

CONTRACTUAL PROVISIONS

(valid from January 1, 2020)

§ 1 Investment principles

APK Vorsorgekasse AG (hereinafter APK) is obliged to conduct its investment activities in the interest of the prospective beneficiaries. Security, profitability, adequate liquid resources and an appropriate mix and spread of assets are of paramount importance.

§ 2 Terminating an enrolment contract and changing corporate staff and self-employment provision funds

- (1) Any notice to terminate the enrolment contract is legally effective only on condition that the transfer of the accrued entitlement capital to another corporate staff and self-employment provision fund has been safeguarded. Written confirmation of this has to be provided to APK by the corporate staff and self-employment provision fund taking over the agenda. Any notice to terminate, or termination of, the enrolment contract by mutual consent can only be legally valid if it jointly encompasses all future beneficiaries covered by this enrolment contract in a valid employer-employee relationship.
- (2) Any notice to terminate the enrolment contract, or termination of the enrolment contract by mutual consent, can only take effect as of the APK balance sheet date. The notice period for termination of the enrolment contract is six months. The earliest date for the termination of the enrolment contract by mutual consent to take effect is the APK balance sheet date that falls at least three months after the agreement to terminate the enrolment contract by mutual consent.
- (3) Transfer of the accrued capital to the new corporate staff and self-employment provision fund must be effected within five bank working days following the end of the second month after the APK balance sheet date. Any sums that are part such severance pay entitlements, which may have come to light after this transfer, must immediately be transferred, as supplementary transfer sums, to the new corporate staff and self-employment provision fund.

§ 3 Administrative fee

- (1) The administrative fee amounts to 1.3% of gross contributions. The amount charged by the Main Association of Austrian Social Security Institutions and other social insurance carriers for providing data is included in this administrative fee.
- (2) For its investment activities, APK receives an annual remuneration dependent on the the duration of contributions: for the first 15 years of contribution payment this amounts to 0.6%, and from the 16th year onward to 0.5% of the accrued capital, which is calculated on the basis of end-of-month sums and debited pro rate every month by the custodian bank. Any cash expenses charged by the custodian bank (e.g., bank charges, custodian bank fees) are met by APK.
- (3) The transfer of an accrued severance pay entitlement from APK to another staff and self-employment provision fund, as well the payment of the accrued severance pay entitlements by the transferring, receiving or disbursing staff and self-employment fund carry no administrative fees. Any cash expenses arising from the process of transfer or disbursement, and any cash expenses charged by third parties, such as bank charges, postal remittance fees et alia, may however be billed and withheld.
- (4) The fees charged by the respective health insurance carrier for collecting and transferring contributions count as chargeable cash expenses. In accordance with Section 26, paragraph 5, BMSVG (Corporate Staff and Self-employment Provision Act), they are calculated as a percentage of the contributions collected.

§ 4 Specific provisions applying to attorneys at law in accordance with Section 70, BMSVG (Corporate Staff and Self-employment Provision Act).

The administrative charges covering collection, investment and administration of the contributions payable by attorneys at law (Section 64, paragraph 8, sentence 2, BMSVG – Corporate Staff and Self-employment Provision Act) are to be set out in a framework agreement between the Austrian Bar Association and APK.

§ 5 Duty to notify and cooperate

The data requested for completing your application form are a mandatory requirement for concluding and for continually administering the contract. The applicant, employer or independent contractor, is liable for providing comprehensive and factually correct information and is obligated to inform APK truthfully and in good time with regard to any significant circumstances impacting on the contractual relationship, on the administration of the pension expectancy as well as on the assessment of any disbursement entitlements. Above all s/he must, without being requested, disclose immediately any changes to the power of representation, the person of the beneficial owner, the company domicile, contribution account numbers, the dissolution or merger of his/her company. Further, the contractual partner of APK must, if requested by it, furnish information about the type and date of termination of a contribution period, and give person-related details of prospective beneficiaries.

§ 6 Disclaimer

- (1) APK conducts its business operations on the basis of the data supplied to it by the respective health insurance carriers, or the Main Association of Austrian Social Security Institutions, and cannot be held liable for any errors, erroneous transfers, legal disputes, etc. occurring prior to the administrative remit of APK. In particular, APK is not obligated to check the master data, reasons for termination, or the accuracy, amount or timeliness of contributions as supplied.
- (2) By analogy, paragraph 1 is also applicable to the transfer of previously accrued entitlements pursuant to Section 47, BMSVG (Corporate Staff and Self-employment Provision Act).

