Islamic Development Bank Banque Islamique de Développement



البنك الإسلامي للتنمية

26/04/1443H

01/12/2021G

# ADMINISTRATIVE DECISION

# Subject: Revised Rules of the Islamic Development Bank Group Staff Retirement Plan

# THE CHAIRMAN, ISLAMIC DEVELOPMENT BANK GROUP (IsDB Group),

# HAVING REGARD to:

- (i) IsDB Board of Executive Directors Resolution No. BED/19/12/020/ (338)/83, regarding the Recommendations of the Pension Committee on the Implementation of a New Retirement Scheme from 1 January 2021,
- (ii) IsDB Board of Executive Directors Resolution No. ED/24/4/021/ (340)/32, regarding Report on the Changes in the Revised Rules of IsDB Group Staff Retirement Plan,
- (iii) ITFC Board of Directors' Endorsement of the Revised Rules of IsDB Group Staff Retirement Plan in its meeting No. 66 held on 21 June 2021,
- (iv) ICD Board of Directors' Resolution No. BOD 105-Part 1/7/442 dated 21 June 2021 on the Revised Rules of IsDB Group Staff Retirement Plan, and
- (v) The Pension Committee approval of the revised Rules of the IsDB Group Staff Retirement Plan in its meeting held on 21 September 2021,

# DECIDES:

- 1. To issue the Revised Rules of the IsDB Group Staff Retirement Plan (SRP) appended hereto as approved by the respective Boards of the IsDB Group entities.
- 2. That, the SRP shall be implemented as per the Pillar I and Pillar II Rules with the applicable dates designated therein for each of the Pillars.
- 3. That, this Administrative Decision shall be circulated within IsDB Group.

# GIVEN under my signature on the date stated above.

Dr. Muhammad Al Jasser Chairman, IsDB Group

Ref.No. 08

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Annex

Revised Rules of the Islamic Development Bank Group Staff Retirement Plan









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# **PREAMBLE:**

The Board of Executive Directors of the Islamic Development Bank (IsDB);

Also, in its capacity as the Board of Directors of the Islamic Corporation for Insurance of Investment and Export Credit ("ICIEC");

And with the concurrence of the Board of Directors of the Islamic Corporation for the Development of the Private Sector ("ICD") and the Board of Directors of the International Islamic Trade Finance Corporation (ITFC), which shall each endorse these Rules.

Pursuant to Article 29(3) of the Articles of Agreement of the IsDB.

# HEREBY ADOPTS THE FOLLOWING RULES:

# 1. TITLE AND COMMENCEMENT

- 1.1 These Rules shall be known as "The Rules of the Islamic Development Bank Group Staff Retirement Plan", shortly "The Rules of IsDB Group Staff Retirement Plan" and shall enter into force as of the date of its adoption.
- 1.2 These Rules shall replace the Islamic Development Bank Staff Retirement Plan. Any action, arrangement, commitment or other dealing pursuant to the Islamic Development Bank Staff Retirement Plan before the coming into force of these Rules, shall continue until completed or accommodated within these Rules.
- 1.3 These Rules shall apply to IsDB, ICIEC, IsDB Institute, ICD and ITFC.

#### 2. DEFINITIONS AND INTERPRETATION

- 2.1 The words and phrases set below shall have the following meanings for the purposes of these Rules unless a different meaning is plainly required by the context:
  - 2.1.1 **"Accumulated Contributions"** means the sum of a Participant's Contributions to the Plan plus any-actual return on investment.
  - 2.1.2 **"Actuarial Equivalent"** means the equivalent value when computed on the basis of the actuarial tables last adopted by the Pension Committee.
  - 2.1.3 **"Administration Committee"** means the Committee, provided for in **Rule 6.2.1**, appointed by the Pension Committee to administer the Plan.
  - 2.1.4 "Bank/IsDB" means the Islamic Development Bank.
  - 2.1.5 "Effective Date of Plan" means 1/7/1399H (27/5/1979G).
  - 2.1.6 "Employee" means any person employed by the Bank on a regular appointment not holding a temporary, part-time or consultant appointment who receives a regular stated Remuneration from the Bank. It includes the President and the Vice Presidents. In all cases of doubt the Administration Committee shall determine whether any person is an Employee as herein defined.
  - 2.1.7 **"Investment Committee"** means the Committee, provided for in **Rule 6.3.1**, appointed by the Pension Committee to determine the investment of funds and assets of the Plan.
  - 2.1.8 "Member of the Group" means IsDB, ICIEC, IsDB Institute, ICD and ITFC.
  - 2.1.9 "Normal Retirement Date" of a Participant means the first day of the calendar month next following the 62<sup>nd</sup> anniversary of his or her birth according to the Gregorian calendar or the date of such anniversary if it shall fall on the first day of a calendar month except as otherwise provided in Rule 10.5.2.
  - 2.1.10 "Participant" means any person participating in the Plan as provided in Rules 10.1 and 15.1.
  - 2.1.11 **"Pension"** means monthly payments for life payable under the Plan, except as may be otherwise expressly provided herein.
  - 2.1.12 **"Pension Committee"** means the Committee, provided for in **Rules 6.1.1 and 6.1.2**, appointed to supervise and control the overall administration of the Plan.
  - 2.1.13 **"Plan"** means the Staff Retirement Plan of the Islamic Development Bank Group as described herein.
  - 2.1.14 "Remuneration" of an Employee means the regular compensation paid by the Member of

the Group to such Employee for services rendered to the Member of the Group and shall not include such payments as reimbursement for taxes, allowances, bonuses, overtime, special pay or separation payments, temporary salary increase or lump sum payments in lieu of annual leave. The annual rate of Remuneration of a Participant during any period when he is not receiving Remuneration from the Member of the Group shall, for the purpose hereof, be deemed to be his annual rate of Remuneration at the time he last received Remuneration from the Member of the Group.

- 2.1.15 **"Retired Participant"** means a former Participant who has been retired under the Plan on a Pension, whether immediate or deferred.
- 2.1.16 **"Retirement Fund"** or **"Fund"** means all assets, and property of every kind and nature held for the purposes of the Plan including without limitation the Contributions of Participants, the Member of the Group, and the income therefrom.
- 2.1.17 **"Service"** of an Employee means all regular service rendered as an Employee and paid for by the Member of the Group, before the Normal Retirement Date.
- 2.1.18 **"Year"** means any twelve consecutive Hijri months. When any fraction of a year shall be involved in computing Eligible Service for retirement or death benefit, each month, fraction thereof in excess of fifteen days, shall be considered one twelfth of a year and any portion thereof amounting to fifteen days or less shall be disregarded.
- 2.2 The masculine pronoun, whenever used herein, includes the feminine unless the context clearly otherwise requires.

# 3. PURPOSE AND ADMINISTRATION

- 3.1 The sole purpose of the Plan shall be to provide Plan Benefits for and in respect of Participants and Retired Participants.
- 3.2 The Pension Committee shall administer the Plan with all the Plan's assets collectively comprising the Fund.

# 4. **CONTRIBUTIONS**

- 4.1 Bank's Contributions
  - 4.1.1 It is the responsibility of each Member of the Group to calculate and pay such Contributions to the Plan for the benefit of or in respect of each Participant or Retired Participant in accordance with **Rules 12.2 and 17.2** hereof and on such date or dates each year as specified therein, or to calculate and pay such Contributions to the Plan in respect of a funding plan as may be agreed with the Pension Committee.
  - 4.1.2 Each Member of the Group shall bear its share of the administrative expenses of the Plan.
  - 4.1.3 Any and all Contributions made to the Plan by a Member of the Group shall be irrevocable, and shall be held in the Fund, to be used in accordance with the provisions of the Plan in providing the benefits and paying the expenses of the Plan, and neither such Contributions nor any income there from shall be used for, or diverted to, purposes other than the exclusive benefit of Participants and Retired Participants or their beneficiaries or estate under the Plan, prior to the satisfaction of all liabilities with respect thereto.

# 4.2 Participants' Contributions

The Members of the Group shall collect Contributions from the Participants through deductions from the Remuneration of each Participant for each pay period at the time such Remuneration is paid and pay such Contributions to the Plan on such date or dates each year as shall be agreed between the IsDB and the Pension Committee.

# 4.3 Arrangements for Contributions

- 4.3.1 All Contributions shall be paid in cash.
- 4.3.2 Each Member of the Group shall provide the Pension Committee with such information as it may request in order that the Pension Committee satisfies itself as regards all matters relating to the Member of the Group and the Participants including but not limited to matters relating to the payment of Contributions.

# 5. THE FUND

5.1 The Fund shall comprise all Contributions paid to the Plan in accordance with **Rules 12 and 17** hereof, and all proceeds in respect of Contributions or in kind Contributions received from time to time, all investment returns whether positive or negative, profits or losses and accretions to the Fund whether arising from investments or not and any cash or assets transferred to the Fund, less any distributions made or expenses paid.

# 6. COMMITTEES

- 6.1 Pension Committee
  - 6.1.1 The overall responsibility for administering and carrying out the provisions of the Plan shall be with a Pension Committee composed of nine members.
  - 6.1.2 The Pension Committee shall be constituted as follows:

(a)	The President of IsDB	Chairman.
(b)	The Chairman of the Administration Committee	Member.
(c)	The Chairman of the Investment committee	Member.
(d)	Three Executive Directors chosen by the Board of Executive Directors of IsDB	Members.
(e)	An Employee of IsDB to be appointed by the President	Member.
(f)	Two Employees to be elected by the Participants	Members.

