RULES

Hitachi Group Supplementary Insurance Plan

Valid from 1 January 2023

Contents

The original German text is legally binding.

General provisions

1. Name and purpose

1.1 Under the name Hitachi Group Supplementary Insurance Plan there exists a trust within the meaning of art. 80 ff of the Swiss Civil Code and art. 331 ff of the Swiss Federal Code of Obligations.

1.2 The purpose of the trust ("the Plan") is to provide pension cover for the employees (and their dependents and survivors) of Hitachi Energy Switzerland Ltd. economically or financially closely associated companies can affiliate themselves to the Plan via written contract. The Plan offers protection against the economic consequences of old age, death or disability for salary components that exceed 4.5 times the maximum individual AHV retirement pension.

1.3 To cover the risks of death and disability, the Foundation shall take out a collective life assurance policy with a supervised insurance company. The Foundation is authorised to provide the insurance company with the data and information on members and pensioners necessary for the fulfilment of the insurance contract.

2. Definitions

2.1 The pronouns "he", "she" and their inflections as appear in these rules refer equally to persons of the other sex.

2.2 Terms used in these rules:

a) **Plan:** The Hitachi Group Supplementary Insurance Plan in Baden
b) **Company:** Hitachi Energy Switzerland Ltd and all companies and institutions affiliated to the Plan
c) **Active members:** All employees of the company who are insured in accordance with the present rules
d) **Age of retirement:** Age at the time of retirement after 58th birthday
e) **Statutory retirement age:** First day of the month after completing the 65th year of age
f) **BVG:** Switzerland's Federal Law on Occupational Retirement, Survivors' and Disability Benefit Plans
g) **BVG age:** The difference between the current calendar year and the year of birth
h) **Children eligible to receive a pension ("eligible children"):** Children up to their 18th birthday; or if they are still in formal schooling or have been declared to be at least 70% disabled, up to their 25th birthday. Foster children who are supported by the member are treated as the member's own children.
i) **Registered partnership:** Members living in a registered partnership in accordance with art. 2 of the Swiss Federal Law on the Registration of Partnerships of 18 June 2004 (Partner¬ ship Law) have the same rights and obligations under these rules as married members. For the sake of conciseness, the terms "married member" and "spouse" are used in these rules.
j) **FZG:** Swiss Federal Law on Vested Benefits in Occupational Old Age, Survivors' and Disability Benefit Plans
k) **FZV:** Swiss Ordinance on Vested Benefits in Occupational Old Age, Survivors' and Disability Benefit Plans

3. Membership

3.1 Membership of the Plan is mandatory for employees of the company whose 13 monthly salaries exceed the entry threshold. The entry threshold corresponds to 450% of the maximum basic AHV retirement pension (limits of the guarantee fund).

3.2 Not admitted to the Plan are employees:

- who do not (or will foreseeably not continuously) work in Switzerland and are sufficiently insured abroad, provided they apply for exemption from joining the Plan (subject to the provisions of the EU/EFTA Agreement on the Free Movement of Persons
- who when commencing have passed the statutory retirement age
- who are at least 70% disabled or are subject to continued insurance on a provisional basis pursuant to art. 26a BVG

3.3 If recipients of retirement benefits are reemployed by the company, they must join the Plan as an active member, providing they meet the conditions laid down in paragraph 3.1 if recipients of retirement benefits are reemployed by the company, they must join the Plan as an active member, providing they meet the conditions laid down in paragraph 3.1.

3.4 Members who are partially incapacitated for work upon joining the Plan are insured for the portion consistent with their degree of capacity for work and level of employment.

3.5 With the express permission of the Board of Trustees, members resident outside Switzerland may on request also remain in the Plan for a maximum of 24 months if, and as long as, they have an established employment relationship with a foreign subsidiary of Hitachi Energy and are subject to the AHV obligation.

4. Start and end of membership

4.1 Subject to the medical examination according to paragraph 4.2, membership starts when the conditions of paragraph 3.1 are satisfied, but not earlier than BVG age 18.

4.2 The Foundation may request that members submit a written declaration regarding their health situation when joining the Foundation. In this case, the administration shall send a health questionnaire to the respective members within 20 working days of receipt of the employer's notification of entry. In addition, members must confirm in the written declaration that they are prepared to undergo a medical examination by the Foundation's appointed medical examiner if required to do so by the Foundation. If the member refuses to submit a written declaration or to undergo a medical examination, in the event of death or disability only the accrued savings capital shall be due.

Within six months of receipt of the fully completed questionnaire, the member will receive written confirmation if there is no reason for a health reservation. Any reservations and their duration will be notified to the member in writing immediately after clarification of the facts, but no later than six months after receipt of the documents necessary for the examination of the facts. They are limited to the health impairments determined by the medical examiner. Until the time of notification that there is no reason for reservation or of notification of a reservation, there is no entitlement to benefits. A benefits reservation may apply for a maximum of five years. The non-mandatory benefits acquired with contributed vested benefits are affected by a possible health reservation only to the extent that a benefits reservation already existed whose validity period of a maximum of 5 years has not yet expired. The member shall be notified of the health reservation. If, within the reservation period, the health problems named in the benefits reservation lead to the member's death or to incapacity for work causing disability or death, there is no entitlement to death benefits to the extent mentioned above and no entitlement to disability benefits during the entire period of disability.

If the Pension Fund finds that the written health declaration contains incorrect or incomplete information (= violation of the notification duty), the Pension Fund may terminate the pension agreement within a period of three months after gaining knowledge of the violation of the notification duty. As a result, no disability or death benefits will be paid for the entire term of the benefits (including entitlement to future survivors' benefits). Contributions already paid will not be refunded.

