

Underwriting

To be completed by the employer

1. Employer

Company _____
Street/no. _____ Postcode/place _____

2. Broker

Broker/intermediary _____ (enclose broker mandate)
Street/no. _____ Postcode/place _____

3. ProfondConnect access

We agree to use the ProfondConnect corporate portal. We have read the enclosed ProfondConnect Terms of Use and confirm that we agree to them.

We further confirm that the person listed below may report changes in staffing with legally binding effect to Profond.

3.1 Main contact at the employer

This person automatically receives the activation code to log into the ProfondConnect company portal. This person can register additional users or delete or deactivate users on their own initiative.

Surname/First name _____ Position _____
E-mail _____ Direct dial _____

3.2 Access to the ProfondConnect corporate portal by the broker

You can give the main contact person for your broker access to the ProfondConnect corporate portal. This allows your broker to view data in ProfondConnect and make adjustments for you. Would you like to grant this authorisation/these authorisations to your broker?

- ☐ Yes, we would like the following access for our broker:
- ☐ Management of insured persons (e.g. a change of address or salary, notification of unpaid leave, retirement, incapacity to work, etc.)
 - ☐ Invoices and payment documents (e.g. to view invoices and payment documents)
 - ☐ User administration (the recording, deletion and blocking of users, incl. adjustment of access rights) including management of insured persons as well as invoices and payment documents
- ☐ No, we carry out all of our tasks independently and do not wish our broker to have access to the ProfondConnect corporate portal.

4. Previous insurer

Do you have a previous insurer?

- ☐ Yes If yes, please go to Point 4.1
☐ No If no, please explain: ☐ Start-up ☐ No BVG obligation

4.1 Current pension solution

Insurer/foundation _____ Contract number _____
End of contract _____ Contract terminated as of _____
Contact person at the previous insurer:
Surname/First name _____ E-mail _____

4.2 Other pension solutions

Do you have any other pension solutions with other pension funds after affiliation with Profond?

- ☐ No
- ☐ Yes, this relates to an additional pension (supplementary cover)
- ☐ Yes, this relates to a basic pension provision (basic cover)

5. a) Collective sickness benefit insurance

Does a collective sickness benefit insurance with cover of at least 80 per cent of the insured annual salary exist for 720 days with full cover (BVG-coordinated)?

- ☐ No
- ☐ Yes

If yes, please specify with which company:

Insurance company _____ Policy no. _____

5. b) Accident insurance

Your accident insurance provider:

Insurance company _____ Policy no. _____

6. Pending cases of incapacity for work

Are there any long-term cases of incapacity for work (> 6 months) pending at this point in time? ☐ Yes ☐ No

If so, please let us know how many: _____

Confirmation

By signing, we confirm the accuracy and completeness of the information provided and agree to the enclosed terms of use of the ProfondConnect corporate portal.

Place, date

Legally valid (collective) signature(s) according to the commercial register



Documents

Please enclose the broker mandate, if you have not submitted it already.

Terms of Use ProfondConnect

Preamble

ProfondConnect is a digital platform. Employers and Profond use ProfondConnect to send electronic messages of all kinds and to implement occupational retirement benefits.

The rights and obligations of employers and Profond are governed by the Affiliation Agreement, the Profond regulations and the regulations governing occupational retirement benefits.

These Terms of Use govern the conditions, rights and obligations that the affiliated companies must observe when using ProfondConnect.

Scope of application

In particular, the following functions are available to the employer in ProfondConnect:

- Receive/read notifications from Profond (incl. invoices, etc.)
- Generate contribution evaluations
- Make salary changes during the year (entire portfolio)
- Submit salary report at the beginning of the year
- Insured person management, i.e. information on all relevant employee information and the possibility to amend it, including recording of entries and terminations
- Perform contribution calculations (e.g. for new employees)
- Contact form

If the employer does not use ProfondConnect or only partially, Profond may claim any costs for extraordinary expenses. The employer undertakes to pay these costs invoiced by Profond.

The employer agrees that Profond will only communicate with the employer via ProfondConnect, even if messages from the employer are sent to Profond by other means. Profond also has the right to physically deliver documents to the employer at the last address provided by the employer if Profond considers physical delivery to be more appropriate.