- 6.1.3 Members in the Pension Committee shall hold office for a period of three years and shall be eligible for re-appointment or re-election.
- 6.1.4 The Pension Committee shall appoint, in the manner provided in Rule 6.2.1, an Administration Committee and shall appoint either an Investment Committee or a trustee or agent for the Retirement Fund as provided more specifically in Rules 6.3.1 and 7.4.9 hereof, It shall also appoint such additional committees as it may deem necessary or appropriate, and shall define their powers and duties, not inconsistent herewith.
- 6.1.5 The Pension Committee shall decide on all matters of general policy nature, arising under the Plan, and on all other matters, including any interpretation of the provisions of these Rules required under the provisions of the Plan or submitted to it by any Sub-committee appointed by it.
- 6.1.6 The Pension Committee shall have authority to make and establish such rules, policies and procedures for the overall administration and functioning of the Plan, and the collection,

investment, management, safe-keeping and disbursement of the Retirement Fund as shall not be contrary to the provisions hereof. All such rules, policies, and procedures shall be binding upon the Members of the Group, Participants, Retired Participants and all other persons having any interest in the Plan or the Retirement Fund.

- 6.1.7 The Pension Committee shall adopt from time to time, upon recommendation of the actuary, tables for the use in all actuarial and other calculations required in connection with the Plan.
- 6.1.8 The Pension Committee shall make periodic valuations of the fixed and contingent assets and liabilities of the Plan not less often than once every three years, and shall from time to time review the costs and benefits of the Plan and recommend any changes in the Contributions and benefits provided for therein which they shall deem desirable.

## 6.2 Administration Committee

- 6.2.1 The Administration Committee shall be composed of five persons. The members shall be appointed by the Pension Committee upon recommendation by the President of IsDB to serve under the supervision the Pension Committee. The Pension Committee shall designate one of the members of the Administration Committee as Chairman and another as Vice Chairman of the Administration Committee.
- 6.2.2 The Administration Committee shall, subject to the supervision and control of the Pension Committee, be responsible for the administration of the Plan and its application to Participants, Retired Participants and their beneficiaries under the Plan. Except as may be herein otherwise expressly provided, the Administration Committee shall have the right to interpret the Plan, to determine whether any person is or was an Employee, Participant or Retired Participant, to direct the Member of the Group to make disbursements from the Retirement Fund in payments of benefits under the Plan, to determine whether any person has a right to any benefit under the Plan and, if so, the amount thereof, and to determine any question arising hereunder in connection with the administration of the Plan or its application to any person claiming any right or benefits thereunder, and its decision or action in respect thereof shall be conclusive and binding upon all persons interested.
- 6.2.3 The Administration Committee, subject to the general authority of the Pension Committee, shall have authority to make, establish and prescribe such rules, policies, procedures and forms for the administration of the Plan, its interpretation, the exercise by individuals of rights or privileges hereunder, the disbursement of the Retirement Fund and the application of the Plan to individuals and the Members of the Group as shall be consistent with the provisions hereof.
- 6.2.4 The Administration Committee shall maintain accounts showing the fiscal transactions of the Plan, and shall keep in convenient form such data as may be necessary for actual

valuations of the Plan provided that if a trustee or agent is appointed under **Rule 7.4.9** hereof, the investment account shall be maintained by it. The Administration Committee shall prepare annually a report showing in reasonable detail the assets and liabilities of the Plan and giving a brief account of the operation of the Plan for the past year. Such report shall be submitted to the Pension Committee.

## 6.3 Investment Committee

- 6.3.1 The Investment Committee shall be composed of five persons appointed by the Pension Committee upon nomination by the President of the Bank, to serve under the supervision of the Pension Committee. The Pension Committee shall designate one of the members of the Investment Committee as Chairman and another as Vice Chairman of the Investment Committee.
- 6.3.2 Subject to the general control and supervision of the Pension Committee, the Investment Committee shall determine and direct the management and investment of the Retirement Fund, and shall exercise such other powers and functions as shall be conferred upon it thereunder.
- 6.3.3 The Investment Committee in carrying out its functions hereunder, may, upon such terms and conditions as may be deemed appropriate, delegate to any sub-committee selected by it from its members, to an official or officials of the Bank or to any investment counsel chosen by the Investment Committee the power to select, within the general investment programme from time to time approved by it, the particular investments, securities and property in which the Retirement Fund shall be invested by the Bank pursuant to **Rule 7.3** hereof.
- 6.4 General Provisions relating to Committees
  - 6.4.1 An appointed member of a committee shall signify his or her acceptance of his or her appointment by filing written acceptance thereof with the Secretary of such committee, and may resign by delivering his or her written resignation to the Secretary of such committee.
  - 6.4.2 A majority of the members of any committee for the time being in office shall constitute a quorum for the transaction of business. All actions taken by any committee at any meeting shall be by the vote or other decision of a majority of those present at such meeting. Any committee may from time to time establish rules not inconsistent herewith for the transaction of its business.
  - 6.4.3 Each committee shall appoint secretary and assistant secretary. The latter two need not be members of the committee.
  - 6.4.4 Each committee is authorized to obtain such clerical, medical, actuarial, accounting and

other services as it may deem necessary or advisable in the performance of its functions. However, all services required under the Plan shall be performed by the regular staff of the Bank wherever possible. Committee members and staff members of the Bank shall not receive any additional special compensation for their services in connection with the Plan.

- 6.4.5 A member of a committee who is a Participant or a retired Participant shall not vote or otherwise act as a committee member on any question relating exclusively to him or her.
- 6.4.6 The Bank shall, on the request of any committee, furnish to it such information as it shall require to perform its functions under the Plan.
- 6.4.7 Any direction, certification, notification or instruction by any committee hereunder shall be in writing and signed by the Chairman, Vice Chairman, Secretary or Assistant Secretary of such committee.

# 7. **INVESTMENT OF THE FUND**

## 7.1 General Status of the Assets

All the Contributions made by the Bank and by Participants pursuant to **Rules 12 and 17** hereof, and all other assets, funds and income of the Plan, shall be transferred to the Retirement Fund and subject to Employee's benefits shall become the property of the Plan, and shall be held and administered separately from the other property and assets of the Bank, ICIEC, IsDB Institute, ICD and ITFC, as the Retirement Fund, solely for use of providing the benefits and paying the expenses of the Plan, and no part of the corpus or income of the Retirement Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and retired Participants or their beneficiaries under the Plan, prior to the satisfaction of all liabilities with respect to such Participants, retired Participants and beneficiaries. No person shall have any interest in or right to any part of the Retirement Fund or of the earnings thereof or any rights in, or to, or under the Plan, or any part of the assets thereof, except as and to the extent expressly provided in the Plan.

## 7.2 Separate Investment

The Bank shall hold, invest and reinvest the Retirement Fund separate and apart from all its other property and assets and shall make such payments therefrom as the Administration Committee shall from time to time direct to be paid and certify to be in payment of benefits under the Plan.

## 7.3 Form of Investment

The Bank shall invest and reinvest the Retirement Fund including without limitation the income from any investments and reinvestments thereof in any profit yielding operations in conformity with Shariah, as the Investment Committee, subject to such policies as may be prescribed by the Pension Committee, may from time to time direct. Such investment or reinvestment shall not be

restricted to such investments, shares or property as may be authorised for fiduciaries of any kind under any present or future law. The Bank shall retain in cash and keep unproductive of income such part of the Retirement Fund as the Investment Committee or trustee or agent may from time to time direct.

- 7.4 General Powers of the Bank
  - 7.4.1 The Bank, subject to any directions which may be given to it hereunder by the Investment Committee or by the Pension Committee, may exercise all such powers, do all such acts and execute all such documents as it may deem necessary or appropriate for, or in connection with, the acquisition management, recovery, safe-keeping, protection and disposal by it hereunder of the Retirement Fund, or any part thereof, including but not by way of limitation, the exercise of the power;
  - 7.4.2 To sell, exchange, convey transfer or otherwise dispose of any property held by it as part of the Retirement Fund by a private contract or at public auction, for cash or on differed payment basis;
  - 7.4.3 To vote upon any shares held by it in the Retirement Fund to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other option and to make any payments incidental thereto; to consent to or otherwise participate in corporate re-organizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of any owner with respect to stocks, bonds, notes, debentures, equipment or other securities or property in the Retirement Fund;
  - 7.4.4 To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any all other instruments that may necessary or appropriate to carry out the powers herein granted;
  - 7.4.5 To register any investment in the Retirement Fund in its own name or in the name of a nominee and to hold any investment in bearer form, but the books and records of the Bank shall at all times show that all such investments are part of the Retirement Fund;
  - 7.4.6 To deposit or hold cash, shares or other property of the Retirement Fund in such form, in such banks or other depositories, with such other places as it shall deem necessary or desirable;
  - 7.4.7 To enter into any such contract or contracts as the Investment Committee may direct with any insurance company or companies to provide for the payment of any pension, annuity, or other benefit provided for in the Plan, and to disburse any of the Retirement Fund in payment of premiums or any other obligations under any such contract;

- 7.4.8 To purchase from an insurance company or companies, and to pay the premiums or other cost thereof from the Retirement Fund, contracts of such kinds, in such amounts, so payable, and against such risks in connection with the Plan as the Investment Committee may direct; and
- 7.4.9 To appoint a corporate trustee or an agent for the Retirement Fund with the power to invest such assets of the Fund as may be committed to it and, if so determined by the Pension Committee, to make disbursement on the order of the Bank, but without authority to make determinations of benefits under the Plan.

## 7.5 Responsibility for Propriety of Payment

The Bank shall not be responsible for the propriety of any payments made by the Bank from the Retirement Fund at the direction of the Administration Committee as aforesaid or for the propriety of any action taken or omitted by it in connection with the Retirement Fund at the direction of the Investment Committee or the Pension Committee.

# 7.6 Duty of Inquiry

No person dealing with the Bank in connection with the Retirement Fund shall be required to make any inquiry whether the Bank has been directed or instructed by any committee or is otherwise authorized to take or omit to take any action; or to inquire into the validity, expediency or propriety of any action taken or omitted by the Bank; or to follow the application by the Bank of any money or property which may be paid to the Bank or on its order.