In the case of an increase in members' pension benefits, the Foundation may request a health declaration or a medical examination for the additional benefits to be insured.

4.3 Insurance ends upon termination of the employment relationship unless insurance cover continues within the meaning of paragraph 3.5. The risks of death and disability remain insured for one month after employment ends unless a new pension scheme has been joined.

5. Insured salary

5.1 The insured salary for retirement savings is that part of the 13 monthly salaries in excess of the entry threshold, plus 50% of the maximum bonus, up to the statutory maximum amount (2,550% of the maximum basic AHV retirement pension). For external members pursuant to paragraph 3.5, insurance of bonus components is excluded.

5.2 The insured salary for the risks of death and disability is that part of the 13 monthly salaries in excess of the entry threshold, regardless of any bonus component. It is limited to the statutory maximum amount.

5.3 If the members' salary is reduced for reasons other than partial disability, the previous insured salary may continue to apply with the company's consent and in compliance with art. 33a BVG, provided the full contribution payments under paragraph 22.1 and 22.2 are maintained.

5.4 If the entry threshold is raised without a corresponding rise in salary, the insured salary will be reduced. If as a result of raising the entry threshold there is no longer any insured salary, insurance cover will be suspended, though the existing savings capital will continue to accrue. At the member's request, the available savings capital will be transferred to the Pension Fund.

5.5 Active members whose relevant annual salary declines between the age of 58 and the statutory retirement age may request continued insurance of the previous insured salary if the following conditions apply:

a) The period of notification applying to continued insurance is six months.
b) The decline may not exceed 50%.
c) The member is responsible for the total contributions (company's and member's share, savings and risk contributions) pertaining to the continuously insured portion of the salary.
d) Continued insurance ends upon the member's written application and no later than at the statutory retirement age.

6. Savings capital and savings credits

6.1 Individual retirement accounts showing the savings capital are kept for all active members. The savings capital consists of the deposits less the withdrawals, the savings credits and the respective yield of the investment strategy selected by the member.

6.2 The annual savings credits are calculated on the basis of the insured salary and the member's age according to one of the contributions tables in Appendix I.

6.3 The savings capital is equal to the current value of the investments and the capital not yet invested. There is no guarantee of performance or preservation of capital. No interest is paid on capital that has not been invested; the right to charge any negative interest is reserved. The relevant yield corresponds to the yield of the investment strategy chosen by the member less the corresponding investment costs, and is credited monthly to the retirement account. Savings credits are included in the yield calculation as of the following month.

6.4 The Foundation does not issue any guarantees regarding either yield or capital for the investment strategies offered. Until a claim for termination or pension benefits arises, the reported savings capital represents no more than an entitlement whose amount may increase or decrease at any time. According to these rules, the savings capital available at the time when a claim for termination or pension benefits arises is decisive.

Options

7. Choice of contribution plan

7.1 Members may choose between three different contribution plans. The three plans differ with regard to the members' savings contributions. The employer's contributions are the same in all three plans. Details regarding the contribution plans are set out in Appendix I.

7.2 Upon joining, members must decide on a contribution plan within a period of 30 days. Where no plan is specified by the member, the Standard contributions table automatically applies.

7.3 After joining the Plan, members may change to a different contribution plan as of the 1st of each month. Retroactive changes are not possible.

8. Choice of investment strategy

8.1 Members and recipients of a disability pension may choose from several investment strategies. The entire savings capital must be invested in a single investment strategy; it is not possible to allocate the capital into several strategies. The investment decision remains valid until revoked by the member. If no decision is made, the capital is automatically invested in the money market investment strategy (= low-risk investment strategy). Changes of investment strategy may be carried out at the end of each month and are valid until the next change, but at least for the entire month following the change.

8.2 Information on the investment strategies can be found in Appendix IV. The Board of Trustees may change the investment strategies at any time by notification of the members and recipients of a disability pension concerned. Furthermore, the Foundation may inform the respective members and recipients of a disability pension of further details regarding the investment strategies at any time.

8.3 Members and recipients of a disability pension are provided with password-protected access to an electronic platform where they can view their main pension parameters and make investment decisions. All communications on this platform that are made by the Foundation to members and recipients of a disability pension and vice versa are deemed to have been made in writing and are binding.

Benefits provided by the Plan

Retirement benefits

9. Retirement capital

9.1 Retirement at statutory retirement age

A member is entitled to retirement benefits when employment ceases on reaching the age of 58, but no later than on reaching statutory retirement age; members drawing a disability pension are entitled to retirement benefits on reaching statutory retirement age. Notice of retirement must be given at least six months in advance. Retirement benefits are disbursed in the form of a capital payment. The amount of the retirement capital is equal to the savings capital on the savings account accrued upon retirement.

On drawing the retirement benefits in the form of capital, all claims on the Plan expire. In the case of married members, the request for disbursement of the capital must be countersigned by the spouse and notarised. Where buy-ins have been effected, the resulting benefits may not be drawn from the Plan in the form of capital in the subsequent three years. Where buy-ins were effected within three years of retirement, the vested benefit in the amount of no more than these buy-ins is transferred to a vested benefit account or vested benefit policy specified by the member.

9.2 Delayed retirement

Members may, with the company's consent, postpone retirement within the framework of art. 33b BVG until not later than age 70. Paragraph 9.1 then applies accordingly.

9.3 Phased retirement

With the consent of the company, members may stagger their retirement, withdrawing from work in phases. The provisions of paragraphs 9.1, 9.2 and 22.3 then apply accordingly.

Disability benefits

10. Disability pension

10.1 Members who are at least 40% disabled as defined by the Federal Disability Insurance (IV), provided they were insured under the Plan at the onset of the incapacity for work that led to their disability, are entitled to disability benefits within the scope of the legal provisions.

