

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES EXCEPT FOR QUALIFIED INSTITUTIONAL BUYERS

IMPORTANT: You must read the following before continuing. The following applies to the attached preliminary prospectus (the “**Preliminary Prospectus**”), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Preliminary Prospectus. In accessing the Preliminary Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access. The Preliminary Prospectus has been prepared solely in connection with the offering of the securities described therein (the “**Securities**”).

THE ATTACHED DOCUMENT IS IN PRELIMINARY FORM ONLY, IS NOT COMPLETE AND CONTAINS INFORMATION THAT IS SUBJECT TO COMPLETION AND CHANGE.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**U.S. SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND THE SECURITIES MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS AS DEFINED IN REGULATIONS UNDER THE U.S. SECURITIES ACT (“**U.S. PERSONS**”), ABSENT REGISTRATION UNDER THE U.S. SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THERE WILL BE NO PUBLIC OFFERING OF THE SECURITIES IN THE UNITED STATES.

THE PRELIMINARY PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PRELIMINARY PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE U.S. SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

IF YOU HAVE GAINED ACCESS TO THIS ELECTRONIC TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Confirmation of your representation: The information contained in the Preliminary Prospectus is directed solely at persons who are eligible to access the Preliminary Prospectus under applicable law. By accessing the Preliminary Prospectus you shall be deemed to have represented to us that: (1) you and any person that you represent (a) are not U.S. Persons and the e-mail address that you gave us and to which this electronic transmission has been delivered or the location from which you are otherwise accessing this electronic transmission is not located in the United States, or (b) are Qualified Institutional Buyers as defined in Rule 144A under the U.S. Securities Act (“**Qualified Institutional Buyers**”); (2) if you are in a member state of the European Economic Area (the “**EEA**”), you are a “qualified investor” within the meaning of Article 2(e) of Regulation (EU) 2017/1129 (including any relevant implementing measure in each relevant member state of the EEA); (3) if you are in the United Kingdom, you are a “qualified investor” within the meaning of Article 2(e) of Regulation (EU) 2017/1129 as it forms a part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018, who (a) has professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “**Order**”), or (b) is a high net worth entity falling within Article 49(2)(a) to (d) of the Order; (4) you are an investor that is otherwise eligible to receive the Preliminary Prospectus; and (5) the Preliminary Prospectus is not being, and will not be, forwarded or distributed to any

other person or reproduced in any manner whatsoever, and in particular, to any U.S. address or distributed in any other manner in the United States or to U.S. Persons or to any other recipient who is not permitted to receive the Preliminary Prospectus and that you consent to delivery or making available of the Preliminary Prospectus by electronic transmission.

You are reminded that the Preliminary Prospectus has been delivered or made available to you on the basis that you are a person into whose possession the Preliminary Prospectus may be lawfully delivered or made available in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Preliminary Prospectus to any other person.

The Preliminary Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither the Bookrunner and Placement Agent nor the Issuer or the Guarantor, each as named in the Preliminary Prospectus, nor any person who controls any of them nor any of their respective directors, officers, employees or agents nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Preliminary Prospectus distributed or made available to you in electronic format and the hard copy version available to you upon request as described in the Preliminary Prospectus.

This Preliminary Prospectus is subject to completion and amendment. In particular, certain information contained herein marked in red will be updated, and the terms herein marked with an asterisk (*) will be completed, in the final Prospectus relating to the securities described herein, which, once available, will be filed with SIX Exchange Regulation AG in its capacity as Swiss review body pursuant to article 52 of the FinSA, and may be obtained in electronic or printed form, free of charge, during normal business hours from (i) the registered office of Credit Suisse Group AG, or (ii) Credit Suisse AG at Uetlibergstrasse 231, 8070 Zurich, Switzerland, or by e-mail to: equity-prospectus@credit-suisse.com, all in accordance with article 40(4) of the FinSA. Such terms will be determined based on market conditions and market demand. Capitalised terms used but not defined in this legend have the meanings assigned to such terms in this Preliminary Prospectus.

PRELIMINARY PROSPECTUS dated 22 April 2021

NOT FOR DISTRIBUTION - SUBJECT TO AMENDMENT AND COMPLETION

This Prospectus has been approved by SIX Exchange Regulation AG in its capacity as review body pursuant to article 52 of the Swiss Financial Services Act of 15 June 2018, as amended, on [●]*.

The Issuer is relying on article 51(2) of the FinSA as described on page iv of this Preliminary Prospectus under “Important Information”.