# 7.7 Records and Reports

The Bank shall keep or shall cause to be kept by the trustee or agent, if any, accurate and detailed accounts of all investments, receipts, disbursements and other transactions relating to the Retirement Fund, and all such accounts and records shall be open to audit and inspection at all reasonable times by any person authorised by the Pension Committee. Within ninety days after the end of each year in which it has acted hereunder and within ninety days after the date on which it shall last act hereunder, the Bank shall file or shall cause to be filed with the Administration Committee a written account setting forth the investments, receipts, disbursements and other transactions of the Retirement Fund effected by it during the preceding calendar year, or during the period since the end of the period for which it last filed such a written account, as the case may be.

# 7.8 Manner of Disbursement

The Bank shall, subject to the provisions hereof, determine the manner in which the funds of the Plan shall be disbursed, including the form of voucher or warrant to be used in making disbursements and the due qualification of persons authorised to approve and sign the same.

### 7.9 Place and Recipient of Payment

The Bank may make payment of any pension, annuity, benefit, or other amount hereunder at such place and in such manner as it shall determine. The Bank shall not be required to make any investigation to determine the identity or the mailing address of any person entitled to any such payment hereunder. It may, however, defer making any such payment until it is satisfied with respect to the identity and the mailing address of the person or persons entitled to any such payment. If there shall be any dispute, or if the Bank or Administration Committee shall have any doubt, concerning the identity or rights of any person or persons entitled to payments hereunder, the Bank may with-hold payment thereof until such dispute shall have been settled or such doubt shall have been satisfied by arbitration or by a court of competent jurisdiction or by a written stipulation binding on all the parties concerned.

#### 7.10 Permitted Investments

- 7.10.1 Without prejudice to its General Powers of Investment, the Pension Committee shall from time to time agree with the Bank:
  - (a) A range or list of investments (the "Permitted Investments") with respect to the investment of Contributions or any other account so attributable; and
  - (b) The facilities and charges for making such investments and for switching investments.
- 7.10.2 The Pension Committee shall review the performance of the Permitted Investments at least quarterly and may from time to time, with the consent of the Bank, determine that changes be made to the range or list of Permitted Investments and may remove or replace or add to the range or list of Permitted Investments such investments as the Pension Committee may determine.

## 7.11 Liability for investing the Fund

Without prejudice to the generality of **Rule 9.3**, the Pension Committee shall incur no liability (except where such liability arises as a result of the Pension Committee's fraud, wilful misconduct or gross negligence) when investing and retaining the whole or part of the Fund.

#### 8. APPOINTMENT OF ADVISORS

8.1 Actuary

The Pension Committee shall appoint an independent qualified actuary or a qualified actuary from an independent firm employing consulting actuaries, to conduct an actuarial valuation of the Plan, at least every three years. Each such valuation shall include a certification of validity of the Actuarial Factors Table and a recommendation as to any modifications thereto as are considered necessary. The Remuneration of the Actuary shall be an expense of the Group.

### 8.2 External auditor

The appointed external auditor shall conduct at the end of each financial year, the financial status and the management of the Plan. Each such audit shall examine, inter alia, the compliance of the Plan with the Investment Policies and with all relevant rules and regulations. <u>The Remuneration of the Auditor shall be an expense of the Group</u>.

### 8.3 Administrator

The Pension Committee may at any time and from time to time appoint a person or a firm whom it considers to be suitably qualified and competent as an Administrator to provide such Plan Administration Services upon such terms including as to Remuneration as may be agreed between the Pension Committee and the Administrator. Such appointment shall be made in accordance with ISDB Procurement Rules and Guidelines.

#### 8.4 Fund Manager

The Investment Committee may at any time and from time to time appoint a person whom it considers to be suitably qualified and competent as a Fund Manager to provide such management services upon such terms including as to Remuneration as may be agreed between the Pension Committee and the Fund Manager. <u>The Remuneration of the Fund manager shall be an expense of the Fund.</u>

#### 8.5 Nominee

Investments may be made by the Pension Committee either in its own name or in the name, as nominee for them, of any corporate body acting as custodian or otherwise (the "**Nominee**"). In the latter event the Nominee may (provided that it is acting in good faith) comply with any direction issued to it by the Pension Committee concerning the investments without being obliged to ascertain whether or not such directions are in accordance with the Plan Rules and Regulations. The Remuneration of the Nominee shall be an expense of the Fund.

## 8.6 Investment Advisor

- 8.6.1 The Pension Committee may at any time and from time to time appoint one or more persons and/or firms whom it reasonably considers to be suitably qualified and competent to advise on the determination of the Permitted Investments or on any investments or to manage the investment of part or all of the Fund and to act generally as Investment Advisor (the "Investment Advisor").
- 8.6.2 The Pension Committee may empower any such Investment Advisor either on discretionary or discretionary basis after consultation with the Bank thinks fit, to exercise all or any of the powers and discretions of the Pension Committee in regard to the determination of the Permitted Investments or the selecting making changing and

realising of investments or arising from or in connection with the holding of investments.

- 8.6.3 Any investments of the Fund may be made by an Investment Advisor as nominee for the Pension Committee in the name of or transferred or delivered to or otherwise vested as nominee for the Pension Committee in such Investment Advisor or its nominee and may be left indefinitely or for any period or periods in the name or possession of or vested in such manager or nominee as nominee for the Pension Committee.
- 8.6.4 Any appointment of an Investment Advisor in accordance with **Rule 8.6.1** shall be on such terms and subject to such conditions as the Pension Committee thinks fit and as may be agreed with the Investment Advisor by the Pension Committee. The fees and charges of the Investment Advisor shall be expenses of the Fund.
- 8.7 Liability for actions of third parties

Without prejudice to the generality of **Rule 9.3** the Pension Committee shall incur no liability (except where such liability arises as a result of the Pension Committee's fraud wilful misconduct or gross negligence) arising from:

- 8.7.1 The negligence or fraud of any persons acting as Actuary, Auditor, Nominee, Delegate, Administrator, Fund Manager or Investment Manager or generally any professional adviser appointed or employed by the Pension Committee (or whose appointment or employment is maintained by the Pension Committee) in utmost good faith; or
- 8.7.2 Anything done or omitted to be done in reliance upon any advice given or purporting to have been given by any Actuary, Auditor, Nominee, Delegate, Administrator, Fund Manager or Investment Manager or generally any professional adviser appointed by the Pension Committee except where the reliance was given in bad faith.

# 9. **PENSION COMMITTEE GENERAL PROVISIONS**

- 9.1 Record keeping
  - 9.1.1 The Pension Committee shall ensure that such accounts, entries, registers and records as are necessary for the proper administration of the Plan are kept.
  - 9.1.2 The Pension Committee shall keep accurate and proper records of its decisions but for the avoidance of doubt shall not be required to produce such records (or copies) to any person (whether actually prospectively or contingently interested under the Plan, or not) unless required to do so by the order of any competent court or arbitrator.
  - 9.1.3 The Pension Committee shall also ensure that records are kept of payments out of and receipts credited to the accounts maintained by it and in respect of the Plan Account. Such records may be maintained by the Pension Committee or may be delegated pursuant to **Rule 8.3**.

# 9.2 Conflict of interest

The Pension Committee shall be subject to the same rules and regulations of IsDB regarding conflict of interest prevention and remedy.

- 9.3 Exonerations and indemnities
  - 9.3.1 The Pension Committee, including any sub-committees, shall not incur any liability whatsoever except liability arising from their gross negligence, fraud or wilful misconduct.
  - 9.3.2 The Pension Committee, including any sub-committees, may obtain insurance against liability for any act or omission in relation to the Plan. Premiums relating to such insurance shall, save where the law does not permit to meet such payments from the Fund, be an expense of the Fund.

# 9.4 Remuneration of the Pension Committee

The Pension Committee, including any sub-committees, shall not be entitled to any Remuneration for its services provided in connection with the Plan.

# PILLAR I PARTICIPATION, CONTRIBUTIONS AND BENEFITS

## 10. **PARTICIPATION**

## 10.1 Basic Provisions on Participation

Every Employee who has joined the Bank before 16/05/1442H (31/12/2020G) as regular staff shall, as a condition of service, become a Participant as of the first day of his service, provided that as of such date he shall not have reached his normal retirement date.

10.2 Termination of Participation

A Participant shall cease to be a Participant under this Pillar as of the earliest of the following:

- 10.2.1 The date on which he dies, or retires under this Pillar;
- 10.2.2 The date on which, at or after leaving the service of the Bank, he notifies the Administration Committee in writing that he elects to cease to be a Participant and withdraws his accumulated Contributions;
- 10.2.3 The date on which he notifies the Administration Committee in writing that he elects to cease to be a Participant and to transfer out his accumulated Contributions.
- 10.3 Accrual of Participating Service during Absence
  - 10.3.1 Participating service shall be deemed to continue while a Participant is on leave of absence with pay or during the period of any other leave of absence approved by the Bank for which he and the Bank shall have arranged to make their respective Contributions. Contributions shall be paid by the Bank for such leaves of absence pursuant to rules which are uniformly applicable.
  - 10.3.2 Participating service shall be deemed not to be continued during the period of any absence of a Participant, except as provided above, or during any period of service for which Contributions are not made as provided in **Rule 12.1**.
- 10.4 Resumption of Participation

A person who ceases to be a Participant and who again becomes a Participant shall receive benefits on account of his service before he last ceased to be a Participant only as provided in **Rule 14**.

- 10.5 Participation after Normal Retirement Date
  - 10.5.1 No person shall be a Participant after the first day of the calendar month next following the 62<sup>nd</sup> anniversary of his birth, or the date of that anniversary if it falls on the first day of a calendar month except as provided in the Rule below.