10.2 The right to receive disability benefits arises at the onset of the disability. The Foundation starts paying disability benefits once the member's salary or compensating health or accident insurance benefits are no longer paid. Entitlement to a disability pension ceases with the end of the disability or upon the member's death, at latest however at statutory retirement age.

10.3 The amount of the pension to which the member is entitled is determined by the degree of disability in accordance with the following breakdown:

Degree of disability	Pension entitlement
At least 70%	100.0%
50% – 69%	acc. to IV degree
49%	47.5%
48%	45.0%
47%	42.5%
46%	40.0%
45%	37.5%
44%	35.0%
43%	32.5%
42%	30.0%
41%	27.5%
At least 40% disability	25.0%

10.4 The annual full disability pension amounts to 65% of the insured salary upon occurrence of the incapacity for work whose cause resulted in the disability.

10.5 Entitlement to the payment of a disability pension from the Foundation shall exempt the employer and the recipient of a disability pension from paying contributions. The exemption from contribution payments is granted for as long as the disability persists, however not beyond the statutory retirement age. In the case of exemption from contribution payments, the savings capital continues to accrue on the basis of the last insured salary at the time of the onset of the incapacity for work whose cause resulted in the disability. The savings credits correspond to the Standard contributions table in Appendix I. The provisions set out in paragraph 6 apply by analogy to the management of any savings capital. For the selection of the investment strategy, the provisions of paragraph 8 shall apply by analogy.

10.6 In the case of partial disability, the member’s accrued savings capital at the onset of the disability is divided up according to the pension entitlement. An exemption from contribution payments pursuant to paragraph 10.5 is granted analogous to the pension entitlement. The savings capital corresponding to the able-bodied proportion continues to accrue as for fully able-bodied members.

10.7 If the disability pension is decreased or cancelled after the degree of disability has been reduced, the Plan will continue to pay the previous disability benefits if and as long as the respective member fulfils the conditions under art. 26a BVG. Syndromic symptoms without evidence of organic causes are subject to revision of IV provisions (see final clause of BVG amendment of 18 March 2011). The Plan’s disability pension will be decreased on the basis of the reduced degree of disability according to the IV if this is offset by additional income earned by the member.

10.8 The defined pension and hence the pension entitlement pursuant to paragraph 10.3 is increased, decreased or discontinued if the degree of disability under the occupational insurance changes by at least 5% points as a result of an IV review.

11. Disabled person’s child benefit

11.1 Recipients of a disability pension are entitled to child benefits for any eligible children they have.

11.2 The annual disabled person’s child benefit for each eligible child amounts to 20% of the disability pension paid out.

11.3 Payment of disabled person's child benefit starts at the same time as the disability pension. Entitlement ceases in the event of the child's death or when eligibility ceases.

Survivors' benefits

12. Temporary spouse's pension, lump-sum payment

12.1 The surviving spouse of an active member or of a recipient of a disability pension is entitled to a spouse's pension if he or she has raised children or reached the age of 45. If a spouse not yet aged 45 receives a disability pension from the IV, the Board of Trustees may also grant him or her a spouse's pension.

12.2 A surviving spouse who fulfils none of the conditions given in paragraph 12.1 is entitled to a single lump-sum payment equal to five annual spouse's pensions.

12.3 Entitlement to a spouse's pension starts on expiry of disability pension payments, or on expiry of salary or continued salary payments. Entitlement ceases at the end of the month of death or on remarriage, provided the spouse at that time has not yet reached age 60. If the spouse's pension ceases owing to marriage, the spouse is entitled to a lump-sum settlement equal to three annual spouse's pensions.

12.4 If an active or disabled member dies before reaching statutory retirement age, the spouse's pension is equal to 60% of the disability pension, payable until the time the deceased would have reached statutory retirement age.

12.5 Upon the death of a member or recipient of a disability pension, in addition, the current savings account continues to accrue based on the last insured salary with the savings contributions according to the Standard contributions plan shown in Appendix I until the temporary spouse's pension ceases. If the Foundation has taken out a reinsurance policy, the present value of the exemption from contribution payments determined according to the reinsurance company's actuarial principles is credited to the savings account once after receipt of the capital from the reinsurance company. During this period, the savings account continues to be credited with the investment income/loss in accordance with the low-risk investment strategy. At the time at which the deceased member or recipient of a disability pension would have reached the statutory retirement age, the available capital is paid out to the surviving spouse as a lump sum.

12.6 The temporary spouse's pension as well as the exemption of contribution payments according to paragraph 12.5 may also be withdrawn as a lump sum, whereby the accrued savings capital will be disbursed on top. A respective written declaration must be submitted before the first pension payment. In this case, the lump-sum withdrawal of the surviving spouse is equal to the present value of the temporary spouse's pension and the exemption of contribution payments according to paragraph 12.5 plus the accrued savings capital. The withdrawal of the non-recurrent one-time capital satisfies all claims under the rules with regard to the Pension Fund. The present value of the pension is calculated according to the Foundation's actuarial principles. If the Foundation has reinsurance, the present value of the pension is calculated according to the actuarial principles of the reinsurance company.

13. Temporary partner's pension, lump-sum payment

13.1 If an unmarried member has lived continuously in the same household with an unmarried, unrelated domestic partner for a period of at least five years prior to the member's death, or if he or she was responsible for the maintenance of one or more children that the couple had together, then the deceased member's partner has the right to receive the same benefits as a spouse. The Board of Trustees may levy a charge to defray the costs of clarifying the specific case.

