INFO

Information for the new employer:
Continuation of the company pension scheme

In order to secure their own financial future in old age, many employees wish to continue their existing company pension scheme even if they change employer.

With PKDW, this is possible — industry-independent and in just a few short steps.

Use the advantages!

Secure good conditions from an existing contract.

If your (new) employee has already become a member of PKDW through a former employer, he or she can easily continue his or her company pension scheme with you.

The entitlements resulting from the previous employment relationship are generally still allocated to the previous employer. You therefore do not take over the previous pension commitment, but agree a new pension with your employee, e.g. the contribution of future contributions as part of deferred compensation. These contributions, converted as new pension modules, are created under the existing member number and can therefore be clearly delimited.

A different type of continuation exists if you have specifically agreed between the former employer and the (new) employee to take over the pension in accordance with Section 4 (2) of the Occupational Pensions Act (BetrAVG). If this is the case, please let us know.

Avoid the disadvantages!

Do not assume any liability risks for the previous pension commitment!

Pensionskasse für die Deutsche Wirtschaft, Am Burgacker 37, 47051 Duisburg, Tel 0203 99219-0, Fax 0203 99219-38, www.pkdw.de

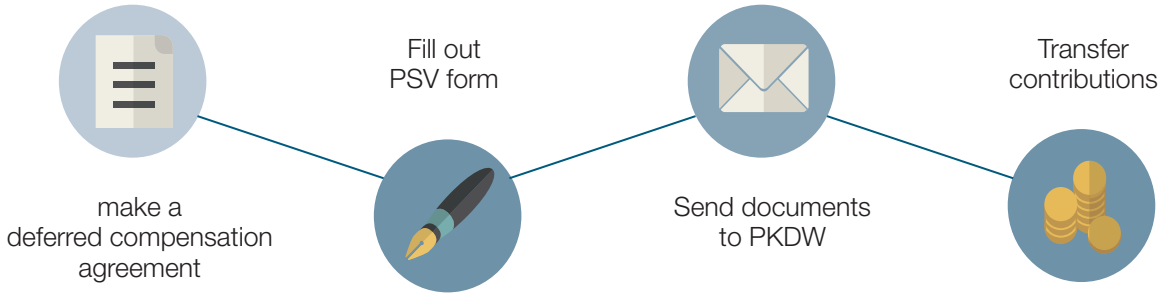
How to proceed:

> Make a deferred compensation agreement with the employee in which the desired annual or monthly payment is specified. You will find a corresponding sample on page 4 of this information.

> If you save employer social security contributions through deferred compensation, the deferred compensation amount must be subsidised by 15 % in accordance with Section 1a (1a) of the German Company Pension Act (Betriebsrentengesetz), provided there are no regulations that deviate from the law (e.g. collective agreements). This is cost-neutral for you, as you simply pass on the saved social security contributions and can also deduct this subsidy as an operating expense.

> Before the first contribution payment, please send us a copy of the conversion agreement and the declaration on the continuation of the company pension scheme.

> The pension is subject to statutory insolvency protection and must be registered with the Pensionssicherungsverein (PSVaG). We will prepare a so-called PSV abridged certificate (PSV-Kurznachweis) for you free of charge for the annual notification to the PSVaG. Please complete and return the attached PSV form to us and enter the underlying company number. For details, please refer to our information sheet on PSV notification.



Do you have any questions or are you interested in offering the occupational pension scheme with PKDW to other employees?

Please contact us:

Tel: +49 203 99219-77
email: arbeitgeberwechsel@pkdw.de

Notes on the treatment of contributions

Pursuant to § 3 No. 63 Income Tax Act (EStG), the employee may contribute up to 8 % of the respective contribution assessment ceiling in the statutory pension insurance West (BBG) to the pension fund tax-free each year. In 2026, this is EUR 8,112, i.e. EUR 676 per month.

Contributions up to 4% of the BBG (EUR 4,056) are also exempt from social insurance.

If the pension commitment was made before 1 January 2005, the employee can alternatively contribute EUR 1,752 to the company pension scheme in accordance with § 40 b EStG, i.e. taxed at 20 % (plus church tax), if at least one contribution was legally taxed in accordance with § 40 b EStG before 1 January 2018. In this case, the contribution made in accordance with § 40 b EStG is to be credited against the maximum taxable subsidy volume of § 3 no. 63 EStG.

Contributions that exceed the limits of § 3 no. 63 EStG and § 40 b EStG can only be made from individually taxed income.