10.5.2 Any person who attains the age of 62 and continues in the employment of the Bank, pursuant to Section 5.9(a) of Chapter 5 of IDB Staff Regulations, shall continue to be a Participant in the Plan and he and the Bank shall continue to make their respective Contributions to be eligible to earn benefits under the Plan until he shall have completed sufficient service to earn the maximum pension payable under Rule 13.2.1. Unless his participation has otherwise terminated, it shall terminate in any event on the date when he completes such service. The date as of which he ceases to be in participating service, for any reason other than death, shall be deemed to be his normal retirement date, with his pension effective from the first day of the month next following, or the date of termination of participation if it shall fall on the first day of a month. If participation is terminated by death, the benefits provided in Rules 13.7 to 13.10 shall be applicable.

## 11. PARTICIPATING SERVICE AND ELIGIBLE SERVICE

# 11.1 Participating Service

Participating service under the Plan, except as otherwise provided in the Plan, shall be all service rendered to the Bank by an Employee as a Participant, for which Contributions have been made as provided in **Rule 12.1**, including service rendered before the effective date of the plan, and including the period of any leave of absence to the extent provided in **Rule 10.3**.

## 11.2 Eligible Service

Eligible Service of a Participant under the Plan shall be the sum of his participating service and all service under other plans with respect to which agreements for transfer have been made in accordance with **Rule 13.14 and Rule 22** and for which the appropriate transfer of credits and funds has been affected.

# 12. **CONTRIBUTIONS**

## 12.1 Contributions by Participants

Contribution of the Participants to the Plan shall be fixed at 11.1% of their respective pensionable Remuneration as Employee of the Bank. This rate may be revised from time to time as agreed between the Participants, the Bank and the Pension Committee. The agreed rate shall be based on the recommendations of the Pension Committee at the time of each actuarial valuation and will not be higher than the Contributions by the Bank.

# 12.2 Contributions by the Bank

12.2.1 The Bank will, notwithstanding any other provision hereof, contribute the part of the cost and expenses of the Plan not provided by the Contribution of Participants. The Contributions of the Bank shall be payable each year at such intervals as the Pension Committee shall determine, and shall consist of:

- (a) A percentage of the Remuneration of all Participants computed to cover the current cost of the Plan, known as the "normal Contributions", and
- (b) Any additional amounts required at any time to pay the benefits of the Plan not otherwise covered, known as the **"Accrued Liability Contribution"**.
- 12.2.2 The initial normal Contribution rate shall be 25.9% of their respective pensionable Remuneration as Employee of the Bank but the rate shall be reconsidered by the Board of Executive Directors on the recommendations of the Pension Committee at the time of each actuarial valuation and shall be established at not less than the percentage required to cover the present value of all benefits to be provided by the Bank Contributions on account of Participants and retired Participants then covered under the Plan, in excess of the sum of that part of the Retirement Fund held therefore and the present value of any unpaid accrued liability Contributions.

### 13. **RETIREMENT AND OTHER BENEFITS**

- 13.1 Highest Average Remuneration (HAR)
  - 13.1.1 Highest Average Remuneration 1 (HAR1)

A Participant's HAR1 is the average annual basic salary (excluding cost of living allowance, COLA existing before 1/1/1420H (17/04/1999G) during the three consecutive years of eligible service before the date of retirement which afford the highest such average, or during the total years of such service if they are less than three.

13.1.2 Highest Average Remuneration 2 (HAR2)

A Participant's HAR2 is the average annual basic salary (including cost of living allowance, COLA existing before 1/1/1420H (17/04/1999G) during the three consecutive years of eligible service before the date of retirement which afford the highest such average, or during the total years of such service if they are less than three.

13.1.3 Weighted Highest Average Remuneration (WHAR)

A Participant's WHAR is equal to (HAR1 x ES1 + HAR 2 x ES2) / ES, where: ES1 is Eligible Service in Hijri years up to 30/12/1419H (16/04/1999G) ES2 is Eligible Service in Hijri years from 1/1/1420H (17/04/1999G) ES is total Eligible Service in Hijri years

#### 13.2 Normal Retirement

13.2.1 Upon reaching his normal retirement date, and completing five years of eligible service, a

Participant shall be retired under the Plan on a normal pension equal to one fortieth of his **Weighted Highest Average Remuneration** multiplied by the number of years of eligible service, provided, however, that the normal pension so computed shall in no case exceed seventy-five per cent of the Participant's **Weighted Highest Average Remuneration**.

- 13.2.2 A Participant's normal pension shall not be less than 100 US Dollars multiplied by the number of years of his eligible service, but such amount shall not exceed the Participant's Weighted Highest Average Remuneration.
- 13.2.3 A Participant who is permitted to continue to work beyond his normal retirement date shall receive no pension until he has ceased to be an Employee. His pension payment shall commence on the last day of the following month to the month in which he ceased to be an Employee or the last day of the same month if employment ceased on the first day of that month. The pension so payable shall be calculated on same basis as normal pension.

## 13.3 Early Retirement

- 13.3.1 A Participant, who has completed five or more years of eligible service and has reached the age of 55, shall, upon ceasing to be a Participant before his normal retirement date for any cause other than death or disability retirement under the plan, be retired under the plan on an early retirement pension. The early retirement pension, at the option of the Participant, shall be:
  - (a) A pension becoming effective on the first day of the month next following the date he ceases to be an Employee, or on such date if it shall be the first day of a month, or
  - (b) A deferred pension becoming effective on the first day of any month after his retirement but before his normal retirement date, or
  - (c) A deferred pension to become effective on his normal retirement date and computed in the same manner as a normal pension on the basis of his Weighted Highest Average Remuneration and eligible service at the time of his early retirement, provided, however, that unless the Participant shall otherwise elect by written notice filed with the Administration Committee, his early retirement pension shall be a deferred pension to become effective on his normal retirement date.
- 13.3.2 The amount of any such early retirement pension becoming effective before the Participant's normal retirement date shall be subject to the smaller of the following decreases:
  - (a) One fourth of one per cent of such pension for each full month between the date such pension becomes effective and the Participant's 60<sup>th</sup> birth date, or

(b) One eighth of one per cent of such pension for each full month remaining after subtracting from one thousand and eighty months, the sum of the Participant's age in full Gregorian months on the date his pension becomes effective and his eligible service in Hijri months.

## 13.4 Disability Retirement

- 13.4.1 A Participant shall be retired on a disability pension before his normal retirement date on the first day of a month not less than 30 nor more than 120 days next following receipt by the Administration Committee of written application by the Participant or the Bank; provided that a physician or physicians designated by the Administration Committee shall certify, and the Pension Committee shall find, on recommendation of the Administration Committee, that such Participant while in participating service, became totally incapacitated mentally or physically for the performance of any duty with the Bank which he might reasonably be called upon to perform; that such incapacity is likely to be permanent; that such Participant should be retired; and that such incapacity, if it occurred before the Participant had rendered five years of eligible service, was not directly connected with any physical or mental defect which, under rules prescribed by the Administration Committee, was a cause of ineligibility for Disability Retirement of and was known to the Administration Committee or would have been known but for the Participant's misrepresentation.
- 13.4.2 A disability pension shall become effective upon retirement and shall be equal to the normal pension using for such computation his **Weighted Highest Average Remuneration** and eligible service at the time of his disability retirement.
- 13.4.3 In no event, however, shall such pension be less than the smaller of:
  - (a) 50% of such Weighted Highest Average Remuneration, or
  - (b) The normal pension which the Participant would have received if he had remained a Participant until his normal retirement date without change in such Weighted Highest Average Remuneration.
- 13.4.4 The Administration Committee may require a retired Participant who is receiving a disability pension and who has not reached his normal retirement date to be medically examined from time to time, not more often than once a year, by a physician or physicians designated by the Committee. Such examination shall be made at the residence of such retirement Participant unless some other place shall be agreed upon by him and the Committee. If such a retired Participant shall fail to permit such an examination to be made, his disability pension may be discontinued by the Committee, if he shall permit such examination to be made and, in the discretion of the Committee, if he shall fail to permit such examination to be made within a period of one year from the mailing or other sending to him at his address as it appears on the records of the Committee, of request

therefore by the Committee, his incapacity may be deemed to have wholly ceased, and he may be deemed to have withdrawn from the plan as of the date when his disability pension was discontinued, with the eligible service accrued to the date of his disability retirement.

- 13.4.5 If the Administration Committee shall find as a result of a medical examination or on the basis of other satisfactory evidence that the incapacity of a retired Participant who has not reached his normal retirement date on account of which he is receiving a disability pension, has wholly ceased or that he has regained the earning capacity which he had before such incapacity, his disability pension shall be discontinued and if the Committee shall find that such incapacity has partially ceased for the performance of any work which he might reasonably be required to do, and that his earning capacity in any such work has been partially regained, his disability pension shall be reduced by the Committee in a reasonable amount. If a disability pension is so discontinued or reduced and the retired Participant shall again become incapacitated exclusively through and because of the same incapacity, his disability pension shall be restored upon the same conditions which applied to the original pension and the granting thereof, subject, however, to the provisions of **Rule 13.4.6**.
- 13.4.6 If a disability pension is discontinued pursuant to **Rules 13.4.4 or 13.4.5** above and has neither been restored pursuant to **Rule 13.4.5** within a period of five years from such discontinuance nor such retired Participant become again a Participant within such period, the concerned Participant shall be deemed to have withdrawn from the Plan as of the date his disability pension was discontinued, with the eligible service accrued to the date of disability retirement, and he shall be entitled to Early Retirement or Withdrawal benefits, whichever is applicable, reduced by all amounts received by him as disability pension.