13.2 The provisions set forth in paragraphs 12.1, 12.3, 12.4, 12.5 and 12.6 apply accordingly. If the partner does not fulfil the conditions for a partner's pension pursuant to paragraph 13.1 but if the partnership lasted for at least five years, a lump-sum payment pursuant to paragraph 12.2 shall be made. There is no entitlement to a partner's pension if the beneficiary already draws a spouse's or partner's pension from a different pension scheme (Exception: spouse's or partner's pension paid by the Hitachi Group Pension Fund on the same cause).

14. Orphan's pension

14.1 The children of a deceased active member or recipient of a disability pension are entitled to an orphan's pension.

14.2 The annual orphan's pension for each eligible child amounts to 20% of the insured full disability pension. The pension is doubled for orphans bereaved of both parents.

14.3 Entitlement to an orphan's pension starts on the first day of the month following the expiry of salary or continued salary payments or of disability pension payments, at the earliest on the first day of the month following the child's birth.

Entitlement to an orphan's pension ceases when the child reaches its 18th birthday. For children who are still in formal schooling the entitlement ceases once they have completed their education unless they take up gainful employment before completing their education. In any case, the child's entitlement ceases upon reaching its 25th birthday.

15. Death benefit

15.1 A capital sum is payable on the death of a member or recipient of a disability pension. Entitled to payment are the survivors, irrespective of right of inheritance, in the following order of precedence and amount:

a) the spouse and children entitled to benefits, in the full amount; failing them
b) partners (as defined under paragraph 13.1) or persons who were supported to a substantial degree by the deceased member before his or her death, in the full amount; failing them
c) other children, parents or siblings, in the full amount; failing them
d) other legal heirs of the deceased member, excluding the state, in half the amount

15.2 By written instruction addressed to the Plan, members may determine which persons under a) and b) among the eligible group pursuant to paragraph 15.1 are entitled to death benefit, and in what proportions. The written instruction must be submitted to the Plan during the member's lifetime. If no such instructions are given, the death benefit is divided equally among the eligible group.

15.3 The death benefit in the case of members and recipients of a disability pension whose savings capital does not continue to accrue in the event of death, is equal to the savings capital according to paragraph 6 (reduced by the total of personal buy-ins into the Foundation [including the investment return generated by the investment strategy chosen by the member], minus any advance withdrawals for home ownership and divorce payments, taking into account the repayment of advance withdrawals for home ownership and renewed buy-ins in the event of divorce), but at least 100% of the insured salary.

In the case of members and recipients of a disability pension whose savings account continues to accrue in the event of death pursuant to paragraph 12.5, the death benefit equals 100% of the insured salary. This benefit will also be paid on top as a lump sum pursuant to paragraph 12.6 if survivors' benefits are drawn.

15.4 The total of personal buy-ins into the Foundation (including the investment return generated by the investment strategy chosen by the member), minus any advance withdrawals for home ownership and divorce payments (taking into account the repayment of advance withdrawals for home ownership and renewed buy-ins in the event of divorce), will be paid out to the beneficiaries pursuant to paragraph 15.1 as additional death benefit with regard to paragraph 15.3.

Other benefits

16. Pension settlement on divorce

16.1 Pension settlements on divorce follow the relevant provisions of the ZGB, OR, BVG, FZG, ZPO, IPRG and the respective decree regulations.

16.2 If a portion of the member’s termination benefits or a part of the pension (where applicable in capital form) must be transferred to the divorced spouse in the context of a divorce, the member’s savings capital is reduced accordingly.

16.3 Where a member receives termination benefits or a part of a pension (if applicable in capital form) in the context of a divorce, such benefit or pension will be credited to the member’s savings capital.

16.4 Following the divorce of a recipient of temporary disability benefits before retirement age, the transfer of a portion of the termination benefits in favour of the divorced spouse leads to a reduction of the member’s savings capital and a respective reduction of the pension benefits. In contrast, any disability benefits received at the time the divorce proceedings are initiated and any disabled person’s child benefits (including future benefits) remain unchanged.

16.5 Should an entitlement to a retirement pension arise during the divorce proceedings or should a recipient of disability benefits reach retirement age, the Pension Fund will reduce the transferrable portion of the termination benefit and the retirement benefit by the maximum amount pursuant to art. 19g FZV.

16.6 Active members can make renewed buy-ins at the Plan in the context of the transferred termination benefit.

17. Termination benefit

17.1 Members who leave the Plan before their benefit claim arises are entitled to a termination benefit.

17.2 The amount of termination benefit is calculated on the defined contribution principle. It is equal to the savings capital accrued upon departure from the Plan according to paragraph 6.

17.3 If the Plan is liable to pay survivors’ or disability benefits after having transferred the termination benefit, the termination benefit must be refunded to the extent that it is required to finance the survivors’ or disability benefits. Should the termination benefit not be refunded, the Plan reduces its benefits pursuant to its actuarial principles.

17.4 The termination benefit is transferred to the pension scheme of the new employer or, failing such a scheme, used to set up a termination benefit account or to purchase a termination benefit policy. Unless notified otherwise, it will be remitted six months after the leaving date to the Substitute Occupational Benefit Institution.

17.5 Members withdrawing from the Plan can request the termination benefit to be paid in cash if:

a) they are leaving Switzerland permanently
b) they become self-employed and are no longer subject to mandatory occupational insurance or
c) the termination benefit is less than the member’s annual contribution

For married members, payment in cash is permit ted only with the spouse’s written, notarised consent.

17.6 The Foundation prepares a leaving certificate for the attention of the departing person which specifies the calculation of the termination benefit and the required information pursuant to art. 2 FZV. At the same time, the Foundation will provide information on possible continued insurance after departure.

