

Member Regulations

These Regulations govern the rights and obligations of the members of Soliswiss – Cooperative Society for Swiss Nationals Abroad ("Soliswiss").

SECTION I: MEMBERSHIP

Chapter 1: Types of membership

Art. 1 Individual membership

Any Swiss national of legal age may become Soliswiss member, irrespective of their place of residence.

Art. 2 Couple membership

Spouses and persons living together or in a same-sex partnership may become members as a couple. Both must have Swiss citizenship.

Art. 3 Junior membership

Up to the age of majority, children may be included free of charge as juniors in the individual membership or couple membership. For this purpose, the parents or legal guardians must provide the names and dates of birth of the children.

Junior members may not apply for lump sum allowances.

Art. 4 Club & Company Membership

Swiss clubs, Swiss schools, legal entities and institutions with a strong connection to Switzerland can join Soliswiss as a Club & Company member ("C&C Member").

Chapter 2: Obtaining the membership

Art. 5 Process for obtaining the individual and couple membership

The potential individual or couple member must submit an application for membership to the Soliswiss office online, by e-mail or by post. The application must include a copy of the Swiss passport or other proof of Swiss citizenship.

If the membership requirements are met, subject to the membership formalities have been completed and the membership fee having been paid, the membership is approved by the Administrative office and confirmed.

Junior members must submit an application for membership, including a copy of their Swiss passport or other proof of Swiss citizenship, by the end of the year and pay the membership fee for the coming year. If they fail to do so, their membership will expire at the end of the year.

Art. 6 Process for obtaining the Club & Company membership

An application for membership may be submitted by email or by post. It must include the details of the club or the company, including any documentation necessary for the membership requirements to be checked.

Art. 7 Membership approval

The Administrative office decides at its own discretion on the acceptance of the membership application.

Art. 8 Appeal to the Council

Should the membership be rejected, an appeal may be submitted to the Council. The decision of the Council is final.

Art. 9 Updating of membership data

Member must notify Soliswiss of any change of address, including changes in their correspondence and/or billing address, telephone numbers or email addresses.

Chapter 3: Membership fees

Art. 10 Membership fees

Members must pay a membership fee. The amount of the membership fee, usually owed annually, is established by the General meeting. Current membership fees are published on the website (www.soliswiss.ch)

Membership for life is also possible. Lifetime members do not pay additional annual membership fees.

Art. 11 Membership fee when joining during the year

If a member joins during the year, the applicable membership fee will be that for the remaining quarters.

Art. 12 Invoicing

Annual membership fees are due once a year. Invoices are sent by email or post at the end of the year for the following year.

If membership fees are not received on time, a reminder is sent.

Chapter 4: Termination of membership

Art. 13 Termination of membership

Members may terminate their membership subject to a notice period of three months at the end of each year. The termination must be notified in writing, by email or by post. The termination shall also end any associated junior memberships.

If only one person resigns from a couple's membership, the membership of the other person is converted into an individual membership; from the following year, the membership fee for the individual membership is due and invoiced. Junior members may remain associated with Soliswiss through the remaining member.

In the event of termination by a C&C member, Soliswiss notifies all individual members who pay a discounted individual member rate as a result of such C&C membership. In this case, Soliswiss allows for a period of at least one month during which members can decide whether they wish to terminate their membership at the end of the year. If members do not resign, the full regular rate shall be due from the following year.

A termination entails, at the same time, the termination of any Soliswiss exclusive products associated with the membership. However, the termination of an exclusive product does not automatically result in the termination of the Soliswiss membership.

Any unpaid contributions remain due upon termination. In cases of hardship, the Administrative office may grant exceptions.

Art. 14 Suspension due to non-payment of membership fees

Should a member fail to pay their membership, the Soliswiss Cooperative may suspend such member after two occurrences of non-payment of the membership. The decision is made by the Council. The member may appeal to the General meeting. The appeal must be made in writing and addressed to the President.

In the event of non-payment of membership fees, Soliswiss exclusive products may be discontinued or terminated.

The suspension also terminates all junior memberships associated with the membership.

Any unpaid contributions remain due. In cases of hardship, the Administrative office may make exceptions.

Art. 15 Termination in the event of death or dissolution

When a member dies, or the legal entity dissolves in the case of C&C membership, the membership ends on the date of the event. Membership fees already paid are not refunded. The rules on termination shall apply accordingly.

SECTION II: LUMP SUM ALLOWANCE AND RELIEF FUNDS

Chapter 5: General

Art. 16 Forms of support

Soliswiss has two main ways of providing financial support to its members: the lump sum allowance and the relief fund. Both usually consist in a one-off payment which does not have to be repaid. However, Soliswiss may also grant loans instead of non-repayable payments.

Art. 17 Exclusion of recourse to legal action

With respect to both forms of support, members may not bring any legal claims against Soliswiss. Whether and to what extent support is granted in individual cases is at the sole discretion of Soliswiss. Any legal recourse is excluded.