Credit Suisse Group (Guernsey) VII, Limited
(incorporated with limited liability in Guernsey, Channel Islands)

CHF [●]*

3.00 per cent. Series A Mandatory Convertible Notes due 2021

and

CHF [●]*

3.00 per cent. Series B Mandatory Convertible Notes due 2021

in each case, mandatorily convertible into registered shares with a par value of CHF 0.04 each of, and unconditionally and irrevocably guaranteed on a subordinated basis to the extent described herein by,

Credit Suisse Group AG

(incorporated with limited liability in Switzerland)

This prospectus (this “Prospectus”) relates to the offering (the “Offering”) of (i) CHF [●]* in aggregate principal amount of 3.00 per cent. Series A Mandatory Convertible Notes due 2021 (the “Series A MCNs”), and (ii) CHF [●]* in aggregate principal amount of 3.00 per cent. Series B Mandatory Convertible Notes due 2021 (the “Series B MCNs”) and, together with the Series A MCNs, the “MCNs”), in each case to be issued by Credit Suisse Group (Guernsey) VII, Limited (the “Issuer”) and unconditionally and irrevocably guaranteed on a subordinated basis to the extent described herein by Credit Suisse Group AG (“CSG” or, in its capacity as guarantor of the MCNs, the “Guarantor”). Each series of MCNs are mandatorily convertible into registered shares with a par value of CHF 0.04 each of CSG (“Shares”). Capitalised terms used but not defined below shall have the meanings assigned to such terms in the applicable Terms of the MCNs (as defined below).

Offering:

The Offering consists of:

- (i) CHF [●]* in aggregate principal amount of Series A MCNs sold by way of a private placement to certain institutional investors in accordance with applicable securities laws; and
- (ii) CHF [●]* in aggregate principal amount of Series B MCNs to be (a) offered by way of a public offering (the “Public Offering”) in which the holders of Shares as of close of trading on the SIX Swiss Exchange on 27 April 2021 will receive preferential subscription rights (*Vorwegzeichnungsrechte*) (“Rights”) to, subject to certain limitations based on residency, purchase Series B MCNs at the Issue Price (as defined below), and (b) with respect to the Series B MCNs, if any, that have not been purchased by holders of Rights, sold to a limited number of institutional investors in accordance with their respective commitments.

The Rights, the MCNs and the Shares issuable upon conversion of the MCNs are being offered only to (a) persons that are not, and are not acting for the account or benefit of, U.S. persons as defined in Regulation S (“Regulation S”) under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”) (“U.S. Persons”) in offshore transactions in accordance with Regulation S and (b) qualified institutional buyers as defined in Rule 144A under the U.S. Securities Act (“Qualified Institutional Buyers”) in the United States pursuant to an available exemption from registration. In order to participate in the Offering (including to exercise any Rights), Qualified Institutional Buyers in the United States will be required to complete, execute and deliver an investor letter substantially in the form attached as Annex A to this Prospectus. See “Subscription and Sale”.

Public Offering (Series B MCNs):

- **Preferential Subscription Rights (*Vorwegzeichnungsrechte*):** One Right per Share held as of close of trading on the SIX Swiss Exchange on 27 April 2021 will be granted to eligible holders of Shares, with an aggregate amount of [●]* Rights being so granted. [●]* Rights entitle the holder thereof to subscribe for and purchase one Series B MCN at the Issue Price.
- **Rights Exercise Period:** From (and including) 28 April 2021 to 12.00 noon (CEST) on 6 May 2021. Rights not duly exercised prior to 12.00 noon (CEST) on 6 May 2021 will expire and become null and void without the right to any compensation. The exercise of Rights is irrevocable.