The employer accepts that the functions and the Terms of Use of ProfondConnect can be amended and adjusted by Profond at any time. Profond shall inform the employer of such amendments in an appropriate manner. The amended Terms of Use shall be deemed to have been approved unless the employer objects to them in writing within one month.

Employer obligations

It is the responsibility of the employer to create the technical requirements for the use of ProfondConnect in accordance with Profond's requirements.

For this purpose, the employer shall inform Profond of the person who is to have access to ProfondConnect (hereinafter "Users of ProfondConnect"). The person designated by the employer may, in turn, grant access to other persons. The employer bears sole responsibility for compliance with data protection regulations by these authorised persons. The employer shall ensure that the users of ProfondConnect have the appropriate authorisations and powers of attorney for their actions in favour of the employer. If this authorisation ceases to exist, the employer will deregister the users concerned.

Access to the use of ProfondConnect is granted by the following proof of authorisation:

User login + password + SMS passcode

Anyone providing such proof of authorisation will be deemed to have identified themselves vis à vis Profond to use ProfondConnect.

The users of ProfondConnect are obliged to use a sufficiently secure password, to keep the password secret, to keep it carefully and to change it regularly so that unauthorised third parties do not have access to ProfondConnect. Users' IT infrastructure must be protected against unauthorised access and misuse by third parties. In the event of loss of username and/or password or suspicion of unauthorised access or misuse, the users of ProfondConnect must immediately notify the employer and Profond and change the password.

The use of ProfondConnect in a manner that violates the applicable law (e.g. hacking, spying on third-party data and passwords) is prohibited.

The employer acknowledges that when ProfondConnect is used, all operations that are triggered using a valid proof of authorisation will be carried out. The employer is responsible for the data and actions entered or undertaken by the users in ProfondConnect.

Profond's obligations

Profond shall provide the employer with all information on ProfondConnect applying the customary care. This excludes information that is physically delivered to the employer for legal or other reasons. Profond excludes any further warranty or liability for data accuracy, completeness or timeliness.

The information and data available on ProfondConnect are transmitted via an open, generally accessible network. When data is transmitted over this network, data may be transmitted across borders, even if the sender and recipient are in Switzerland.

Profond ensures the highest possible availability of ProfondConnect and ensures its maintenance and operation with the customary care. Profond can neither guarantee malfunction-free nor uninterrupted access to ProfondConnect at all times. Availability may be limited, especially during maintenance periods. Insofar as Profond has exercised the care customary in the business, Profond cannot be held liable for any losses incurred by the employer in the event of malfunctions or interruptions.

Profond may contract with third parties for technical processing. Profond remains bound by its obligations under the applicable regulations and these Terms of Use and must ensure that any third party involved is bound by the corresponding obligations (with regard to data protection and confidentiality, see below).

If you have any insurance-related questions, please email your contact person at Profond. For technical matters, please contact us at info@profond.ch.

Data protection

When processing the personal data of insured persons, Profond shall comply with the statutory provisions (Art. 85a–87 BVG and the DSG). Detailed information on data protection can be found at profond.ch/en/data-protection-and-privacy.

General provisions

Duration

These Terms of Use shall apply for the duration of the employer's affiliation with Profond. Profond has the right to exclude the employer from using ProfondConnect if the employer no longer guarantees the technical requirements for using ProfondConnect and/or no longer fulfils its obligations under these Terms of Use. This shall not affect the rights and obligations of Profond and the employer in accordance with the relevant legal provisions.

Administration costs

The costs of using ProfondConnect are included in the administration costs.

Applicability

The parties are bound by their obligations under regulations relating to occupational retirement benefits and the Data Protection Act. This includes, in particular, the obligation of confidentiality, the data protection of the parties as well as the employer's cooperation and reporting obligations.

Liability

The liability of the parties is governed by the corresponding legal standards and the contractual provisions (affiliation agreement and regulations of Profond).

Amendments

Profond reserves the right to amend these Terms of Use at any time. Amendments will be notified to the employer in an appropriate manner.

Partial invalidity

Should parts of these Terms of Use be invalid, the validity of the remaining provisions shall not be affected. The invalid provisions are replaced by a provision that comes as close as possible to the intended purpose. In that event, the Terms of Use shall be interpreted in such a way as they can continue to achieve the purpose intended by both parties.