becomes aware that the beneficiary intentionally caused the death of the Pension Beneficiary.

Art. 18 Applicable law and place of jurisdiction

The legal relationship between the Pension Beneficiary and the Foundation shall be governed by Swiss substantive law to the exclusion of its conflict of laws rules. The place of jurisdiction shall be as stipulated by the mandatory statutory provisions. Insofar as such provisions do not apply, the exclusive place of jurisdiction for all types of proceedings shall be Liestal, as shall the place of performance and the place of debt collection. However, the Foundation has the right to take legal action against the Pension Beneficiary before any other competent court.

Art. 19 Entry into force, amendments to the Pension Regulations, prevailing language

These Pension Regulations come into force on 16.08.2022. Mandatory provisions of laws and ordinances take precedence over conflicting provisions of these Pension Regulations and the Pension Agreement. The relevant legal provisions on which these Pension Regulations are based are subject to change and shall also apply to these Pension Regulations from the date on which they come into force. Where these Pension Regulations do not contain any provisions, the legal provisions shall apply.

The Foundation reserves the right to amend these Pension Regulations at any time. The Pension Beneficiary shall be notified of such amendments. They shall be legally effective without further ado, insofar as they are based on a statutory or official order. Other amendments shall become binding on the Pension Beneficiary, if he does not exercise his right of free movement within three months of notification.

German is the legally binding language for the Pension Regulations.

Basel, 16.08.2022

The Foundation Council