## 13.5 Withdrawal Benefits

- 13.5.1 Any Participant with less than five years of eligible service shall upon ceasing to be a Participant for reasons other than death or disability retirement before his normal retirement date, be entitled to receive the amount of his accumulated Contributions at the time he ceased to be a Participant plus, if he shall have had one or more years of eligible service, an additional amount equal to one month's basic salary for each year of service.
- 13.5.2 Any Participant with five or more years of eligible service who is not entitled to early retirement and who ceases to be a Participant for reasons other than death or disability before his normal retirement date may be retired under the plan and receive either:
  - (a) A deferred pension to become effective on his normal retirement date and computed in the same manner as a normal pension on the basis of his Weighted
    Highest Average Remuneration and eligible service at the time he ceased to be a Participant, or

- (b) At his election in writing filed with the Administration Committee, a deferred pension calculated in accordance with the provisions of **Rule 13.3.2** to become effective on the first day of any calendar month following the fifty-fifth anniversary of his birth but not later than his normal retirement date.
- 13.5.3 Any Participant or retired Participant may at any time before his pension becomes effective, surrender all his rights in and to such pension and any other benefits which might become payable to him or on his account under the plan, and cease to be retired Participant, by executing and filing with the Administration Committee the form provided by the Committee for that purpose and he shall be entitled to receive within three months thereafter in lieu of such pension and all other benefits which might become payable to him or on his account under the plan the withdrawal benefits in accordance with the provision of **Rule 13.5.1**. Such surrender shall be effective upon such filing.
- 13.6 Survivor and Other Death Benefits

Upon the receipt of adequate proof, satisfactory to the Administration Committee, of the death of a Participant or retired Participant, there shall be paid to his eligible beneficiaries as set forth below. The proportion of the pension of each beneficiary shall be based on the following table:

Widow and Qualified Widower	Sons and/or Daughters	Father and/or Mother
1/2	1/3	1/6
1/2	1/2	-
2/3	-	1/3
-	5/6 if more than one	1/6
-	2/3 if one child only	1/3
-	5/6 if more than one	-
-	2/3 if one child only	-
-	-	1/2
2/3	-	-

# 13.7 Survivor's Benefit upon Death in Participating Service

Upon the death of a Participant while in participating service who is survived by beneficiaries, there shall be paid to such beneficiaries proportion of the disability pension which would have been payable to the Participant under **Rules 13.4.2 and 13.4.3** if he had retired on a disability pension on the date of his death.

# 13.8 Survivor's Benefit upon Death in Retirement

Upon the death of a Participant not in participating service, or of a retired Participant, who on the date of his death was Retired or entitled to be retired on an early retirement pension, or Retired

on normal or disability pension, and who is survived by beneficiaries, there shall be paid to such beneficiaries proportion of the pension, the Participant or retired Participant would have been entitled to receive on the date of his death.

- 13.9 Upon the death of a Participant not in participating service, or of a retired Participant, who on the date of his death was entitled to be retired on a deferred pension at the age of 55, and who is survived by beneficiaries, there shall be paid to such beneficiaries proportion of the pension the Participant or retired Participant would have been entitled to at the age of 55.
- 13.10 Restrictions on Survivors' Benefits

The pension for the beneficiaries, as set forth, shall be restricted by the following conditions:

- 13.10.1 The term "qualified widower" shall mean a widower of a Participant who is found by the Administration Committee to be permanently incapable, either physically or mentally, of providing for his own support at the time of the death of the Participant.
- 13.10.2 Upon remarriage of a widow, the pension shall cease and shall be effected again in case she has been divorced or widowed if in consequence of such divorce or widowhood she receives no other pension.
- 13.10.3 Children's Benefits: A benefit shall be payable for each unmarried child of a Participant or retired Participant on whose account a pension becomes payable under Rules 13.7 and 13.8 for each unmarried child of a Participant or retired Participant on whose account a pension would have been payable under Rules 13.7 and 13.8. Such benefit shall be payable monthly until the child reaches the age of 19 or, if he is in full time attendance at school, the age of twenty-six. Entitlement to a child's benefit is limited to children existing on the last day of the Participant's or retired Participant's participating service, and those who are born within the two years from the date of termination of service and those born from a marriage which has taken place within two years from the date of retirement provided the retired Participant has not exceeded the age of 55 years on the date of marriage which has taken place after termination of service. Payment of a child's benefit shall commence on the last day of the month in which entitlement begins and shall cease on the last day of the month in which entitlement ends. A child's benefit shall be payable to such person or persons as the Administration Committee shall in its absolute discretion consider as most appropriate for the welfare of the child. As and when a child ceases to be eligible, the proportion of benefit payable to children shall be redistributed among the remaining eligible children.
- 13.10.4 The daughter's pension shall be stopped upon marriage and shall be effected again if divorced or becomes a widow.
- 13.10.5 Except in case of the widow, sons and daughters, a proof of full dependency on the Participant during his lifetime is required before any payment of benefits is made.

- 13.10.6 An eligible widow or widower participating in the retirement plan shall not benefit from one another's pension in addition to his/her own pension, and in such an event the better pension may be paid to the beneficiaries. A Participant widow who is still on the job shall not be entitled to her husband's pension even though he was a Participant in the plan.
- 13.11 Commuted Pension and Reduced Pension
  - 13.11.1 Any Participant or retired Participant who is entitled to a Normal Retirement or Early Retirement pension may, by written notice received by the Administration Committee before his pension becomes effective, elect to receive a commuted pension in the form of a lump- sum not exceeding one half of the actuarial equivalent of the retirement benefit payable to him and his retirement benefit shall be reduced in the proportion that such lump sum bears to the actuarial equivalent of his retirement benefit prior to reduction.
  - 13.11.2 Any election as above may be revoked or changed by a Participant or a retired Participant only by written notice received by the Administration Committee before the date his pension becomes effective, and any such change shall be treated as a revocation of the prior election and the election of a new option.
  - 13.11.3 Commutation of part of a retired Participant's pension does not reduce the pension payable upon his death to his surviving beneficiaries. The lump sum is at the present time computed by applying the factors in the **Annex** to the portion of the annual pension to be commuted.

## 13.12 Manner of payment

All pensions shall be payable in equal monthly installments commencing at the end of the calendar month in which the pension becomes effective and ceasing with the last monthly payment prior to death.

## 13.13 Currency of payment of benefits

All payments from the Fund to a former Participant shall be made in the currency of the salary of such former Participant and all payments from the Fund to a person who is not a former Participant shall be made in the currency of the salary to the former Participant through whom such person is entitled to such payments.

## 13.14 Transfer of rights

The Administration Committee may make such other rules and arrangements with the appropriate authorities of other plans with which transfer rights have been agreed as it deems appropriate including arrangements for sharing of pension payments and transfer of credits or funds between the plans.

#### 14. **RESTORATION TO SERVICE**

- 14.1 Former retired Participant
  - 14.1.1 If a former Participant, who at the time he last ceased to be a Participant, was retired under the Plan, shall again become a Participant, his pension, if any, whether in effect or deferred, shall cease and any election under **Rule 13.11.1** shall thereon be deemed to be revoked.
  - 14.1.2 If such Participant shall not have withdrawn his accumulated Contributions pursuant to Rule 13.5.3, he shall be credited with the eligible service which stood to his credit when he last ceased to be a Participant and, as accumulated Contributions, with an amount equal to the present value of his pension provided by his Contributions.
  - 14.1.3 If such Participant shall have withdrawn his accumulated Contributions pursuant to Rule 13.5.3, he shall be so credited with such eligible service and such accumulated Contributions only if he shall, within five years after the date on which he again becomes a Participant, make payment of an amount equal to the amount received by him pursuant to Rule 13.5.3 together with the return on investment had the money been invested in the pension fund to the date of such payment.
  - 14.1.4 If he shall have made any election under Rule 13.11.1, he shall be so credited only if he shall within five years after the date on which he again becomes a Participant make payment of an amount equal to the amount received by him pursuant to Rule 13.11.1 together with the return on investment had the money been invested in the pension fund to the date of such payment.
  - 14.1.5 Notwithstanding any of the foregoing provisions of this Section, if such a Participant shall have received any pension payments other than disability pension payments under the Plan since the date when he shall have last ceased to be a Participant, and if he shall again retire within five years from the date when he shall have again become a Participant, the amount of his pension upon subsequent retirement shall not exceed the amount of the pension accrued to him on the basis of his participating service and weighted highest average Remuneration after he shall have again become a Participant, plus the amount of the pension payable to him before he shall have again become a Participant, computed without regard to any previous election he may have made under **Rule 13.11.1**. Except as may otherwise be expressly provided herein, there shall be disregarded in computing a Participant's weighted highest average Remuneration any intervals between periods for which his service is credited to him as eligible service pursuant to this Section.

#### 14.2 Former Participant who was entitled to withdrawal benefits

If a former Participant, who at the time he last ceased to be a Participant fell within the class of persons entitled to receive withdrawal benefits under **Rule 13.5.1**, shall again become a

Participant, he shall be credited with the eligible service and the amount of the accumulated Contributions which stood to his credit when he last ceased to be a Participant, but only if:

- 14.2.1 The President of the Bank approves restoration of his service.
- 14.2.2 A period of not more than two years has elapsed between the two tenures of services.
- 14.2.3 He repays, immediately on the date of joining, to the Fund an amount equal to the amount of any benefits paid to him under **Rule 13.5.1** on the occasion of his last ceasing to be Participant, together with the return on investment had the money been invested in the Pension Fund to the date of such repayment.

