VIVIUM

ADDENDUM (dated 07/2017)

to

- **the general terms and conditions of the pension commitment with ref. 6128 or 6129 (including addendum dated 12/2013);**
- **the general and special terms and conditions of the pension commitment with ref. 6102 or 6103 (including addendum dated 12/2013);**
- **the general terms and conditions with ref. 6116 or 6117.**

This addendum contains a number of changes in accordance with the Law dated 15 May 2014 including various provisions (Belgian Bulletin of Acts and Decrees 19/06/2014), and the Law dated 18 December 2015 to guarantee the sustainability and the social effect of supplementary pensions and to reinforce their supplementary nature in relation to retirement pensions (Belgian Bulletin of Acts and Decrees dated 24/12/2015) to Vivium's general/special terms and conditions referred to above (including addendum dated 12/2013), of which it forms an integral part.

The following changes came into force on the legal effective date.

Provisions in the special terms and conditions that stipulate a divergence from the general terms and conditions will continue to apply, provided they are not in breach of the applicable statutory provisions.

In relation to the general terms and conditions with ref. 6116 or 6117, only the following points of the present addendum shall apply:
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1. Definitions

The following definitions have been changed or added:

Affiliate:
In this definition, the description of a passive affiliate changes as follows:

A passive affiliate is:

- a former employee who still has existing or deferred rights because, on termination of employment they opted to leave their acquired reserves with the pension institution:
  - o without changes to the pension commitment;
  - o with the only change being a death cover that matches the amount of the acquired reserves.
- employees whose affiliation was terminated due to the fact that they no longer met the conditions for affiliation to the pension commitment, but this did not coincide with the termination of their employment contract.

Organiser:

- The employer who makes a pension commitment.
- The legal person that introduces a pension commitment and that meets all of the following conditions:
  1. if they act on behalf of multiple joint committees and/or joint sub-committees, then their only purpose is to create supplementary pensions;
  2. it is composed on an equal basis;
  3. it is designated by a collective bargaining agreement linked to a joint committee or sub-committee, established according to Chapter III of the Law dated 5 December 1968 with respect to collective bargaining agreements and joint committees.

Pension rules:
The following paragraph is added to the existing definition:

The text of the pension rules shall be provided by the organiser to the affiliate upon simple request. The benefit statement indicates the contact person designated for this purpose by the organiser.

Retirement age:
The maturity date that is stated in the pension rules or the pension agreement. For the reception structure, this is the maturity date of the linked pension commitment.

For employees who commence employment on or after 01/01/2019, the retirement age (maturity date) equals the applicable statutory retirement age, unless the retirement age (maturity date) under the regulations is higher than the statutory retirement age.

Statutory retirement age:
This is the retirement age under the relevant applicable legislation.

(Early) Retirement:
The effective (early) start of the retirement pension relating to the professional activity that gave rise to the accumulation of benefits.

vzw Sigedis:
The non-profit association (vzw) for "Social individual Data" which is tasked by the relevant legislation with the management of information systems and their supporting procedures for recording and retaining employment data.

DB2P:
2nd Pillar Database: the database with respect to supplementary pensions created under Article 306 of the programme law dated 27 December 2006.

2. Start and termination of the affiliation

The contents of this article remain unchanged, with the exception of the following paragraph:

The affiliation is terminated on:

- the first of the month coinciding with or following the date on which the affiliate no longer satisfies the definition of affiliate and/or the conditions for affiliation and his acquired reserves have been withdrawn from the pension commitment;
- the first of the month coinciding with or following the date on which the affiliate leaves the employment of the organiser prior to the date of (early) retirement, and his acquired reserves are withdrawn from the pension commitment;
- the first of the month coinciding with or following the date on which (early) retirement begins;
- the date on which the affiliate dies, if prior to the date of (early) retirement.

3. Postponement of the maturity date

This text replaces the text about "Postponement of the maturity date":

Postponement means that at the time that the affiliate reaches the maturity date, the maturity date is postponed by one year (postponement year) until his retirement.

- **In the pension commitment** the postponement takes place each year using the basic rate that applies at that time to postponements within the group insurance policies. They are applied to the reserves of the employer's contribution and the personal contribution agreements and to the premium and remain valid throughout the current year of postponement.