Chapter 6: Lump sum allowance principles

Art. 18 Purpose of the lump sum allowance

Based on a solidarity approach, the purpose of the lump-sum allowance is to support members who lose their economic livelihood through no fault of their own as a result of serious political events.

Art. 19 Amount of the lump sum allowance

The maximum amount of the lump sum allowance is CHF 10,000.

The discussion regarding the suitable amount in each individual case is at the discretion of the Council. The Council assesses the overall circumstances, including Soliswiss' financial capacity.

The lump sum allowance may not exceed the amount of the economic loss.

Art. 20 Increased lump sum allowance

The lump sum allowance amount may not be increased.

If a member, in the past and with the approval of Soliswiss, has agreed to an increase of the lump sum allowance amount and if the corresponding additional contributions have been paid regularly, the maximum amount of the lump sum amount shall be based on the agreed amount.

In any case, the discussion regarding the suitable amount in each individual case is at the discretion of the Council. The Council assesses the overall circumstances, including Soliswiss' financial capacity.

The lump sum allowance may not exceed the amount of the economic loss.

If a member fails to pay their owed contributions in due time when increase in the lump sum allowance has been agreed, such increase shall cease after two requests for payment. The Administrative office may allow exceptions in justified cases.

Art. 21 Lump sum allowance requirements

All of the following requirements must be met:

- The occurrence of an economic loss of livelihood, in particular caused by a significant impairment of the income basis and earning opportunities,
- which is caused by wars, internal unrest or drastic political coercive measures, with no fault from the member's part.
- The economic loss must be material and not temporary, and any legal remedies, where applicable, must be exhausted.
- The events which have largely led to the economic loss of livelihood must have occurred after the expiry of a **waiting period** of 2 years. In the case of former junior members, the time spent as a junior is taken into account in the calculation of the waiting period.
- Membership has not been cancelled and the member has paid their membership fees regularly.

In the event of a worldwide or large-scale crisis leading to the contemporary loss of livelihood for a large number of members, no lump sum allowance is paid.

In principle, no lump sum allowance is paid to junior members.

Art. 22 Information and cooperation obligations of the members

Members are obliged to provide the information and supporting documents necessary for the assessment of their application.

Art. 23 Obtaining additional information

Soliswiss may conduct its own research and obtain additional income from third parties, in particular from the competent Swiss representation abroad. For this purpose, it may share the applicant's personal data.

Chapter 7: Procedure

Art. 24 Application for lump sum allowance

Individual members and couple members may, at any time, apply for a lump sum allowance. For this purpose, Soliswiss shall provide an application form, upon request.

Art. 25 Report of the Administrative office

Based on the application, the Administrative office prepares a report for the Council, exclusively for internal use. Such report contains a summary of the known facts, a brief assessment of the formal and material requirements and a recommendation. The application is attached.

Art. 26 The decision of the Council

The Council decides on the request at a Council meeting. In very urgent cases, this may be decided by means of a circular letter, based on an absolute majority.

The Council is under no constraints in its appreciation of the facts presented and makes decisions at its discretion.

A record is kept of the decision of the Council. The Administrative office informs the applicant member on the decision of the Council.

Art. 27 Payment of the lump sum allowance

The payment is made to the member's bank account. In principle, cash payments or payments to the bank account of a third party is generally not possible.

It is the member's responsibility to ensure that the funds are correctly declared to the competent tax authorities.

Art. 28 Loan instead of lump-sum allowance

The Council is free to grant an interest-free loan instead of a lump sum allowance, in particular if the decision on state compensation is still pending or there is no certainty, for other reasons, as to whether the loss of livelihood is long-term or permanent.

Where provided for in the loan agreement, the loan may be converted into a lump sum allowance at a later date under certain circumstances, in particular in the event of long-term duration, or permanence of the loss of livelihood. Details are defined in the loan agreement.

Should the borrower die before the lump sum allowance has been converted, the Council may waive the repayment of the loan by the heirs.

Chapter 8: Other provisions on lump sum allowance

Art. 29 Securing the lump sum allowance

The Administrative office draws up an annual calculation of the provisions for the attention of the Council, based on a country risk assessment and taking into account any potential lump sum allowances in the individual countries.

Chapter 9: Relief fund principles

Art. 30 Purpose of the relief fund

The purpose of the relief fund is to provide financial assistance to members in need, on the basis of a solidarity approach, especially when no lump sum allowance can be paid. Furthermore, advice for Swiss non-members in need can be financed, in individual cases, via the Soliswiss relief fund.

Art. 31 Relief fund contributions

The amount of the support contributions to members is determined on a case-by-case basis. As a rule, these contributions are limited to a maximum of CHF 2,500 and generally take place through single payments. No recurring contributions can be discussed.

Art. 32 Requirements for a relief fund contribution

Relief fund contributions in the form of cash payments may only be made to members.

Relief fund contributions may be considered in extreme cases and in cases of hardship where members find themselves in a severe financial emergency and all other options have already been exhausted, where applicable (requests to family, friends and acquaintances as well as government and possibly non-governmental organisations).