17.7 Otherwise the Federal Law on Vested Benefits applies.

General provisions concerning benefits

18. Payment of benefits

18.1 Pensions are paid in advance in monthly instalments; with the exception of the entitled divorced spouses' pensions from pension settlements payable to their pension fund or vested benefit institution, which are transferred annually by 15 December of the respective year.

The full pension is paid out for the month in which entitlement ceases. On the death of a recipient of a disability pension, the pension ceases to be paid two months after the end of the month of death.

18.2 Lump-sum payments of capital are due 30 days after the entitlement to benefits arises; at the earliest, they are due 30 days after the name of the entitled person and the payment address have been submitted and after the lump sum has been disinvested in the monthly investment run and transferred to the Foundation, and in the event of failure to meet maintenance obligations, after expiry of the time limit pursuant to Art. 40 para. 6 BVG. If the Foundation has taken out a reinsurance policy, the lump sum cannot be paid before the capital owed by the reinsurance company has been transferred to the Foundation. Furthermore, the Plan does not owe any default interest on lump-sum payments as long as the required spouse's consent is outstanding.

18.3 Any interest on arrears on pension benefits owed by the Plan is consistent with the BVG minimum rate.

19. Promotion of home ownership

19.1 Members of the Plan may in accordance with the relevant legal provisions use their savings capital to buy residential property for their own use.

19.2 The Board of Trustees shall issue the necessary implementation rules.

20. Overinsurance and reduction of benefits

20.1 The Plan reduces the survivors' or disability benefits to the extent that, together with the eligible benefits, they do not exceed 90% of the presumed income that has been lost.

If the Plan's disability benefits had been reduced due to coincidence with obligatory accident insurance, military insurance or comparable foreign insurance schemes before the retirement age was reached, the Plan principally continues to provide its benefits in the same amount after the retirement age has been reached. The Plan complies with art. 24a BVV 2.

In the case of continued insurance of the previously insured salary pursuant to paragraph 5.5, the actual earned salary serves as the basis for the calculation of the presumed salary that has been lost.

20.2 Eligible benefits include all benefits that are paid out at the time the reduction issue arises;

- benefits provided by the AHV and IV, with the exception of helplessness allowances, severance pay and similar benefits
- benefits provided by domestic and foreign social insurance schemes

• benefits provided by accident and military insurance
• benefits provided by sickness daily allowance insurance
• benefits provided by the Plan and other insurance institutions
• a part of the pension awarded to the divorced spouse under a pension settlement upon divorce

For recipients of disability benefits, the continued income or replacement income that could reasonably be earned will be taken into account, with the exception of the supplementary income earned while participating in rehabilitation measures pursuant to art. 8a IVG.

20.3 Lump-sum settlements or capital payments are converted into actuarially equivalent pensions.

20.4 The income earned by the widow, widower or surviving registered partner and orphans will be added together.

20.5 To the extent permissible according to art. 25 BVV 2, benefit reductions under accident or military insurance will not be offset.

20.6 The Plan may reduce its benefits by a corresponding degree if the AHV/IV withdraw or refuse the payment of benefits because the beneficiary has caused death or disability by gross negligence or refuses to undergo rehabilitation measures. Furthermore, the Plan does not compensate benefit reductions once the retirement age pursuant to art. 20 para. 2ter and 2quater UVG and art. 47 para. 1 MVG has been reached.

20.7 The Plan may review the conditions and extent of reductions at any time and adjust its benefits if the conditions have changed substantially. Members are obliged to notify the Plan promptly and without further request of any changes that may affect the entitlement and amount of their benefits.

20.8 The Plan may request the member or beneficiary to surrender his/her claims against liable third parties up to the amount of their mandatory benefits. Should the requested surrender not be effected, the Plan is entitled to cease paying benefits.

Funding

21. Obligation to contribute

21.1 The obligation to make contributions begins on joining the Plan and continues until the member’s retirement, departure from the Plan or death.

21.2 For disabled members, the obligation to contribute is reduced in accordance with the pension entitlement.

21.3 Members’ contributions are deducted by the company from their salary, sick pay or compensatory salary, and transferred to the Plan in monthly instalments together with the company’s contributions.

21.4 Vested benefits from previous pension schemes must be transferred to the Hitachi Group Pension Fund on joining in accordance with the statutory provisions.

If the vested benefits brought in from previous pension schemes exceed the maximum possible buy-in that can be made into the Hitachi Group Pension Fund, the unclaimed portion will be used for a buy-in into the Plan, insofar as and to the extent that this portion originates from non-mandatory pension insurance.

22. Amount of contributions

22.1 Members’ contributions are determined as a percentage of the insured salary. This is based on the member’s chosen contribution plan (see Appendix I).

22.2 The company pays a contribution in accordance with the contributions tables in Appendix I. This contribution will be used as follows:

a) 2.5% for risk benefits
b) the remaining part for financing savings contributions

If the effective risk premium in a calendar year is lower than 2.5%, the difference will be assigned to the employer contribution reserve. However, in all cases, the entire employer contribution is at least equal to the sum of all employee contributions. The basis for calculating the savings contributions is the insured salary pursuant to paragraph 5.1. The basis for calculating the risk contributions is the insured salary pursuant to paragraph 5.2.

22.3 Up to three years before the statutory retirement age, members may at any time make payments into the Plan in order to increase their retirement benefits within the limits of the legal provisions. The Foundation shall define the buying-in limit in line with recognised principles (see buy-in table in Appendix II).