  In the case of active affiliates:
  - salary increases are taken into account according to the provisions in the pension commitment.
  - rights continue to be calculated under the provisions of the pension commitment, including:
    - for a pension commitment of **"defined benefits" type**:
      - the number of pension years are taken into account for the affiliate, provided that he has not yet reached the maximum level of authorised pension years in the pension commitment.
    - for a pension commitment of **"defined contributions" type**:
      - the contributions continue to be paid during the postponement year;
      - seniority is recognised if this is taken into account when determining the defined contributions.
    - for a pension commitment of **"cash balance" type:**
      - the amounts continue to be granted during the postponement year;
      - seniority is recognised if this is taken into account when determining the amounts.
    - the **death cover** continues to be calculated using the rules that applied before reaching the maturity date.

  In the case of passive affiliates:
  - if the pension commitment is a **"defined benefits" plan:**
    - the benefits to which the affiliate is entitled on retirement shall be at least equal to the benefits to which they were entitled at the maturity date under the terms of the pension rules.
  - if the pension commitment is a **"defined contributions" plan:**
    - the paid contributions may change on the basis of the basic rates that apply at that time to postponements under the group insurance policies.
  - if the pension commitment is a **"cash balance" plan:**
    - the granted amounts continue to capitalise with the return indicated by the pension rules.

    - for passive affiliates who have chosen to leave their acquired reserves in the pension commitment, with the only change being death cover that matches the amount of the acquired reserves, this death cover is taken into account.

- The postponement of the maturity date is also applied **in the reception structure**, unlike what is defined in this regard in the general terms and conditions with reference 6116 or 6117 Art. 11. The postponement is calculated according to the basic rates that apply at the time of the postponement to the reception structure. These are applied each year to the reserves and remain valid throughout the current postponement year.

During the postponement period the affiliate has a one-time right to withdraw some acquired pension reserves, while remaining an affiliate of the pension commitment:

- at the statutory retirement age, while not drawing the statutory pension;
- if he meets the conditions for drawing his early statutory pension, without actually doing so;
- at the moments laid down in the transitional provisions in the Sustainability Law dated 18/12/2015, sub-section 2 - Articles 22 and 23, provided that he meets the conditions of the transitional provisions and insofar as the pension rules under which he joined were in force prior to 1 January 2016, and allowed this option.

This withdrawal can only be made once during the whole of the postponement period.

After a withdrawal, the rights are calculated as follows:

- For a pension commitment of **"defined benefits" or "cash balance" type**:
    - The lump sum benefit at the postponed maturity date is reduced by the gross capital withdrawn, capitalised from the date of the withdrawal until the new maturity date, using
        - for "defined benefits": the basic rate applied to postponements
        - for "cash balance": the return indicated in the pension rules.
    - From the following year of postponement onwards, and for each postponement, the intended lump sum payment at the postponed maturity date is reduced by the previously deducted amount, capitalised for the new maturity date using the basic rate/return laid down in the rules, which applies for the postponement.
- For the **death benefit**:
    - The lump sum death benefit (or lump sum equivalent of the survivor's pension) is reduced by the gross capital withdrawn.
    - If a supplementary, minimum or basic capital sum is provided for in the event of death, the gross capital payment is deducted from this.
    - Effective from the following postponement year, and for each postponement, the amount deducted will be capitalised up to the new maturity date, using the basic rates applicable on postponement.

In the case of a withdrawal that is made from a pension commitment of the type "defined contributions", the payments on retirement or on death shall take into account the gross amount already withdrawn, capitalised until the date of payment, using the basic rate applied during the postponement.

The "postponement" described above applies to individual pension commitments after the statutory retirement age. For individual pension commitments with a maturity date sooner than the statutory retirement age, if necessary, when the pension agreement maturity date is reached this maturity date shall be adjusted to the statutory retirement age, applying the basic rates that apply at that time for individual pension commitments.

4. Due date and payment of the premiums and taxes

The contents of this article remain unchanged, with the exception of the following paragraph:

Amending and cancelling the premium due date:

- when amending rights or items used for the calculation, the due date for new premiums takes effect on the annual adjustment or change date;
- premiums are no longer payable from the first of the month coinciding with or following termination of employment;
- in the event of (early) retirement, premiums are no longer due from the first of the month coinciding with or following the (early) retirement date.
- if the affiliate dies, premiums are no longer due from the moment specified in the special terms and conditions.