# PILLAR II PARTICIPATION, CONTRIBUTIONS AND BENEFITS

# 15. **PARTICIPATION**

- 15.1 Basic Provisions on Participation
  - 15.1.1 Every Employee joining on or after 17/05/1442H (01/01/2021G) shall, as a condition of service, become a Participant as of the first day of his service, provided that as of such date he shall not have reached his normal retirement date.
  - 15.1.2 Every current Employee who is a Participant of Pillar I can become a Participant of Pillar II, provided that as such date he has less than 5 years of participating service and he shall not have reached his normal retirement date.
  - 15.1.3 Every current Employee who is not a Participant of Pillar I and Pillar II can become a Participant of Pillar II, provided that his services has been regularized and as of such date he shall not have reached his normal retirement date.
- 15.2 Termination of Participation

A Participant shall cease to be a Participant under this Pillar as of the earliest of the following:

- 15.2.1 The date on which he dies, or retires under this Pillar;
- 15.2.2 The date on which, at or after leaving the service of the Bank, he notifies the Administration Committee in writing that he elects to cease to be a Participant and withdraws his accumulated Contributions;
- 15.2.3 The date on which he notifies the Administration Committee in writing that he elects to cease to be a Participant and to transfer out his accumulated Contributions.
- 15.3 Accrual of Participating Service during Absence
  - 15.3.1 Participating service shall be deemed to continue while a Participant is on leave of absence with pay or during the period of any other leave of absence approved by the Bank for which he and the Bank shall have arranged to make their respective Contributions. Contributions shall be paid by the Bank for such leaves of absence pursuant to rules which are uniformly applicable.
  - 15.3.2 Participating service shall be deemed not to continue during the period of any absence of a Participant, except as provided above, or during any period of service for which Contributions are not made.

### 15.4 Resumption of Participation

A person who ceases to be a Participant and who again becomes a Participant shall receive benefits on account of his service before he last ceased to be a Participant only as provided in **Rule 19**.

#### 15.5 Participation after Normal Retirement Date

No person shall be a Participant after the first day of the calendar month next following the 62<sup>nd</sup> anniversary of his birth, or the date of that anniversary if it falls on the first day of a calendar month except as provided in the **Rule 10.5.2**.

#### 16. **PARTICIPATING SERVICE AND ELIGIBLE SERVICE**

#### 16.1 Participating Service

Participating service under this Pillar, except as otherwise provided, shall be all service rendered to the Bank by an Employee as a Participant, for which Contributions have been made, including the period of any leave of absence to the extent provided in **Rule 15.3**.

## 16.2 Eligible Service

Eligible Service of a Participant under the Plan shall be the sum of his participating service and all service under other plans with respect to which agreements for transfer have been made in accordance with **Rule 18.13 and Rule 22** and for which the appropriate transfer of credits and funds has been affected.

## 17. CONTRIBUTIONS

17.1 Contributions by Participants

Each Participant shall contribute to the Plan as follows:

- 17.1.1 For the Defined Benefit section, Contribution of Participants to Pillar II is fixed at the rate of 6.1% of his pensionable Remuneration as Employee of the Bank, known as the "DB Participant Contribution". This rate may be reconsidered from time to time between the Participants, the Bank and the Pension Committee. The agreed rate shall be based on the recommendations of the Pension Committee at the time of each actuarial valuation, and will not be higher than the Defined Benefit section Contributions by the Bank;
- 17.1.2 For the Defined Contribution section, a Contribution rate by the Participant equal to 5% of his Remuneration, known as the "DC Participant Contribution".

## 17.2 Contributions by the Bank

The Bank will, notwithstanding any other provision hereof, contribute as follows:

- 17.2.1 For the Defined Contribution section, a Contribution rate of twice the "DC Participant Contribution" for each Participant, known as the "DC Bank Contribution";
- 17.2.2 For the Defined Benefit section, a Contribution rate of 25.9% less the "DC Bank Contribution rate", of the Remuneration of all Participants, known as the "DB Bank Contribution". This rate may be revised by the Bank.
- 17.2.3 Any additional amounts required at any time to pay the benefits of this Pillar not otherwise covered, known as the "Accrued Liability Contribution".
- 17.3 The initial "DB Bank Contribution rate" shall be reconsidered by the Board of Executive Directors on the recommendations of the Pension Committee at the time of each actuarial valuation and shall be established at not less than the percentage required to cover the present value of all benefits to be provided by the Bank Contributions on account of Participants and retired Participants then covered under this Pillar, in excess of the sum of that part of the Retirement Fund held therefore and the present value of any unpaid accrued liability Contributions.

## 18. **RETIREMENT AND OTHER BENEFITS**

18.1 Highest Average Remuneration (HAR)

A Participant's HAR is the average annual basic salary during the three consecutive years of eligible service before the date of retirement which afford the highest such average, or during the total years of such service if they are less than three.

18.2 Normal Retirement

Upon reaching his normal retirement date and completing five years of eligible service, a Participant can receive the following:

- 18.2.1 The accumulated value of the DC Participant and Bank Contributions, including investment return earned on such Contributions, in the form of a lump sum;
- 18.2.2 A normal pension equal to one percent of his Highest Average Remuneration multiplied by the number of years of eligible service, provided, however, that the normal pension so computed shall in no case exceed thirty per cent of the Participant's Highest Average Remuneration. A Participant's pension shall not be less than 100 US Dollars multiplied by the number of years of his eligible service, but such amount shall not exceed the Participant's Highest Average Remuneration.
- 18.2.3 A Participant who is permitted to continue to work beyond his normal retirement date shall receive no benefits until he has ceased to be an Employee. His benefit payments shall commence on the last day of the month next following the month in which he ceased to be an Employee or the last day of the same month if employment ceased on the first day of that month. The pension so payable shall be calculated on same basis as normal

pension, provided that the increased pension shall in no case exceed 30% of his Highest Average Remuneration.

## 18.3 Early Retirement

A Participant, who has completed five or more years of eligible service and has reached the age of 55, shall, upon ceasing to be a Participant before his normal retirement date for any cause other than death or disability retirement, be retired under this Pillar. The early retirement benefits of the Participant, shall be:

- 18.3.1 The accumulated value of the DC Participant and Bank Contributions, including investment return earned on such Contributions, in the form of a lump sum;
- 18.3.2 A pension becoming effective on the first day of the month next following the date he ceases to be an Employee, or on such date if it shall be the first day of a month, or a deferred pension becoming effective on the first day of any month after his retirement but before his normal retirement date, or a deferred pension to become effective on his normal retirement date and computed in the same manner as a normal pension on the basis of his Highest Average Remuneration and eligible service at the time of his early retirement, provided, however, that unless the Participant shall otherwise elect by written notice filed with the Administration Committee, his early retirement pension shall be a deferred pension to become effective on his normal retirement date. The amount of any such early retirement pension becoming effective before the Participant's normal retirement date shall be subject to the smaller of the following decreases:
  - (a) One fourth of one per cent of such pension for each full month between the date such pension becomes effective and the Participant's 60<sup>th</sup> birth date, or
  - (b) One eighth of one per cent of such pension for each full month remaining after subtracting from one thousand and eighty months, the sum of the Participant's age in full Gregorian months on the date his pension becomes effective and his eligible service in Hijri months.

## 18.4 Disability Retirement

18.4.1 A Participant shall be retired on a disability pension before his normal retirement date on the first day of a month not less than 30 nor more than 120 days next following receipt by the Administration Committee of written application by the Participant or the Bank; provided that a physician or physicians designated by the Administration Committee shall certify, and the Pension Committee shall find, on recommendation of the Administration Committee, that such Participant while in participating service, became totally incapacitated mentally or physically for the performance of any duty with the Bank which he might reasonably be called upon to perform; that such incapacity is likely to be permanent; that such Participant should be retired; and that such incapacity, if it occurred before the Participant had rendered five years of eligible service, was not directly connected with any physical or mental defect which, under rules prescribed by the Administration Committee, was a cause of ineligibility for Disability benefits of and was known to the Administration Committee or would have been known but for the Participant's misrepresentation.

- 18.4.2 A disability lump sum shall become effective upon retirement and shall be equal to the accumulated value of the DC Participant and Bank Contributions, including investment return earned on such Contributions.
- 18.4.3 A disability pension shall become effective upon retirement and shall be equal to the normal pension using for such computation his Highest Average Remuneration and eligible service at the time of his disability retirement
- 18.4.4 In no event, however, shall such pension be less than the smaller of:
  - (a) 20% of such Highest Average Remuneration, or
  - (b) The normal pension which the Participant would have received if he had remained a Participant until his normal retirement date without change in such Highest Average Remuneration.
- 18.4.5 The Administration Committee may require a retired Participant who is receiving a disability pension and who has not reached his normal retirement date to be medically examined from time to time, not more often than once a year, by a physician or physicians designated by the Committee. Such examination shall be made at the residence of such retirement Participant unless some other place shall be agreed upon by him and the Committee. If such a retired Participant shall fail to permit such an examination to be made, his disability pension may be discontinued by the Committee, if he shall permit such examination to be made and, in the discretion of the Committee, if he shall fail to permit such examination to be made within a period of one year from the mailing or other sending to him at his address as it appears on the records of the Committee, of request therefore by the Committee, his incapacity may be deemed to have wholly ceased, and he may be deemed to have withdrawn from the plan as of the date when his disability pension was discontinued, with the eligible service accrued to the date of his disability retirement.
- 18.4.6 If the Administration Committee shall find as a result of a medical examination or on the basis of other satisfactory evidence that the incapacity of a retired Participant who has not reached his normal retirement date on account of which he is receiving a disability pension, has wholly ceased or that he has regained the earning capacity which he had before such incapacity, his disability pension shall be discontinued and if the Committee shall find that such incapacity has partially ceased for the performance of any work which he might reasonably be required to do, and that his earning capacity in any such work has

been partially regained, his disability pension shall be reduced by the Committee in a reasonable amount. If a disability pension is so discontinued or reduced and the retired Participant shall again become incapacitated exclusively through and because of the same incapacity, his disability pension shall be restored upon the same conditions which applied to the original pension and the granting thereof, subject, however, to the provisions of **Rule 18.4.7** below.