In the event of death, the total amount of buy-ins personally paid into the Pension Fund (including the investment return generated by the investment strategy chosen by the member), less early withdrawals made in connection with the promotion of home ownership and divorce payments (taking into account the repayment of early withdrawals for home ownership and re-purchases in the case of divorce) shall be paid out to the beneficiaries in accordance with paragraphs 15.1 in addition to the death benefit as defined in paragraph 15.3. If buy-ins are made, the resulting benefits may not be withdrawn from the Plan in the form of a capital payment for a period of three years. If buy-ins are made within three years of retiring, these buy-ins, including the investment return generated by these buy-ins as part of the investment strategy chosen by the member, are transferred to a vested benefit account or vested benefit policy specified by the member.

If early withdrawals have been made in connection with the promotion of home ownership, voluntary buy-ins may be made only once such withdrawals have been repaid. Exempted from this limitation are buy-ins made in the case of divorce.

Upon retirement prior to the statutory retirement age, insured members may draw down the reduction, either partially or entirely, through voluntary buy-ins within the limits set out under paragraph 22.3 in accordance with the technical provisions of the Plan (see buy-in table in Appendix III). Buy-ins for a specific retirement age can be made up to three years before reaching that age.

If buy-ins were made for a drawdown of early retirement within three years before retirement, such buy-ins, including the investment return generated by these buy-ins as part of the investment strategy chosen by the member, are transferred to a vested benefit account or vested benefit policy specified by the member.

Members are responsible for clarifying if and to what extent such buy-ins can be deducted from tax.

23. Assets and financial equilibrium

23.1 The assets of the Plan are to be prudently invested. The Board of Trustees determines up to ten investment strategies in compliance with the statutory provisions. Sufficient liquid assets must be maintained to cover ongoing outlays.

23.2 The Trustees appoint annually an accredited occupational benefits expert to conduct an actuarial audit of the Pension Fund on the principles of the capital cover method in a closed fund.

Organisation and administration

24. Board of Trustees

24.1 The Board of Trustees ("the trustees") consists of at least four members.

24.2 Further particulars are set out in the Foundation's internal rules of operation.

25. Administration of the Plan

25.1 The trustees appoint a General Manager of the Plan.

25.2 The Foundation's assets are managed in compliance with Swiss federal investment laws and in accordance with generally accepted principles.

25.3 The Foundation's activities are monitored by an auditor and an occupational benefits expert.

25.4 The responsible supervisory authority monitors the Foundation's compliance with statutory provisions and its use of the pension assets in accordance with the intended purpose.

25.5 Further details are set out in the Foundation's internal rules of operation.

26. Duty to inform and report

26.1 The annual accounts of the Plan are made public to all members and pensioners. Members receive each year a benefit statement showing the insured benefits and the balance of the savings capital. On request, an individual's data will be made available to members by the administration of the Plan.

26.2 Members or their survivors are required to provide at any time truthful information on matters relevant to their insurance and to submit the documents necessary to substantiate claims to benefit.

26.3 The trustees reserve the right to cease payment of benefits, or to demand repayment of benefits paid out wrongly, if a member or a pensioner fails to comply with the duty to inform.

26.4 If persons who have been reported to the Plan by debt collection specialist offices withdraw pension assets or intend to pledge or realise such assets for the purpose of buying owner-occupied residential property, the Plan shall inform the specialist office without delay. In the case of vested benefits, a notification from the specialist office is forwarded to the new employee benefits institution or vested benefits institution.

Final provisions

27. Jurisdiction

27.1 Disputes concerning the application or interpretation of the present rules or concerning questions not explicitly covered by the rules shall first be presented to the Board of Trustees for amicable settlement.

27.2 If no amicable settlement can be achieved, legal recourse may be taken as set out in the BVG.

28. Unforeseen situations

28.1 In situations not explicitly foreseen by the provisions of the present rules, the trustees are authorised to define regulations conforming to the spirit and purpose of the Plan.

29. Changes/previous rules

29.1 The present rules may be amended by the Board of Trustees at any time within the constraints of the law and the purpose of the Plan. If a member's incapacity for work which had its onset before 1 January 2023 results in disability or death after the entry into force of these rules, the provisions of those rules shall apply that were in force at the onset of the incapacity for work which caused the disability.

29.2 Future death benefits (death benefit and spouses' pensions) are governed by the rules in force at the time of death.

29.3 When deciding on entitlement to a capital payment at death, the determination of beneficiaries in the rules applicable at death always applies.

29.4 The rules in force at the time of the recalculation apply to the overinsurance calculation pertaining to retirement benefits payable to recipients of temporary disability benefits.

29.5 At the time a disability or spouse's pension converts into retirement benefits, determination of the new benefits is made in accordance with the version of these rules valid at that time.

29.6 Transitional provisions governing the pension entitlement

The pension entitlement of recipients of a disability pension who were born in 1966 or before and whose pension claim arose before 1 January 2022 is governed by the provisions of the Foundation in force until 31 December 2021.

For recipients of a disability pension who were born in 1967 or after and whose pension claim arose before 1 January 2022, the previous pension entitlement continues to apply until their degree of disability under the occupational insurance changes by at least 5% points as a result of an IV review. However, if the adjustment of the pension entitlement leads to a decrease of the pension entitlement despite an increase of the degree of disability, or to an increase of the pension entitlement despite a decrease of the degree of disability, the previous pension entitlement will continue to apply.

For recipients of a disability pension who were born in 1992 or after and whose pension claim arose before 1 January 2022, the pension entitlement will be determined no later than 1 January 2032. Should this lead to a lower pension entitlement, the previous pension entitlement will continue to apply until their degree of disability under the occupational insurance changes by at least 5% points as a result of an IV review.

30. Entry into force

30.1 These rules were issued by the Board of Trustees at its meeting on 23 September 2022 and come into effect as per 1 January 2023.