If the annual premium exceeds 8 % of the BBG (in 2026: EUR 8,112), an application for special payment is required. If the member has also insured occupational invalidity cover, a current health check will be carried out if necessary.

The benefits (pension or (partial) lump-sum) from tax-free contributions are fully taxable and subject to health insurance contributions if there is compulsory insurance in the statutory health insurance scheme.

Benefits from lump-sum and individually taxed contributions to the pension fund are only taxable at the rate of return when the pension is paid. You can find more information on this in our information sheet »Your pension – taxes and social security contributions«, available on the internet in the section »Für Rentner – Infos / Formulare«.

As of: 01/2026

Further information can be found on the Internet at **www.pkdw.de**.

© All rights reserved. The content of these pages is for preliminary information only and may only be used for personal use. For full information, please refer to PKDW's Articles of Association, General Terms and Conditions of Insurance (GTCI) and Tariff Conditions (TC). Liability claims against PKDW caused by the use of the information provided or by the use of incorrect and incomplete information are excluded.

Agreement on the conversion of remuneration

between

the company

_____
Company name

– hereinafter referred to as *Employer* –

_____
Eight-digit company number (assigned by the Federal Employment Agency, acc. to §§ 18 i ff. SGB IV)

and

the member

_____
Name, first name

_____
Membership number Date of birth Employment since

_____
Street, house number

_____
Postcode, City

– hereinafter referred to as *Employee* –

the following agreement in amendment of the existing employment contract

is made for the first time.

is made in addition to the existing agreement dated _____
(*supplementary* agreement)

is a new agreement and replaces the previous agreement dated _____ .
(*replacing* agreement)

1. The employee's cash wage entitlement from _____ in the amount of
(please tick as appropriate)

8 % of the respective applicable income threshold (West) in the statutory pension insurance scheme (BBG)

☐ monthly (in 12 equal instalments) or ☐ annualy (in the month of _____)

☐ 4 % of the respective applicable income threshold (West) in the statutory pension insurance scheme

☐ monthly (in 12 equal instalments) or ☐ annually (in the month of _____)

or

☐ _____ euros from the current monthly remuneration

☐ _____ euros from an annual benefit (in the month of _____)

will be converted into an entitlement to pension benefits within the meaning of the German Company Pension Improvement Act (BetrAVG). The conversion is based on the contractual conditions of the Pensionskasse für die Deutsche Wirtschaft, hereinafter referred to as *Pensionskasse*. In the event of continuation of the pension scheme, the contractual conditions under which the employee was previously insured shall apply.

As a result of the conversion of the respective remuneration components, the employee's corresponding entitlement to payment of these amounts is cancelled.

2. ☐ _____ euros from employer contributions are ¯ monthly or ¯ annually

converted into an entitlement to pension benefits within the meaning of the BetrAVG. The conversion is based on the contractual conditions under which the employee was previously insured with the Pensionskasse.

Pursuant to § 1a para. 1a BetrAVG, the employer is legally obliged to additionally pass on 15 % of the converted remuneration to the pension fund as an employer's allowance, insofar as he saves social security contributions through the conversion of remuneration. The employer reserves the right to offset this subsidy against other employer contributions to the company pension scheme.

3. The employer shall pay the contributions to the Pensionskasse in the agreed amount for as long as and insofar as he is obliged to pay the remuneration components to be converted from the existing employment relationship and insofar as no changes occur or are agreed. In the event of such a lapse of the employer's payment obligation - e.g. when taking parental leave - the employee has the right to continue the contribution payments during this period from private funds. Otherwise, this agreement is made non-contributory for the corresponding period and no further pension entitlements are earned.

4. For the conversion of the remuneration components, the applicable tax and social security laws and regulations must be taken into account both in the savings phase and in the benefit phase.

According to the current legal situation, contributions to the pension fund within the meaning of No. 2 of this agreement are tax-free in accordance with § 3 No. 63 EStG (Income Tax Act) in the calendar year in the amount of up to 8 % of the currently valid contribution assessment limit (West) in the statutory pension insurance.

Contributions paid up to 4 % of the applicable income threshold (West) in the statutory pension insurance are exempt from social insurance pursuant to § 1 para. 1 no. 9 SvEV, whereas contributions paid above 4 % to 8 % of the applicable income threshold (West) in the statutory pension insurance are subject to social insurance. The employee's contribution to the statutory social insurance must be paid by the employee.