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|--|--|
| Terms of the MCNs: | The terms and conditions of the Series A MCNs are set forth under “ <i>Terms and Conditions of the Series A Mandatory Convertible Notes</i> ” (the “ Terms of the Series A MCNs ”) beginning on page 43 of this Prospectus. The terms and conditions of the Series B MCNs are set forth under the “ <i>Terms and Conditions of the Series B Mandatory Convertible Notes</i> ” (the “ Terms of the Series B MCNs ”) beginning on page 69 of this Prospectus. References herein to the “ applicable Terms of the MCNs ” are to the Terms of the Series A MCNs and/or the Terms of the Series B MCNs, as the case may be. |
| Issue Size: | Series A MCNs: CHF [•]* in aggregate principal amount. Series B MCNs: CHF [•]* in aggregate principal amount. |
| Denomination/Trading Lot: | Series A MCNs: CHF 200,000 and integral multiples thereof. Series B MCNs: CHF 1,000 and integral multiples thereof. |
| Issue Price: | 100% of the aggregate principal amount of the MCNs (i.e., CHF 200,000 per Series A MCN and CHF 1,000 principal amount per Series B MCN). |
| Payment Date: | 12 May 2021. |
| Maturity Date: | 12 November 2021. |
| Fixed Interest Amount: | CHF 3,000 per Series A MCN and CHF 15 per Series B MCN, payable on the Fixed Interest Payment Date (as defined below) or, in the case of early conversion due to an Accelerated Conversion Event, on the relevant Conversion Date, which amount is equivalent to the amount of interest that would be accrued as at the Fixed Interest Payment Date on the principal amount of one Series A MCN or one Series B MCN, as applicable, bearing interest at 3.00 per cent. per annum from and excluding the Payment Date to and including the Fixed Interest Payment Date. |
| Fixed Interest Payment Date: | The Maturity Date (i.e., 12 November 2021). |
| Floating Interest Amount: | As set forth in the applicable Terms of the MCNs. |
| Guarantee: | The Guarantor will irrevocably and unconditionally guarantee on a subordinated basis to the extent described below to the Holders of each series of MCNs the payment of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other monetary payments and, upon conversion of the MCNs, the delivery of the Shares, in each case, as and when due under the applicable Terms of the MCNs, pursuant to a guarantee within the meaning of article 111 of the Swiss Code of Obligations (each, a “ Guarantee ”). The form of Guarantee for each series of MCNs is set out in Condition 11 of the applicable Terms of the MCNs. |
| Form of the MCNs: | Each series of MCNs will be represented by one or more permanent global certificates (<i>Globalurkunden auf Dauer</i>) (each, a “ Permanent Global Certificate ”). Neither the Issuer nor the Holders nor the Principal Paying and Conversion Agent nor any other party shall at any time have the right to effect or demand the conversion of the Permanent Global Certificate(s) into, or the delivery of, uncertificated securities (<i>Wertrechte</i>) or individually certificated securities (<i>Wertpapiere</i>). |
| Status of the MCNs: | Each series of MCNs will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank <i>pari passu</i> with all other present or future unsecured and unsubordinated obligations of the Issuer and without any preference among themselves, except for such preference as is provided by any mandatory applicable provision of law. |
| Status of the Guarantees: | The claims of Holders against the Guarantor under the related Guarantee will rank as follows: <ul style="list-style-type: none"> – with respect to payment of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other monetary payments due and payable under such Guarantee, <i>pari passu</i> with the claims of the unsecured and unsubordinated creditors of the Guarantor, except for such preferences as are provided for by any mandatorily applicable provision of law; and – with respect to the delivery of Shares, <i>pari passu</i> with the rights of the holders of Shares. |
| Conversion Price: | Series A MCNs, CHF [•]*, subject to adjustment in accordance with the Terms of the Series A MCNs. Series B MCNs: CHF [•]*, subject to adjustment in accordance with the Terms of the Series B MCNs. |
| Conversion Ratio: | In the case of the Series A MCNs, CHF 200,000, and in the case of the Series B MCNs, CHF 1,000 (i.e., the principal amount of one Series A MCN or one Series B MCN, respectively), divided by the Conversion Price, the resulting number of Shares to be calculated to five decimal places. In connection with the conversion of any MCN, no Fractions will be delivered, and no cash payment for Fractions will be made, to the Holder thereof. |
| Source of Shares: | Series A MCNs: conditional capital of CSG. Series B MCNs: authorised capital of CSG. |
| Mandatory Conversion: | Unless previously converted due an Accelerated Conversion Event or converted early at the option of the Holder, each outstanding MCN will be mandatorily converted on the Maturity Date into such number of Shares as is equal to the Conversion Ratio in accordance with the applicable Terms of the MCNs. The MCNs will not be redeemed or be redeemable for cash in any circumstances. |
| Early Conversion at the Option of the Holder: | Each Holder has the right to convert all or some of its MCNs early at any time during the period from (and including) the date falling 40 days after the Payment Date and ending on (but excluding) the tenth Trading Day prior to the Maturity Date (i.e., the Optional Conversion Period). If a Holder so elects to convert all or some of its MCNs early, no Fixed Interest Amount will be payable with respect to such MCNs. The exercise of this right with respect to a Restricted MCN will require that the relevant Optional Conversion Notice to be delivered by the Holder to the Principal Paying and Conversion Agent be accompanied by an executed investor letter substantially in the form that may be obtained from the Principal Paying and Conversion Agent. |
| Accelerated Conversion: | Upon the occurrence of an Accelerated Conversion Event, each outstanding MCN will be converted into such number of Shares as is equal to the Conversion Ratio in accordance with the applicable Terms of the MCNs. |
| Events of Default: | None. |
| Governing Law/Jurisdiction: | The MCNs and the Guarantees will be governed by the laws of Switzerland. The courts of Zurich, Switzerland, will have exclusive jurisdiction to settle any disputes in connection with the MCNs or the Guarantees. |
| Risks: | See “ <i>Risk Factors</i> ” beginning on page 12 of this Prospectus. |