18.4.7 If a disability pension is discontinued pursuant to **Rule 18.4.5** above and shall not be restored pursuant to **Rule 18.4.6** within a period of five years from such discontinuance, and if such retired Participant shall not within such period again become a Participant, he shall be deemed to have withdrawn from the Plan as of the date his disability pension was discontinued, with the eligible service accrued to the date of disability retirement, and he shall be entitled to Early Retirement or Withdrawal benefits, whichever is applicable, reduced by all amounts received by him as disability pension.

# 18.5 Withdrawal Benefits

- 18.5.1 Any Participant with less than five years of eligible service shall upon ceasing to be a Participant for reasons other than death or disability retirement before his normal retirement date, be entitled to receive an amount equal to sum of the accumulated value of the DC Participant and Bank Contributions, including investment return earned on such Contributions and the accumulated value of the DB Participant Contributions only, at the time he ceased to be a Participant.
- 18.5.2 Any Participant with five or more years of eligible service who is not entitled to early retirement and who ceases to be a Participant for reasons other than death or disability before his normal retirement date may be retired under this Pillar and receive either:
  - (a) A deferred pension to become effective on his normal retirement date and computed in the same manner as a normal pension on the basis of his Highest Average Remuneration and eligible service at the time he ceased to be a Participant, or
  - (b) At his election in writing filed with the Administration Committee, a deferred pension calculated in accordance with the provisions of **Rule 18.3** to become effective on the first day of any calendar month following the fifty-fifth anniversary of his birth but not later than his normal retirement date.
- 18.5.3 Any Participant or retired Participant may at any time before his pension becomes effective, surrender all his rights in and to such pension and any other benefits which might become payable to him or on his account under this Pillar, and cease to be retired Participant, by executing and filing with the Administration Committee the form provided by the Committee for that purpose and he shall be entitled to receive within three months thereafter in lieu of such pension and all other benefits which might become payable to

him or on his account under this Pillar the withdrawal benefits in accordance with the provision of **Rule 18.5.1.** Such surrender shall be effective upon such filing.

18.6 Survivor and Other Death Benefits

Upon the receipt of adequate proof, satisfactory to the Administration Committee, of the death of a Participant or retired Participant, there shall be paid to his beneficiaries appropriate one of the benefits set forth below. The proportion of the pension of each beneficiary shall be based on the following table:

Widow and Qualified Widower	Sons and/or Daughters	Father and/or Mother			
1/2	1/3	1/6			
1/2	1/2	-			
2/3	-	1/3			
-	5/6 if more than one	1/6			
-	2/3 if one child only	1/3			
-	5/6 if more than one	-			
-	2/3 if one child only	-			
-	-	1/2			
2/3	-	-			

# 18.7 Survivor's Benefit upon Death in Participating Service

Upon the death of a Participant while in participating service who is survived by beneficiaries, there shall be paid to such beneficiaries proportion of the disability pension which would have been payable to the Participant under **Rules 18.8 and 18.9**, if he had retired on a disability pension on the date of his death.

18.8 Survivor's Benefit upon Death in Retirement

Upon the death of a Participant not in participating service, or of a retired Participant, who on the date of his death was Retired or entitled to be retired on an early retirement pension, or Retired on normal or disability pension, and who is survived by beneficiaries, there shall be paid to such beneficiaries proportion of the pension, the Participant or retired Participant would have been entitled to receive on the date of his death.

18.9 Upon the death of a Participant not in participating service, or of a retired Participant, who on the date of his death was entitled to be retired on a deferred pension at the age of 55, and who is survived by beneficiaries, there shall be paid to such beneficiaries proportion of the pension the Participant or retired Participant would have been entitled to at the age of 55.

#### 18.10 Restrictions on Survivors' Benefits

The pension for the beneficiaries, as set forth, shall be restricted by the following conditions:

- 18.10.1 The term "qualified widower" shall mean a widower of a Participant who is found by the Administration Committee to be permanently incapable, either physically or mentally, of providing for his own support at the time of the death of the Participant.
- 18.10.2 Upon remarriage of a widow, the pension shall cease and shall be effected again in case she has been divorced or widowed if in consequence of such divorce or widowhood she receives no other pension.
- 18.10.3 Children's Benefits: A benefit shall be payable for each unmarried child of a Participant or retired Participant on whose account a pension becomes payable under Rules 18.7 and **18.8** and for each unmarried child of a Participant or retired Participant on whose account a pension would have been payable under **Rules 18.7** and **18.8**. Such benefit shall be payable monthly until the child reaches the age of 19 or, if he is in full time attendance at school, the age of twenty-six. Entitlement to a child's benefit is limited to children existing on the last day of the Participant's or retired Participant's participating service, and those who are born within the two years from the date of termination of service and those born from a marriage which has taken place within two years from the date of retirement provided the retired Participant has not exceeded the age of 55 years on the date of marriage which has taken place after termination of service. Payment of a child's benefit shall commence on the last day of the month in which entitlement begins and shall cease on the last day of the month in which entitlement ends. A child's benefit shall be payable to such person or persons as the Administration Committee shall in its absolute discretion consider as most appropriate for the welfare of the child. As and when a child ceases to be eligible, the proportion of benefit payable to children shall be redistributed among the remaining eligible children.
- 18.10.4 The daughter's pension shall be stopped upon marriage and shall be effected again if divorced or becomes a widow.
- 18.10.5 Except in case of the widow, sons and daughters, a proof of full dependency on the Participant during his lifetime is required before any payment of benefits is made.
- 18.10.6 An eligible widow or widower participating in the retirement plan shall not benefit from one another's pension in addition to his/her own pension, and in such an event the better pension may be paid to the beneficiaries. A Participant widow who is still on the job shall not be entitled to her husband's pension even though he was a Participant in the plan.

## 18.11 Manner of payment

All pensions shall be payable in equal monthly instalments commencing at the end of the calendar month in which the pension becomes effective and ceasing with the last monthly payment prior to death.

# 18.12 Currency of payment of benefits

All payments from the Fund to a former Participant shall be made in the currency of the salary of such former Participant and all payments from the Fund to a person who is not a former Participant shall be made in the currency of the salary to the former Participant through whom such person is entitled to such payments.

# 18.13 Transfer of rights

The Administration Committee may make such other rules and arrangements with the appropriate authorities of other plans with which transfer rights have been agreed as it deems appropriate including arrangements for sharing of pension payments and transfer of credits or funds between the plans.

## 19. **RESTORATION TO SERVICE**

- 19.1 Former retired Participant
  - 19.1.1 If a former Participant, who at the time he last ceased to be a Participant, was retired under this Pillar, shall again become a Participant, his pension, if any, whether in effect or deferred, shall cease.
  - 19.1.2 If such Participant shall not have withdrawn his accumulated Contributions pursuant to Rule 18.5.3, he shall be credited with the eligible service which stood to his credit when he last ceased to be a Participant and, as accumulated Contributions, with an amount equal to the present value of his pension provided by his Contributions.
  - 19.1.3 If such Participant shall have withdrawn his accumulated Contributions pursuant to Rule 18.5.3, he shall be so credited with such eligible service and such accumulated Contributions only if he shall, within five years after the date on which he again becomes a Participant, make payment of an amount equal to the amount received by him pursuant to Rule 18.5.3 together with the return on investment had the money been invested in the pension fund to the date of such payment.
  - 19.1.4 Notwithstanding any of the foregoing provisions of this Section, if such a Participant shall have received any pension payments other than disability pension payments under the Plan since the date when he shall have last ceased to be a Participant, and if he shall again retire within five years from the date when he shall have again become a Participant, the amount of his pension upon subsequent retirement shall not exceed the amount of the

pension accrued to him on the basis of his participating service and highest average Remuneration after he shall have again become a Participant, plus the amount of the pension payable to him before he shall have again become a Participant.

19.2 Former Participant who was entitled to withdrawal benefits

If a former Participant, who at the time he last ceased to be a Participant fell within the class of persons entitled to receive withdrawal benefits shall again become a Participant, he shall be credited with the eligible service and the amount of the accumulated Contributions which stood to his credit when he last ceased to be a Participant, but only if:

- 19.2.1 The President of the Bank approves restoration of his service.
- 19.2.2 A period of not more than two years has elapsed between the two tenures of services.
- 19.2.3 He repays, immediately on the date of joining, to the Fund an amount equal to the amount of any benefits paid to him under on the occasion of his last ceasing to be Participant, together with the return on investment had the money been invested in the Pension Fund to the date of such repayment.

# **FINAL PROVISIONS**

## 20. RIGHTS AND LIMITATIONS

## 20.1 Reduction of Contributions

It is the intention of the Bank to continue the Plan on a permanent basis and to make its Contributions regularly each year, but the Bank may at any time and for any reason suspend in whole or in part its Contributions toward the cost of benefits based on future service, in which even all benefits under the Plan on account of service to be rendered thereafter shall be reduced to such amounts as actuarial valuation shall indicate will be provided by future Contributions, if any, plus any surplus remaining in the Retirement Fund after payment or provision for payment of all effective, payable or accrued pensions and benefits of any kind with respect to, based on, or resulting from previous service. A proportionate reduction may also be made by the Pension Committee in the Contributions to be made by Participants.