Art. 34 Use of relief fund contributions:

Relief fund payments to members shall be granted in particular for the following purposes:

- To facilitate a (professional) restart or reconstruction after loss of livelihood due to political events (where no lump sum allowance is possible), epidemics, pandemics, or natural disasters
- To avert imminent bankruptcy or to remedy serious financial problems caused by political events, epidemics, pandemics, or natural disasters
- To help those in need, families and single parents and their children to overcome or alleviate severe financial distress
- For measures/purchases aimed at (creatively and concretely) mitigating an emergency situation

The Council may determine further uses.

Art. 35 Favouring factors

In deciding whether and how much support should be issued, the following criteria may be taken into account, as a favourable factor:

- the emergency situation is due to no fault of the person and threatens their livelihood
- children or helpless persons are involved
- If there are high chances that the Soliswiss contribution will significantly reduce or even resolve the emergency situation.
- The person lives or the C&C member is based in a country at risk (see Soliswiss risk index)
- Duration of the membership

Chapter 10: Procedures for the provision and granting of relief fund contributions

Art. 36 Provision of money from the relief fund

As part of the budgeting process, the Soliswiss Council establishes an overall ceiling each year, based on which the amount of money that can be paid out to members in the corresponding year is decided.

Where required by the circumstances, the Council may issue additional relief funds for special purposes in special situations.

The granting of relief funds is published on www.soliswiss.ch.

Art. 37 Application for an aid fund contribution

Applications for aid fund contributions may be submitted at any time.

The Council or the Administrative office may set some deadlines for the processing of applications, especially if many relief fund applications are expected in a certain period of time. Deadlines are published on www.soliswiss.ch.

Applications can be formulated freely. As well as describing the emergency situation and its circumstances, the applicant, in their application, should explain how the one-off payment can be used in a targeted manner, is meaningful and fit for the purpose. Soliswiss reserves the right to ask further questions and for clarifications.

Art. 38 Decision process on relief fund contributions

The Council may delegate the award of the relief fund contributions either to the Administrative office or to an especially appointed jury. These bodies process applications as quickly as possible, decide at their discretion, taking into account the set criteria, inform the applicant member about the decision and report regularly to the Council.

Art. 39 Payment of relief fund contributions

As a rule, the payment is made to a bank account of which the member is the holder. In principle, payment to third parties are not possible. Any exception must be justified.

It is the member's responsibility to ensure that the funds are correctly declared to the competent tax authorities.

Art. 40 Loans instead of one-off contribution

If it can reasonably be assumed that the member will quickly overcome the emergency situation, the relief fund contribution can also be granted in the form of a loan. It is possible to establish that

Soliswiss may waive repayment if the financial situation of the member justifies it. Loans are generally interest-free for a fixed period of time. The terms and conditions are set out in the loan agreement.

SECTION III PARTICIPATION IN THE COOPERATIVE

Chapter 11 General aspects

Art. 41 Right to information

Soliswiss ensures that members are adequately informed so that their rights can be safeguarded.

Soliswiss may disclose relevant information to the members in order for the members of the cooperative to be able to understand whether and how Soliswiss pursues its purpose.

Moreover, during the financial year, Soliswiss informs the members on how the cooperative is evolving.

Art. 42 General participation possibilities

The Council and the Administrative office may, at any time, invite the members to participate actively, such as to provide their opinion on amendments to the Articles of Association.

Chapter 12 Participation in the GM

Art. 43 Participation in the GM

The members are invited to the annual General meeting as well as to any additional extraordinary General meetings.

The invitation to the annual General Meeting, together with the agenda items, is available on the Soliswiss website. If, for technical or other reason, this is not possible, the convocation may also be published in the Swiss Official Gazette of Commerce (SOGC).

No resolutions may be made on agenda items that were not duly notified, except on a motion to convene a further general meeting. Furthermore, the essential content of any amendment to the Articles of association submitted must be notified.

Every member of the cooperative is entitled to participate in the General meeting and shall have one vote. A member may authorise another member in writing to represent them. However, one member may not represent more than two other members.

Art. 44 Powers of the General meeting

In the General meeting, participating members decide on

1. the adoption and amendment of the Articles of Association,
2. the acceptance of the annual report and the annual financial statement,
3. the discharge of the Council
4. the amount of the annual membership fee,
5. the dissolution of Soliswiss and use of a liquidation surplus,

They choose

6. The President, the members of the Council and the statutory auditors

Members may stand for election to the Council.

Art. 55 Majorities required and election and vote procedure

The General meeting decides and holds its elections by an absolute majority of the votes. A second vote or election are based on a relative majority. In the event of a tie, the vote of the chairperson decides. With respect to elections, no new candidates may be proposed for election in the second ballot and in any subsequent ballots.

Any amendment to the Articles of association and the dissolution of Soliswiss require a two-thirds majority of votes.

Votes and elections take place publicly, unless a member requests a secret ballot.

FINAL PROVISIONS

All previous regulations are hereby replaced. The Articles of association and the Law shall prevail.

Adopted by the Soliswiss Council on 1 March 2022.