30.2 The Board of Trustees may amend these rules at any time within the framework of the statutory provisions and in compliance with the Foundation's purpose. The acquired rights of members and pensioners remain guaranteed in all cases. The employer's consent is required for any amendments that have financial consequences for the employer. Any amendments to the rules shall be brought to the attention of the supervisory authority.

Board of Trustees
Hitachi Group Supplementary Insurance Plan

Baden, 23 September 2022

Appendix I

Contributions table Standard

BVG age	Savings credits in % of insured salary see paragraph 7.1	Savings contri-butions in % of insured salary see paragraph 5.1 Members	Savings contri-butions in % of insured salary see paragraph 5.1 Company	Risk contributions in % of insured salary see paragraph 5.2 Company
18	8,8	2,2	6,6	2,5
19	8,8	2,2	6,6	2,5
20	8,8	2,2	6,6	2,5
21	8,8	2,2	6,6	2,5
22	8,8	2,2	6,6	2,5
23	8,8	2,2	6,6	2,5
24	8,8	2,2	6,6	2,5
25	8,8	2,2	6,6	2,5
26	9,2	2,3	6,9	2,5
27	9,6	2,4	7,2	2,5
28	10,0	2,5	7,5	2,5
29	10,4	2,6	7,8	2,5
30	10,8	2,7	8,1	2,5
31	11,2	2,8	8,4	2,5
32	11,6	2,9	8,7	2,5
33	12,0	3,0	9,0	2,5
34	12,8	3,2	9,6	2,5
35	13,6	3,4	10,2	2,5
36	14,4	3,6	10,8	2,5
37	15,2	3,8	11,4	2,5
38	16,0	4,0	12,0	2,5
39	16,8	4,2	12,6	2,5
40	17,6	4,4	13,2	2,5
41	18,4	4,6	13,8	2,5
42	19,2	4,8	14,4	2,5
43	20,0	5,0	15,0	2,5
44	20,8	5,2	15,6	2,5
45	21,6	5,4	16,2	2,5
46	22,4	5,6	16,8	2,5
47	23,2	5,8	17,4	2,5
48	24,0	6,0	18,0	2,5
49	24,8	6,2	18,6	2,5
50	25,6	6,4	19,2	2,5
51	26,4	6,6	19,8	2,5
52	27,2	6,8	20,4	2,5

BVG age	Savings credits in % of insured salary see paragraph 7.1	Savings contri-butions in % of insured salary see paragraph 5.1 Members	Savings contri-butions in % of insured salary see paragraph 5.1 Company	Risk contributions in % of insured salary see paragraph 5.2 Company
53	28,0	7,0	21,0	2,5
54	28,8	7,2	21,6	2,5
55	29,6	7,4	22,2	2,5
56	30,4	7,6	22,8	2,5
57	31,2	7,8	23,4	2,5
58	32,0	8,0	24,0	2,5
59	32,8	8,2	24,6	2,5
60	33,6	8,4	25,2	2,5
61	34,0	8,5	25,5	2,5
62	34,0	8,5	25,5	2,5
63	34,0	8,5	25,5	2,5
64	34,0	8,5	25,5	2,5
65	34,0	8,5	25,5	2,5
66	34,0	8,5	25,5	2,5
67	34,0	8,5	25,5	2,5
68	34,0	8,5	25,5	2,5
69	34,0	8,5	25,5	2,5
70	34,0	8,5	25,5	2,5

Contributions table Standard plus

BVG age	Savings credits in % of insured salary see paragraph 7.1	Savings contri-butions in % of insured salary see paragraph 5.1 Members	Savings contri-butions in % of insured salary see paragraph 5.1 Company	Risk contributions in % of insured salary see paragraph 5.2 Company
18	12,3	5,7	6,6	2,5
19	12,3	5,7	6,6	2,5
20	12,3	5,7	6,6	2,5
21	12,3	5,7	6,6	2,5
22	12,3	5,7	6,6	2,5
23	12,3	5,7	6,6	2,5
24	12,3	5,7	6,6	2,5
25	12,3	5,7	6,6	2,5
26	12,7	5,8	6.9	2.5
27	13,1	5,9	7,2	2,5
28	13,5	6,0	7,5	2,5
29	13,9	6,1	7,8	2,5
30	14,3	6,2	8,1	2,5
31	14,7	6,3	8,4	2,5
32	15,1	6,4	8,7	2,5
33	15,5	6,5	9,0	2,5
34	16,3	6,7	9,6	2,5
35	17,1	6,9	10,2	2,5
36	17,9	7,1	10,8	2,5
37	18,7	7,3	11,4	2,5
38	19,5	7,5	12,0	2,5
39	20,3	7,7	12,6	2,5
40	21,1	7,9	13,2	2,5
41	21,9	8,1	13,8	2,5
42	22,7	8,3	14,4	2,5
43	23,5	8,5	15,0	2,5
44	24,3	8,7	15,6	2,5
45	25,1	8,9	16,2	2,5
46	25,9	9,1	16,8	2,5
47	26,7	9,3	17,4	2,5
48	27,5	9,5	18,0	2,5
49	28,3	9,7	18,6	2,5
50	29,1	9,9	19,2	2,5
51	29,9	10,1	19,8	2,5
52	30,7	10,3	20,4	2,5
53	31,5	10,5	21,0	2,5