20.2 Termination of Plan

The Plan may be terminated at any time by the Bank, in which event the Retirement Fund shall be used for the benefit of Participants and retired Participants or their beneficiaries under the Plan, and for no other purpose, except that any excess funds which may exist because of erroneous actuarial computation after the satisfaction of all fixed and contingent obligations of the Plan shall be returned to the Bank. In the event of such termination the Retirement Fund shall be used:

20.2.1 To pay or provide for the payment of pensions, annuities and other benefits then payable

or effective, or to become payable on the account of retired Participants,

- 20.2.2 To provide the early retirement benefits of the Plan for or on account of Participants who at the time of termination were entitled to retire under the provisions of **Rules 13.3 and 18.3.**
- 20.2.3 To pay or provide for benefits or deferred pensions to Participants, which have become effective or payable or are to become effective or payable, or which have accrued on the basis of their eligible service to the date of such termination, and
- 20.2.4 The balance, if any, shall be returned to the Bank, but only after satisfaction of all liabilities of the Plan to Participants, retired Participants and their beneficiaries. The Pension Committee may require all such Participants, retired Participants and designated beneficiaries to receive such amounts in cash or in the form of immediate or deferred annuities, as it may determine.
- 20.3 Payments in case of Disability of a Participant

In the event that the Administration Committee shall find that a retired Participant or other person entitled to a pension is unable to care for his affairs because of illness or accident, any benefit payments due may, unless claim shall have been made therefor by a duly appointed guardian, conservator, committee, or other legal representative, be paid to the spouse, a child, a parent or other blood relative or to any person deemed by the Administration Committee to have incurred expense for such retired Participant or other person entitled to a pension, and any such payments so made shall be a complete discharge of the liabilities of the Plan to the extent thereof.

- 20.4 Retirement Benefits Eligible for Cost of Living Increases
  - 20.4.1 Cost of living increases apply on all eligible pensions according to the Plan.
  - 20.4.2 Cost of living increases apply to the deferred pensions according to Rules 13.3.1 and 18.3.2, as from the date when the Participant stops from work and becomes a retired Participant eligible for a deferred pension.
  - 20.4.3 Cost of living increases do not apply to any lump sum benefits unless otherwise stipulated for explicitly in the Plan.
- 20.5 Computation of Cost of Living Increases
  - 20.5.1 Any increase or reduction in the salaries that the Board of Directors decide to make in the salaries of the Employees due to the increase or decrease in the cost of living, applies to pensions eligible for cost of living increases according to **Rule 20.4** as from the date when these increases become effective and with the same ratio of increase or (decrease).
  - 20.5.2 If the salaries of the Employees are increased or decreased in various ratios, the Board of

Directors determines the ratio of which it considers suitable to the increases (decreases) made and which shall be applied for the purposes of **Rule 20.5.1**.

- 20.5.3 The ratios of the increase or (decrease) determined according to **Rules 20.5.1 and 20.5.2** above apply to the pensions due for payment immediately before the date this increase (decrease) becomes effective including the increases (decreases) previously applied.
- 20.6 Minimum of Retirement Rights/Benefits

Despite the provisions of **Rules 20.4 to 20.5**, no decrease in the cost of living shall be applied if its application leads to the decrease of the retirement pension to less than the amount of the rights due for payment before affected by any increase or decrease.

# 21. NON-ALIENATION OF BENEFITS

21.1 No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, seizure or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, seize or charge the same shall be void, nor shall any such benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit except as may be specifically provided in the plan; and in the event that the Administration Committee shall find that any Participant, retired Participant or any other beneficiary under the Plan has become bankrupt or that any other benefit under the Plan has been anticipated, alienated, sold, transferred, assigned, pledged, encumbered, seized or charged or that any attempt has been made so to do, except as may be specifically provided in the Plan, then the Administration Committee may declare such benefit to be temporarily or permanently suspended, and in that event shall hold or apply the same to or for the benefit of such Participant or retired Participant or other beneficiary, his spouse, children, or other dependents, or any of them as it shall in its sole discretion determine.

# 22. TRANSFER OF SERVICE

22.1 Without prejudice to the Articles of Agreement Establishing the Bank and the provisions of this Plan, the Bank may upon the approval of the Pension Committee enter into agreement and make appropriate arrangements with other international organizations and with member governments providing for transfer and continuity of pension rights between said organizations or governments and the Bank.

## 23. AMENDMENTS

23.1 Subject to the provisions hereinafter set forth, the Bank reserves the right at any time and from time to time to modify or amend in whole or in part any and all of the provisions of the Plan, provided that no modification or amendment may be made which would deprive any Participant or retired Participant or other person receiving or entitled to receive a pension, annuity or other

benefit, without his consent, of any benefits vested in him under the Plan at the time by reason of service therefore rendered or for which Contributions have been made.

23.2 No such modification or amendment shall make it possible for any part of the funds of the Plan to be used for, or diverted to, purposes other than for the exclusive benefits of Participants and retired Participants or their beneficiaries under the Plan, prior to the satisfaction of all liabilities with respect to such Participants and beneficiaries.

# 24. TRANSFERS-IN

- 24.1 The Pension Committee may, at the request of the Bank, admit as a Participant any person who would qualify for participation and who is or would become entitled to benefits under a Transferring Plan (as defined below) upon such terms as it thinks fit, and may accept a transfer or payment of assets out of such Transferring Plan in respect of the person and representing the value of his interest in the Transferring Plan.
- 24.2 For the purpose of this Rule a "**Transferring Plan**" shall mean any arrangement, plan, policy or other arrangement acceptable to the Pension Committee.
- 24.3 Bulk Transfers

The Pension Committee may, at the request of an Employer, admit as Participants any group of people who would each qualify for participation and who are or would become entitled to benefits under a Transferring Plan upon such terms as it thinks fit, and may accept a transfer or payment of assets out of such Transferring Plan in respect of such persons and representing the aggregate value of each Member's interest in the Transferring Plan.

- 24.4 Upon accepting assets from a Transferring Plan under the above Rule:
  - 24.4.1 The Pension Committee shall determine the proportion of assets received in respect of each person so transferred;
  - 24.4.2 The Pension Committee shall apply each person's proportion of the assets in accordance with this Instrument and the Rules to secure for that person such Plan Benefits as are in the opinion of the Trustee reasonable.

# 25. TRANSFERS-OUT

25.1 At the request of the Bank, the Pension Committee may subject to **Rule 25.3** and in respect of any Participant or group of Participants who is or are entitled or prospectively entitled to benefit under the Plan and who becomes a member of any arrangement, plan, policy or other arrangement acceptable to the Pension Committee for the purposes of this Rule, (in each case, to be called the "**Transferee Plan**"), transfer to the Pension Committee or other person having management of the Transferee Plan (the "**Transferee Administrator**") the part of the Fund which the Pension

Committee determines represents the Participant's interest in the Fund in consideration of the provision under the Transferee Plan of such benefits for and in respect of the Participant as the Pension Committee shall agree with the Transferee Administrator.

- 25.2 No person in respect of whom such transfer has been made and no person claiming to be entitled through or under him to any interest in the Plan shall be entitled to any benefit under the Plan and the receipt of the Transferee Administrator shall be a complete discharge to the Pension Committee in respect of all liability to and in respect of him under the Plan and the Pension Committee shall be under no liability to see to the application of the part of the Fund so transferred.
- 25.3 No transfer may be made by the Pension Committee without the consent of the Participants.

# 26. LIMITATION TO THE BANK CAPACITY TO ADMINTSER THE FUND

26.1 At any time when the Bank ability to administer the fund is limited or impeded, all powers held by the Bank shall be held by the Pension Committee and any powers of the Pension Committee requiring the consent, agreement of or consultation with the Bank shall be exercisable by the Pension Committee without such consent or consultation.

# 27. **REPORTING OBLIGATIONS**

- 27.1 The Pension Committee shall comply with all the reporting obligations which apply to the Plan
- 27.2 The reporting obligations arising for the Bank will remain as the obligations of the bank, and the Pension Committee shall have no responsibility to ensure compliance with these obligations on behalf of the Bank.

DETAILED COMMUTATION FACTORS													
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Age	55	56	57	58	59	60	61	62	63	64	65	66	67
	12.526	12.226	11.922	11.614	11.303	10.990	10.674	10.357	10.039	9.720	9.401	9.083	8.766
Month	0.02500	0.02533	0.02567	0.02592	0.02608	0.02633	0.02642	0.02650	0.02658	0.02658	0.02650	0.02642	0.02617
1	12.501	12.201	11.896	11.588	11.277	10.964	10.648	10.331	10.012	9.693	9.375	9.057	8.740
2	12.476	12.176	11.870	11.562	11.251	10.938	10.622	10.305	9.985	9.666	9.349	9.031	8.714
3	12.451	12.151	11.845	11.537	11.226	10.913	10.597	10.280	9.960	9.641	9.324	9.006	8.689
4	12.426	12.126	11.820	11.512	11.201	10.888	10.572	10.255	9.935	9.616	9.299	8.981	8.664
5	12.401	12.101	11.795	11.487	11.176	10.863	10.547	10.230	9.910	9.591	9.274	8.956	8.639
6	12.376	12.076	11.770	11.462	11.151	10.838	10.522	10.205	9.885	9.566	9.249	8.931	8.614
7	12.351	12.051	11.745	11.437	11.126	10.813	10.497	10.180	9.860	9.541	9.224	8.906	8.589
8	12.326	12.026	11.720	11.412	11.101	10.788	10.472	10.155	9.835	9.516	9.199	8.881	8.564
9	12.301	12.001	11.695	11.387	11.076	10.763	10.447	10.130	9.810	9.491	9.174	8.856	8.539
10	12.276	11.976	11.670	11.362	11.051	10.738	10.422	10.105	9.785	9.466	9.149	8.831	8.514
11	12.251	11.951	11.645	11.337	11.026	10.713	10.397	10.080	9.760	9.441	9.124	8.806	8.489
12	12.226	11.922	11.614	11.303	10.990	10.674	10.357	10.039	9.720	9.401	9.083	8.766	8.452

# **THE ANNEX : COMMUTATION FACTORS**