5. Payment procedures if the affiliate is still alive on the maturity date

This article amends the following provisions:

The term "maturity date" shall be replaced throughout by "(early) retirement".

The sentence "The retirement lump sum or the pension annuity on survival of the affiliate is payable on the maturity date", shall be changed to say "The lump sum or annuity to be paid out on survival of the affiliate is calculated at the date of (early) retirement".

The following provision is added:

On (early) retirement or whenever other benefits are due, the pension institution shall inform the beneficiary or his legal representative about the benefits that are due, about possible methods of payment, including the right to convert to an annuity and the details that are required for a payment to be made.

6. Payment procedures if the affiliate dies prior to the maturity date

The following provision is amended in this article:

The term "maturity date" shall be replaced throughout by "(early) retirement".

The following provision is added:

In the event of death, the pension institution shall inform the beneficiary or his legal representative about the benefits that are due, about possible methods of payment, including the right to convert to an annuity and the details that are required for a payment to be made.

7. Withdrawing duty and withdrawing right

This text replaces the article "Early settlement".

Withdrawing duty:
The payment of the supplementary pension is tied to the effective taking of the (early) statutory pension. At that moment payment is mandatory.

Withdrawing right:
For affiliates who have reached the statutory retirement age or have met the requirements to take their statutory pension early, but who have not yet taken up (early) statutory pension, a withdrawal may be made.

After a withdrawal, the rights are calculated as follows:
- If the pension commitment is a **"defined benefits" or "cash balance" plan**:
  - o The lump sum benefit at the maturity date is reduced by the gross capital withdrawn, capitalised from the date of the withdrawal until the new maturity date, using
    - for "defined benefits": the basic rates that apply
    - for "cash balance": the return indicated in the pension rules.
- For the **death benefit**:
  - o The lump sum death benefit (or lump sum equivalent of the survivor's pension) is reduced by the gross capital withdrawn.
  - o If a supplementary, minimum or basic lump sum is provided for in the event of death, the gross capital payment is deducted from this.
  - o Effective from the following annual adjustment, the amount previously withdrawn will be capitalised up to the next annual adjustment date, using the basic rates that are applicable.

In the case of a withdrawal that is made from a pension commitment of the type "defined contributions", the payment on retirement or on death shall take into account the gross amount already withdrawn, capitalised until the date of payment, using the basic rates that apply.

In addition, affiliates who meet the requirements of the transitional provisions laid down in the Sustainability Law dated 18/12/2015 in Sub-section 2 - Transitional provisions Articles 22 and 23, also have the option of receiving their supplementary pension before they take their (early) retirement pension, provided that the contract of employment with the organiser has been terminated or in the case of postponement, and provided that the pension rules under which they were affiliated were in force prior to 1 January 2016, and included the option of early settlement.

The benefits to be paid out early are defined by the theoretical surrender value of the employer's contribution and the personal contribution agreements. 100% of the theoretical surrender value will be applied in the case of payment as an annuity or lump sum, provided that the affiliate has given the pension institution at least six months' notice of his intention to take an early settlement.

8. Termination of employment

This text replaces the article on "Termination of employment".

Termination of employment is:

a) either the termination of the contract of employment, other than due to death or retirement;

b) or the end of the affiliation due to the fact that the employee no longer meets the conditions for affiliation to the pension commitment, without this coinciding with the termination of their contract of employment other than by death or retirement (termination of employment "light");

c) or the transfer of an employee in connection with the transfer from one company or location to another company or location, as a result of a contractual assignment or a merger where the employee's pension commitment is not to be transferred.

On termination of employment as referred to under a) or c), the following provisions shall apply:

If an affiliate's employment is terminated, the organiser is obliged to inform the pension institution thereof in writing within 30 days. The pension institution shall inform the organiser of the following details by means of the termination letter within a maximum of 30 days of being notified of the termination of employment:
- the amount of the acquired reserves, if necessary supplemented up to the amounts guaranteed by the applicable legislation;
- the amount of the acquired benefits;
- the various options on termination of employment, indicating whether or not the death cover is maintained;
- if it can be calculated, the amount of the acquired benefits should the affiliate choose the option of leaving the acquired reserves in the pension commitment without any further change than a death cover equal to the acquired reserves.