December 2004 may be paid into the pension fund as a lump-sum taxed benefit up to a maximum of 1,752.00 euros, if at least one contribution was lump-sum taxed before 1 January 2018 according to Section 40 b (1 and 2) EStG in the version applicable on 31 December 2004. Proof of this must be submitted to the employer (e.g. in the form of a salary statement from the previous employer). The flat-rate wage tax - currently 20 % - plus solidarity surcharge and church tax, if applicable, is borne by the employee.

☐ _____ euros according to Section 40 b (1 and 2) EStG

If parts of the contributions are contributed in accordance with Section 40 b (1 and 2) EStG in the version applicable on 31 December 2004, the employee's entitlement to a tax-free contribution in accordance with Section 3 no. 63 EStG is reduced accordingly.

In the benefit phase, pension payments are subject to tax and social security contributions in accordance with the laws and regulations applicable at that time.

Agreement on the conversion of remuneration

5. The employer shall not incur any obligations from a possible reduction of the remuneration subject to contributions to the statutory pension, health, long-term care and/or unemployment insurance as a result of this conversion of remuneration and a resulting reduction in benefits.

6. In the case of salary increases and the assessment of salary-dependent benefits (e.g. annual benefit, anniversary bonus, pension entitlement, supplements, etc.), the remuneration plus the remuneration components regulated in clause 1 of this agreement shall remain decisive.

7. The insurance relationship is governed by the Articles of Association and the General Terms and Conditions of Insurance Conditions (GTCI) and Tariff Conditions (TC) of the Pensionskasse in their currently valid version.

8. This agreement may be terminated by the employee with one month‘s notice with effect for the future only.

   The employer may require the employee to adjust this agreement and, in the event that an adjustment is not possible or cannot reasonably be expected of one party, terminate this agreement with one month‘s notice if the circumstances and conditions relevant at the time this agreement was concluded, in particular the tax law and social security law conditions, have changed so significantly and permanently that the employer can no longer be expected to adhere to the present agreement.

9. Other pension arrangements already existing between the contracting parties shall remain unaffected by this agreement.

10. The personal data relating to the insurance relationship shall be processed by the Pensionskasse in accordance with the requirements of the General Data Protection Regulation (Datenschutz-Grundverordnung - DS-GVO) and the Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG) within the meaning of Art. 4 No. 2 DS-GVO.

Place	Date	Company stamp, Signature employer

Place	Date	Signature employee

Please fill in in block letters.

Declaration on the continuation of the company pension scheme

With reference to the Articles of Association, the General Terms and Conditions of Insurance (GCTI) and the Tariff Conditions (TC) of the Pensionskasse für die Deutsche Wirtschaft (PKDW), the

Employer

Company name

Street, house number

Postcode, city

Company form

Contact person

Telephone number for queries (optional)

Email for queries (optional) Homepage (optional))

registers **the member**

Name, first name Date of birth

Membership number

Employment since

from _____ for the continuation of the pension by way of deferred compensation.

As of the aforementioned effective date of registration, the employer shall assume the duties of a member company for the employee in accordance with the Articles of Association and the General Terms and Conditions of Insurance and Tariff Conditions (GTCI/TC) of PKDW. On the basis of this, the contributions to the Pensionskasse shall be paid to PKDW by the employer as the member company of PKDW in accordance with § 9 GTCI in the amount agreed in the existing employment relationship for the purpose of building up a company pension scheme using the tax incentives pursuant to § 3 No. 63 EStG or § 40 b EStG (Income Tax Act).

Place Date Company stamp, Signature employer

Authorisation to collect receivables by means of the basic direct debit procedure

Membership-No.

Name

Name and address of the account holder:

Name, First name

Street, house number

Postcode, town

Bank details company account:

IBAN

BIC

Name/address of the credit institution

I / we hereby revocably authorise you to pay the contributions to be paid by me / us for the above-mentioned membership no. to the Pensionskasse für die Deutsche Wirtschaft in accordance with the enclosed deferred compensation agreement

from _____ in the amount of

EUR _____ monthly starting from: _____

EUR _____ annualy, in the month of _____ starting from: _____

by direct debit.

If my / our account does not have the required cover, the account-holding credit institution is not obliged to honour the payment. I / we can withdraw this authorisation in writing at any time.

Place, Date

Stamp, Signature of bank representative

As a rule, the amount is collected on the second last working day of the month to one of our accounts listed below. If you have any queries, please give us a telephone number, an email address and the name of a contact person:

Name

Telephone number for queries (optional)

Email for queries (optional)