§ 7 General contractual provisions

- (1) Any necessary amendments to this contract will be brought to the attention of the contracting party in writing and will, subject to his/her agreement, become a constituent part of this contract.
- (2) Invalidity of one provision does not entail invalidity of the entire contract, and it has to be replaced with a provision that comes as close to the invalid provision economically as possible. Any items not expressly laid down are subject to the respective Austrian statutory regulations, especially the BMSVG (Corporate Staff and Self-employment Provision Act).
- (3) For any legal disputes arising from this contract, the jurisdiction of the court in Vienna with jurisdiction over the specific subject matter is agreed, unless compulsory statutory regulations demand otherwise.
- (4) Statutory regulations are applicable in their respective current wording.
- (5) Any regulations issued by the Financial Services Supervisory Authority, the Federal Ministry of Finance or other entities, and applicable to provisions set out in this contract, act on this contract accordingly.

Investor Compensation

As an Austrian bank, APK is subject to the provisions of the Austrian Investor Compensation Scheme (Sections 93ff, BWG – Banking Industry Act) in their entirety, and it is a member of the statutory protection scheme of banks and bankers. Individual severance pay entitlements, or self-employed pension provision entitlements, are secured up to a maximum amount of € 20,000.

Information on Data Protection

- (1) In the fulfilment of this contract, APK is the controller as defined in the Data Protection Act (DPA) and the General Data Protection Regulation (GDPR), VO[EU] 2016/679.
- (2) The subject of this contract is, on the one hand, the financing of severance pay entitlements by the employer, and on the other hand, the operation of a corporate staff and self-employment provision fund as defined in the Corporate Staff and Self-employment Provision Act by APK. To this end, the personal data required are obtained by the employer and forwarded to APK via the respective social security carriers, and the Main Association of Austrian Social Security Carriers, to enable APK to fulfil its tasks.
- (3) APK undertakes to process, or make use of, data or data processing results strictly within the remit of the obligations assumed pursuant to the Corporate Staff and Self-employment Provision Act. Should APK be asked by the authorities to surrender any data relating to the employer or prospective beneficiaries, it will – provided this is permitted by law – immediately inform the employer and the prospective beneficiaries of this fact.
- (4) APK declares that it has bound all individuals tasked with processing personal data to strict confidentiality before they start on their assignment in accordance with Section 6, Data Protection Act. APK will conscientiously and meticulously comply with all obligations of a controller in accordance with the data protection regulations in force in Austria, especially GDPR and the Data Protection Act.
- (5) APK will delete all personal data transferred to it, or generated by it, on expiry of the respective statutory periods and terms.
- (6) APK makes use of the services of processors to the extent that they facilitate the tasks to be performed in agreement with the Corporate Staff and Self-employment Provision Act, and as long as this does not entail any increased risk to the rights and freedoms of the natural person/s concerned. In this, all requisite measures are taken to ensure that the respective processor assumes the same obligations as are applicable to APK in accordance with the Corporate Staff and Self-employment Provision Act. In the event of a processor not meeting his/her mandatory data protection obligations, APK is liable to the employer for any non-compliance with obligations on the part of its processor.
- (7) APK is subject to the provisions of the Financial Markets Anti-Money Laundering Act and is, therefore, obligated to process personal data also for purposes of preventing money laundering and terrorist financing. The data obtained are processed and retained for as long as is deemed necessary for discharging the statutory duty of care to prevent money laundering and terrorism financing.
- (8) On expiry of a five-year data retention period subsequent to the termination of a business relationship, APK is obliged to delete all personal data it has processed or stored in express compliance with the Financial Markets Anti-Money Laundering Act for the purpose of preventing money laundering and terrorist financing, unless additional legal provisions require, or entitle to, an extended period of retention, or the Financial Markets Supervisory Authority has issued an ordinance requiring extended periods of data retention.

Note on data protection

Pursuant to Article 13, GDPR, the employer is obligated to provide appropriate information to his/her employees, especially about the fact that any automated gathering and processing of their employer-related and personal data by the employer – as well as the transfer of such data to be processed either by APK or by a processor as defined in the Data Protection Act or the GDPR for the purpose of administering and verifying severance pay entitlements and severance payments – are mandatory and, hence, will be implemented accordingly. The employer may be required to provide proof of the provision of such information if necessary.