

5 This agreement enters into force as soon as the employer has received written confirmation of affiliation from the GastroSocial Pension Fund.

6 **The Regulations and the Pension Plan form an integral part of this affiliation agreement.** Any changes made to the Regulations and/or the Pension Plan in the future also apply to the employer, its insured employees and the pension recipients.

The employer undertakes to provide the GastroSocial Pension Fund and its auditors with all data required for the proper management of the pool of insured persons. In particular, the business establishment must provide timely notification of all employees to be insured as well as any changes (persons joining and leaving, changes in marital status, changes to salary, insured events etc.). The employer is also under an obligation to provide all of its insured employees with a copy of the relevant valid Regulations.

The employer also undertakes to notify the GastroSocial Pension Fund immediately of any significant reduction in the workforce or of any restructuring of the company that could lead to partial liquidation.

7 This affiliation agreement remains valid for at least 3 years from the end of the current year. It will be automatically renewed for 1 year at a time unless it is terminated by the employer or the GastroSocial Pension Fund 6 months before the end of its term. A possibility of an extraordinary termination is reserved as referring to in Art. 2.3.2 and Art. 18.3 of the regulations. On termination of the agreement all pension recipients will be transferred to the new Pension Fund. The provisions of art. 53e par. 4bis BVG apply.

The right to extraordinary termination due to material changes to the Regulations and/or the Pension Plan (Art. 53f BVG) is reserved.

If the termination of the affiliation agreement leads to a partial liquidation, the provisions on partial liquidation as set out in the regulations on partial liquidation shall also apply.

8 If the employer is also insured with the GastroSocial Compensation Fund for the specified business, the employer herewith authorises the GastroSocial Pension Fund to deduct outstanding claims from any credit balance with the GastroSocial Compensation Fund. It also authorises the GastroSocial Compensation Fund and the GastroSocial Pension Fund to exchange data regarding the company and insured employees where this data are relevant for determining the contributions and providing benefits.

9 By signing below, the employer confirms to its employees that it has concluded a policy for daily sickness benefits insurance pursuant to art. 23 L-GAV. If the daily sickness benefits insurance is insufficient, the employer must provide the prescribed benefits itself (art. 23 para. 4 L-GAV).

10 The employer confirms that the contributions owed are calculated on the basis of the salary notifications submitted in writing or electronically and the contribution rates for the chosen pension plan.

11 I/We confirm that I/we have answered questions 1 and 2 truthfully, have taken note of sections 4 to 11, and agree to the procedure as set out in section 8. If false information is given in response to question 2, the GastroSocial Pension Fund can retroactively withdraw from the affiliation agreement within 3 months of finding out about this. The employer authorises GastroSocial to obtain all the information necessary for the transfer of the contract and pertinent to the benefit cases from the previous Pension Fund.

12 The employer hereby confirms that affiliation with the GastroSocial Pension Fund is carried out with the agreement of the staff and/or the employee representatives (art. 11 par. 3bis BVG).

Place and date

Stamp of the employer and legally valid signature



Agent and company (if available)

GastroSocial Pension Fund