The organiser will immediately inform the affiliate of the information provided by the pension institution.

On termination of employment, the acquired reserves and acquired benefits are calculated on the basis of the statutory provisions and the elements for calculating the rights applicable at the last annual adjustment or change date prior to the termination of employment.

At the time of termination of employment, the affiliate will not incur a penalty or lose any profit share, and nothing will be deducted from the acquired reserves.

On termination of employment the organiser is required to make up any shortfall in the acquired reserves, as well as any shortfall in relation to the guaranteed amount defined by Art. 24 WAP (Supplementary Pensions Act). Any supplement shall be paid by the organiser into the financing fund of this pension commitment if either there are insufficient funds available, or if the available funds are required to cover other commitments on the part of the organiser.

Any shortfall in the guaranteed amounts will only be made up under the employer's contribution agreement at such time as the passive affiliate notifies his decision that he wishes to transfer his acquired reserves.

For tax purposes, any supplementary payment will always be considered to be an employer's contribution.

On termination of employment, the affiliate has the following options regarding the acquired reserves, if necessary supplemented up to the amounts guaranteed by the applicable legislation:

1. Leave them in this pension commitment:
   1.1 without any changes. This option is not available for the acquired reserves of the pension commitment for which, in response to a termination of employment as referred to under b) the option of death cover equal to the acquired reserves is selected.
   1.2 without any changes to the pension commitment other than a death cover that matches the amount of the acquired reserves. In this case the acquired benefits are recalculated based on the acquired reserves in order to include this death cover.
2. Transfer them:
   2.1 to the reception structure linked to these pension rules;
   2.2 to the pension institution of the new organiser with whom he has signed a contract of employment if he is to be affiliated to the pension commitment of this organiser;
   2.3 to a common insurance institution that distributes all its profits to the affiliates in proportion to their reserves, and keeps costs to a minimum, in accordance with the rules established by Royal Decree.

The provisions in the special terms and conditions that provide on termination of employment (without options for the affiliate), for the mandatory transfer of reserves from the pension commitment of the previous organiser to the pension commitment of the new organiser, no longer apply.

Affiliates must inform the pension institution of their choice in writing within 30 days of the organiser notifying the termination of employment. The pension institution will implement the affiliate's choice within 30 days after receiving the notification. If the affiliate fails to respond within this deadline, he will be presumed to have opted for leaving his acquired reserves with the pension commitment of the ex-organiser, without any amendments. Once the 30 day period has expired, the affiliate can select:

- option 1.2 for a further 11 months;
- options 2.1 - 2.2 - 2.3 at any time.

Transfers will be limited to the portion of the acquired reserves that have not been advanced or pledged or allocated to reconstitute a mortgage loan.

If options 1.2 or 2.1 are chosen, then the beneficiaries shall remain in the pension commitment as appropriate, as was the case before the termination of employment.

Transfer of the acquired reserves may only be implemented upon receipt of the written consent of any accepting beneficiaries and/or persons to whom the rights under the pension commitment have been ceded. No assignment is permitted in the event of seizure.

The temporary death benefit policies financed by risk premiums within the pension commitment are continued until the first of the month that coincides with or that follows the date on which the affiliate notified his choice on termination of employment, and at the latest until the 90th day after termination of employment.

The affiliate is entitled, on termination of employment, to continue personally paying the premiums in full or in part by means of voluntary personal contributions in the form of a "personal agreement". This is an individual agreement concluded by the affiliate on the basis of optional premiums, in accordance with the general terms and conditions. This personal agreement does not form part of the organiser's pension commitment. The pension institution may require medical formalities if permitted by the applicable legislation if, in the event of personal continuation of the policies or maintenance of the acquired reserves in the form of paid-up insurance in accordance with one of the above-mentioned options, this results in an increase of the benefit in the event of death.

On termination of employment as referred to under b) above, the following provisions apply (termination of employment “light"):
Termination of employment “light" means that the provisions as described above are suspended until the termination of the contract of employment other than through death or retirement.

In this case, the organiser is required, within at the latest 30 days, to notify the pension institution in writing of the affiliate's non-compliance with the conditions for affiliation.