BVG age	Savings credits in % of insured salary see paragraph 7.1	Savings contri-butions in % of insured salary see paragraph 5.1 Members	Savings contri-butions in % of insured salary see paragraph 5.1 Company	Risk contributions in % of insured salary see paragraph 5.2 Company
54	32,3	10,7	21,6	2,5
55	33,1	10,9	22,2	2,5
56	33,9	11,1	22,8	2,5
57	34,7	11,3	23,4	2,5
58	35,5	11,5	24,0	2,5
59	36,3	11,7	24,6	2,5
60	37,1	11,9	25,2	2,5
61	37,5	12,0	25,5	2,5
62	37,5	12,0	25,5	2,5
63	37,5	12,0	25,5	2,5
64	37,5	12,0	25,5	2,5
65	37,5	12,0	25,5	2,5
66	37,5	12,0	25,5	2,5
67	37,5	12,0	25,5	2,5
68	37,5	12,0	25,5	2,5
69	37,5	12,0	25,5	2,5
70	37,5	12,0	25,5	2,5

Contributions table Standard minus

BVG age	Savings credits in % of insured salary see paragraph 7.1	Savings contri-butions in % of insured salary see paragraph 5.1 Members	Savings contri-butions in % of insured salary see paragraph 5.1 Company	Risk contributions in % of insured salary see paragraph 5.2 Company
18	6,6	0	6,6	2,5
19	6,6	0	6,6	2,5
20	6,6	0	6,6	2,5
21	6,6	0	6,6	2,5
22	6,6	0	6,6	2,5
23	6,6	0	6,6	2,5
24	6,6	0	6,6	2,5
25	6,6	0	6,6	2,5
26	6,9	0	6,9	2,5
27	7,2	0	7,2	2,5
28	7,5	0	7,5	2,5
29	7,8	0	7,8	2,5
30	8,1	0	8,1	2,5
31	8,4	0	8,4	2,5
32	8,7	0	8,7	2,5
33	9,0	0	9,0	2,5
34	9,6	0	9,6	2,5
35	10,2	0	10,2	2,5
36	10,8	0	10,8	2,5
37	11,4	0	11,4	2,5
38	12,0	0	12,0	2,5
39	12,6	0	12,6	2,5
40	13,2	0	13,2	2,5
41	13,8	0	13,8	2,5
42	14,4	0	14,4	2,5
43	15,0	0	15,0	2,5
44	15,6	0	15,6	2,5
45	16,2	0	16,2	2,5
46	16,8	0	16,8	2,5
47	17,4	0	17,4	2,5
48	18,0	0	18,0	2,5
49	18,6	0	18,6	2,5
50	19,2	0	19,2	2,5

BVG age	Savings credits in % of insured salary see paragraph 7.1	Savings contri-butions in % of insured salary see paragraph 5.1 Members	Savings contri-butions in % of insured salary see paragraph 5.1 Company	Risk contributions in % of insured salary see paragraph 5.2 Company
51	19,8	0	19,8	2,5
52	20,4	0	20,4	2,5
53	21,0	0	21,0	2,5
54	21,6	0	21,6	2,5
55	22,2	0	22,2	2,5
56	22,8	0	22,8	2,5
57	23,4	0	23,4	2,5
58	24,0	0	24,0	2,5
59	24,6	0	24,6	2,5
60	25,2	0	25,2	2,5
61	25,5	0	25,5	2,5
62	25,5	0	25,5	2,5
63	25,5	0	25,5	2,5
64	25,5	0	25,5	2,5
65	25,5	0	25,5	2,5
66	25,5	0	25,5	2,5
67	25,5	0	25,5	2,5
68	25,5	0	25,5	2,5
69	25,5	0	25,5	2,5
70	25,5	0	25,5	2,5

Appendix II

Buy-in table

This table is used to determine the maximum savings capital as a percentage of the member's insured salary pursuant to paragraph 22.3. The values listed correspond to the maximum savings capital as at year's end of the given BVG age. Figures for dates before year end are reduced accordingly. The effective buy-in potential is derived from the maximum savings capital as reflected in this table, less the savings capital already available.

BVG age	Maximum savings capital as % of insured salary
18	12.30%
19	24.60%
20	36.90%
21	49.20%
22	61.50%
23	73.80%
24	86.10%
25	98.40%
26	111.10%
27	124.20%
28	137.70%
29	151.60%
30	165.90%
31	180.60%
32	195.70%
33	211.20%
34	227.50%
35	244.60%
36	262.50%
37	281.20%
38	300.70%
39	321.00%
40	342.10%
41	364.00%
42	386.70%
43	410.20%
44	434.50%
45	459.60%
46	485.50%
47	512.20%
48	539.70%
49	568.00%
50	597.10%

BVG age	Maximum savings capital as % of insured salary
51	627.00%
52	657.70%
53	689.20%
54	721.50%
55	754.60%
56	788.50%
57	823.20%
58	858.70%
59	895.00%
60	932.10%
61	969.60%
62	1007.10%

Appendix III

“Early retirement” buy-in table

Early retirement can be taken as of age 58. The consequence of early retirement is a reduction of benefits compared to retirement at the statutory retirement age. This benefit gap can be fully or partially reduced via deposits (paragraph 22.3). The gap corresponds to the difference between the retirement capital at statutory retirement age and the capital at the respective early retirement age. This difference forms the basis for the calculation of the financing requirement.

“Early retirement” buy-in as a % age of the insured salary, buy-in at age

BVG age	58	59	60	61	62	63	64
18 – 55	260,9	224,6	187,5	150,0	112,5	75,0	37,5
56		224,6	187,5	150,0	112,5	75,0	37,5
57			187,5	150,0	112,5	75,0	37,5
58				150,0	112,5	75,0	37,5
59					112,5	75,0	37,5
60						75,0	37,5
61							37,5

Appendix IV

Investment strategies

The following investment strategies are available:

- Money market (100% money market)
- Equities 20 (20% equities, 80% bonds)
- Equities 40 (40% equities, 60% bonds)
- Equities 60 (60% equities, 40% bonds)
- Equities 80 (80% equities, 20% bonds)

Investments with an obligation to make additional contributions are prohibited in any case.

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