

# General Membership Terms (GMT)

## Benefactors' Association of the Swiss Paraplegic Foundation

### I. Principles

An Association within the meaning of Article 60 et seqq. of the Swiss Civil Code (CC), with its registered office in Nottwil, exists under the name *Benefactors' Association of the Swiss Paraplegic Foundation* (hereinafter referred to as "BA" or "the Association") (Article 1 of the constitution).

The purpose of the Association is to support the efforts of the Swiss Paraplegic Foundation (hereinafter referred to as "SPF") to benefit people with spinal cord injuries, in particular by providing financial support to Association members who sustain a spinal cord injury as the result of an accident (Article 2 of the constitution).

The present Membership Terms were adopted by the Board based on Article 20(3) of the Association's constitution on 22 May 2024.

### II. Membership

#### Article 1. Membership types and categories

Only private individuals can be a member of the Association. The following memberships are available:

- individual membership
- collective membership
- permanent membership

Collective members are:

- couples: married couples, registered partners or cohabiting partners
- families: married couples, registered partners or cohabiting partners with children (children are included up to 31 December of the year in which a child turns 18\*)
- single people with children: single parent with children (children are included up to 31 December of the year in which a child turns 18\*)

Permanent members are individual people with a lifelong membership.

All memberships mentioned above can also be offered as gift memberships. In this case, the payment is made by a third party.

\* Children who require care as the result of a disability can also continue to be included in the membership for families or single people with children even after they have turned 18.

#### Article 2. Membership fee

In accordance with article 9(1) and article 20(3) of the constitution, the Board stipulates the membership fees on an annual basis. The following membership fees currently apply:

individual membership	CHF 45.00/year
individual membership with children	CHF 45.00/year
couples membership	CHF 90.00/year
family membership	CHF 90.00/year
permanent membership	one-off payment of CHF 1,000.00

The Board may exempt people who are experiencing hardship from paying the membership fee on written request.

#### Article 3. Obtaining membership

People can join the Association by applying or by paying the membership fee and the membership will be legally effective from the time that the membership fee is transferred to the account of the BA. The Board reserves the right to decline acceptance as a member of the Association, without having to provide any reasons.

#### Article 4. Start and term of membership

The membership commences on the date on which the membership fee is transferred into the account of the BA. Membership payments from 1 January to 31 August shall apply to the current Association year. Membership payments from 1 September to 31 December apply from the date on which the payment is transferred until 31 December of the next Association year. The Association year is identical to the calendar year and lasts from 1 January until 31 December.

#### Article 5. End of membership

Membership shall expire in the event of resignation, death or exclusion. Members may leave the Association by submitting written notice, effective from the end of an Association year. Members may also be excluded from the Association from the end of an Association year if they fail to pay the membership fee or for other good cause, in particular acting contrary to the interests of the Association or of the SPF.

The Board shall make the final decision on this. It is not required to provide grounds for its decision. The membership fee for the current Association year shall always be due, including in the event of resignation or exclusion. In the event of ending the membership as of 31 December of the Association year, the membership fee will not be refunded even in part.

#### Article 6. Scope of membership

The membership applies worldwide. The benefactor benefit can be arranged in the event of an accident-related spinal cord injury, irrespective of the country of residence and irrespective of insurance services or the financial situation.

### III. Rights and obligations

#### Article 7. Voting right in the Members' Assembly

The Members' Assembly is the highest executive body within the Association. All natural persons with an active membership who are adults and who are not legally incapacitated and whose membership rights have not expired shall be entitled to exercise voting rights. In the case of collective memberships, every included natural person with the capacity to act is entitled to vote. Members who are not capable of acting have no voting rights and cannot be represented.

#### Article 8. Attending the Member's Assembly

All members with a valid membership shall be entitled to attend the Members' Assembly. In the case of collective memberships, each included natural person is entitled to attend. For organisational reasons, a registration for the Members' Assembly that allows for membership to be verified shall be required no later than the day of the Assembly.

#### Article 9. Benefactor benefit

##### 9.1 Requirement for the benefactor benefit

The BA is a friends' association for the benefit of the Swiss Paraplegic Foundation. In the event of an accident-related spinal cord injury that has been medically confirmed (see point 9.4 below) resulting in permanent dependence on a wheelchair, the BA shall pay a one-off benefactor benefit of CHF 250,000 to its members (see point 9.3 final paragraph, different regulation for permanent memberships). The application for payment of the benefactor benefit must be submitted to the BA in writing.

##### 9.2 People who can receive benefits

The benefactor benefit will be paid to all members with an active membership (individual membership, collective membership, permanent membership) who had a valid membership payment at the time of the accident. For people who belong to more than one membership, the benefactor benefit will only be paid once in the event of an accident-related spinal cord injury.

The benefactor benefit will only be paid to the respective member. If a benefactor who has been involved in an accident dies before the decision is made about paying out the benefactor benefit, no payments will be made to the survivors, even if one or more instalment payments to the benefactor who was involved in the accident had already been made while that benefactor was still alive.