The pension institution informs the employee, at the latest within 30 days of the above notification, of:
- the termination of employment;
- whether or not the death cover will be continued;
- his right to leave the acquired reserves in the former pension commitment:
    - without any changes
      or
    - without any changes other than a death cover that matches the amount of the acquired reserves. In this case the acquired benefits are recalculated based on the acquired reserves in order to include this death cover. If this option is taken the beneficiaries remain in the pension commitment as was the case prior to the termination of employment.

If the affiliate has allowed 30 days to elapse after this information was sent, he is assumed to have opted to leave the acquired reserves in the pension commitment without any changes. He also continues to have the right to take the above option, for a further 11 months.

The temporary death benefit policies financed by risk premiums in the pension commitment are continued until the first of the month that coincides with or that follows the date on which the affiliate notified his choice on termination of employment “light", and at the latest until the 90th day after the termination of employment "light”.

The affiliate is entitled, on termination of employment, to continue personally paying the premiums in full or in part by means of voluntary personal contributions in the form of a "personal agreement". This is an individual agreement concluded by the affiliate on the basis of optional premiums, in accordance with the general terms and conditions. This personal agreement does not form part of the organiser's pension commitment.

The pension institution may require medical formalities if permitted by the applicable legislation if, in the event of personal continuation of the policies or maintenance of the accumulated reserves in the form of paid-up insurance in accordance with one of the above-mentioned options, this results in an increase of the benefit in the event of death.

If the termination of employment “light" is followed by affiliation to another pension commitment organised by Vivium, the following provisions apply:

- A transfer of the reserves from the former pension commitment to the new pension commitment is no longer permitted. Certain provisions in the special terms and conditions that allowed for a transfer of reserves no longer apply.
- If the new pension commitment is of the **"defined benefits" type**, and the pension years are taken into account from the date of commencement of employment, then the pension rights from the new pension commitment will be reduced by the acquired benefits, excluding profit share, from the former pension commitment up to the date of the termination of employment “light”. No account is taken in this case of the potentially recalculated acquired benefits in response to the application of the option mentioned above.
- If the new pension commitment is of the **"defined contributions"** or **"cash balance" type**, and seniority is calculated from the date of commencement of employment, then the seniority within the former pension commitment is taken into account for the definition of seniority in the new pension commitment.
- If the new pension commitment provides that the accumulated reserves are deducted when determining the **risk capital** death benefit, then the acquired reserves, including profit share, built up through the former pension commitment until the time of the termination of employment “light" are taken into account for determining the risk capital death benefit for the new pension commitment provided that these reserves in the old pension commitment, before any application of the option outlined above, are used to purchase an insurance combination "pure endowment with reimbursement of reserves".
- When defining the term of at least 1 year of affiliation to acquire the right to the reserves created by the employer's contributions, the date of affiliation to the former pension commitment is taken into account.

9. Communication

This text replaces the text of the article on "Communication":

Each year, the pension institution shall send active affiliates a benefit statement, in line with the legal requirements.

Passive affiliates can consult their pension slip at DB2P (www.mypension.be).

The pension institution shall prepare an annual report on the administration of the pension commitment, as required by the applicable laws, and makes this report available to the organiser, who shall send it to affiliates upon simple request.

10. Notification

The first paragraph of this article has the following provision added to it:

The pension institution is required, when managing the pension commitment, to take into account the data provided by the vzw Sigedis.

11. Invalidity of provisions referred to in Article 27, Section 4 of the Supplementary Pensions Act (WAP) ("Favourable anticipatory measures")

This text relates to a new article.

Article 27, Section 4 of the WAP defines the provisions that are intended to and/or result in:

- the over-riding or limiting the scope of the supplementary pension benefits as a result of termination of employment or retirement before the statutory retirement age;
- awarding additional benefits due to the termination of employment or retirement;

and which therefore lead to an increase in the acquired reserves and/or acquired benefits or to any other form of benefit due to the retirement or termination of employment, these are completely null and void.

Article 63/5 of the WAP also states that Article 27, Section 4, does not apply to the affiliates who reached the age of 55 on or before 31 December 2016.

Provisions in the special terms and conditions that contradict the provisions referred to above are also regarded as null and void under the law.

12. Retired employees

An employee who is retired and who carries out a professional activity shall not benefit from the pension commitment.

The provision in the special terms and conditions that continues affiliation for employees who have taken (early) statutory pensions and who continue to work for the organiser, no longer applies to employees who started their (early) retirement after 01/01/2016.