The benefactor benefit will only be paid out once per person. This primarily affects cases in which paraplegia due to an accident results in tetraplegia as the result of another accident.

In cases in which a person who is paraplegic becomes tetraplegic as the result of an accident and has never before received a benefactor benefit, the Board shall make a decision on the level of the benefactor benefit based on the recommendation of the BA's medical consultant and according to the extent of additional functional limitations resulting from the tetraplegia.

##### 9.3 Level of the benefactor benefit

In accordance with point 9.1, in the event of permanent dependence on a wheelchair, the benefactor benefit is CHF 250,000 (see 9.3 last paragraph for different regulation with regard to permanent memberships). In exceptional cases, in the event of spinal cord injury without permanent dependence on a wheelchair, the Board shall decide based on the recommendation of the BA's medical consultant and based on medical certificates. The level of the benefactor benefit will be based on the level of functional limitations. This decision cannot be contested.

The level of the benefactor benefit for people living with spinal cord injury with a permanent membership shall be based on the provisions that were valid at the time of joining. In this case, the benefactor benefit is as follows in cases of accident-related spinal cord injury with permanent wheelchair dependence:

- paid membership fee CHF 500.00: CHF 100,000.00
- paid membership fee CHF 750.00: CHF 150,000.00
- paid membership fee CHF 1,000.00: CHF 250,000.00

In the case of permanent members with an accident-related spinal cord injury without permanent dependence on a wheelchair, the Board shall decide based on the recommendation of the BA's medical consultant and based on medical certificates. The level of the benefactor benefit will be based on the level of functional limitations. This decision cannot be contested.

##### 9.4 Payment of the benefactor benefit

As a rule, the benefactor benefit will be paid to the person living with spinal cord injury after submission of the definitive medical

certificates around six months after the accident. In individual cases and following a written request from the person living with spinal cord injury, an instalment payment of up to 50% of the benefactor benefit may already be paid before this in accordance with point 9.3. In order for this to happen, a medical certificate providing evidence of or identifying the spinal cord injury must also be submitted.

##### 9.5 Exceptions

No benefactor benefit will be paid in the case of accidents

- that take place after 31 December of the year in which resignation of the member or exclusion of the member by the Board has been declared
- as the result of earthquakes or natural disasters
- as the result of acts of war
- as the result of unrest of any kind and measures taken against this, unless the person living with spinal cord injury proves that they were not involved actively or due to incitement on side of the agitators.

##### 9.6 No legal entitlement

The BA is a friends' association for the benefit of the Swiss Paraplegic Foundation. The benefactor benefit is a benefit for members and not an insurance benefit. There is therefore no legal entitlement to the payment of the benefactor benefit.

#### Article 10. Association's publication

The published journal "Paraplegie" ("Paraplegia") serves as the Association's publication. This is included in the membership fee.

#### Article 11. Payment of the membership fee

In order to fulfil its purpose of supporting people with spinal cord injuries, the Association is dependent on membership fees being paid. The members therefore commit to pay the membership fees on time. In each case, the membership fee to renew the membership for the following year shall be collected in the final quarter and is due for payment by 31 December. If the membership fee is not paid on time, all people included in the membership shall lose all membership rights no later than 31 March of the relevant Association year.

#### Article 12. Obligation to report personal details

In order to ensure that the business of the Association can be conducted properly, for unique identification of members and to establish the rights associated with the membership, the full details of all people included in the membership are required. This involves, in particular, details of the surname, first name, address, residence, post code, date of birth, telephone number and any further communication details of all people included in the membership. The members therefore commit to provide the relevant details and to report any changes.

#### Article 13. Data protection and privacy

The members authorise the BA to obtain and process the data required for the membership (see Article 12 of the General Membership Terms). The data associated with membership of all people included in the membership will be stored by the BA and may be used both by the BA and by the SPF for their own marketing purposes (membership marketing, fundraising marketing). The members of the BA authorise the Association to provide the relevant data to the SPF for these purposes.

In addition, the members of the Association authorise the BA to provide the membership data to the organisations of the Swiss Paraplegic Group in the event of an accident-related spinal cord injury for administrative processing and assessment of the circumstances in relation to the payment of the benefactor benefit, for statistical purposes and also for the provision of other services to support people with spinal cord injuries.

For its part, the Association commits only to use the membership data for its own purposes or purposes of organisations of the Swiss Paraplegic Group and not to make it available to third parties for their own promotional purposes, either via sale or exchange.

The membership data will be processed in compliance with the Swiss Datenschutzgesetz [Data Protection Act] and according to the data protection policy at [www.paraplegie.ch/en/legal-information/](http://www.paraplegie.ch/en/legal-information/).

#### Article 14. Applicable law and place of jurisdiction

The General Membership Terms are subject to Swiss law. The place of jurisdiction is the registered office of the BA (in Nottwil, Switzerland).

Nottwil, 22 May 2024