Clearing and Settlement: SIX SIS AG (“**SIX SIS**”), with further clearing and settlement through Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”).

Admission to Trading and Listing of the MCNs and Shares: The MCNs of each series are expected to be provisionally admitted to trading on the SIX Swiss Exchange as of 12 May 2021. Application will be made for each series of MCNs to be definitively admitted to trading and listed on the SIX Swiss Exchange as soon as practicable thereafter and (if granted) will only be granted after the Payment Date. The last day of trading for each series of MCNs on the SIX Swiss Exchange is expected to be the second trading day prior to the Maturity (or, if earlier, prior to the date on which the MCNs of such series are fully converted in accordance with the applicable Terms of the MCNs). The Shares are listed and traded on the SIX Swiss Exchange.

Sales Restrictions: U.S. Persons and USA (QIBs only), EEA, UK, others (see “*Subscription and Sale*”).

Restricted MCNs: Any Series A MCN or Series B MCN placed pursuant to an exemption from the registration requirements of the U.S. Securities Act other than Regulation S (any such Series A MCNs, a “**Series A Restricted MCN**”, any such Series B MCN, a “**Series B Restricted MCN**”, and, collectively, the “**Restricted MCNs**”), will be subject to certain restrictions on transfer. Before any transfer of a Restricted MCN, (i) in the case of any transfer thereof to non-“U.S. persons” in “offshore transactions” each as defined in and pursuant to Regulation S, the transferor will be required to advise the Transfer Agent that the transfer is being conducted in compliance with Regulation S, or (ii) in the case of any other transfer, the transferee will be required to provide the Transfer Agent with an executed transfer letter substantially in the form that may be obtained from the Transfer Agent. The Transfer Agent will not register any transfer of a Restricted MCN that is not made in accordance with such restrictions on transfer.

Security Numbers:

| | Swiss Security Number | ISIN | Common Code | Ticker Symbol |
|--|-----------------------|-----------------|-------------|---------------|
| Rights | 111 101 145 | CH111 101 145 3 | [•]* | – |
| Series A MCNs (excluding Series A Restricted MCNs) | 111 099 405 | CH111 099 405 5 | [•]* | – |
| Restricted Series A MCNs | 111 099 406 | CH111 099 406 3 | [•]* | – |
| Series B MCNs (excluding Series B Restricted MCNs) | 111 099 407 | CH111 099 407 1 | [•]* | – |
| Restricted Series B MCNs | 111 099 408 | CH111 099 408 9 | [•]* | – |
| Shares | 1 213 853 | CH001 213 853 0 | – | CSGN |

Credit Suisse AG (the “**Bookrunner and Placement Agent**”), the Issuer and the Guarantor have entered into a Bond Placement and Settlement Agreement dated as of 21 April 2021, relating to the placement of the Series B MCNs and the settlement of the Series A MCNs and Series B MCNs

CSG has entered into a Purchase and Underwriting Agreement or a Committed Purchase Agreement, as the case may be, with each of the Investors (as defined herein) dated as of 21 April 2021, relating to the purchase of the Series A MCNs from the Issuer and the underwriting of the Series B MCNs.

Sole Bookrunner and Placement Agent

Credit Suisse AG

IMPORTANT INFORMATION

The Issuer is relying on article 51(2) of the Swiss Financial Services Act of 15 June 2018, as amended (the “FinSA”). Accordingly, in accordance with article 40(5) of the FinSA, prospective investors in the MCNs are hereby notified that this Prospectus has not been reviewed or approved by a competent Swiss review body pursuant to article 52 of the FinSA. The MCNs, if issued, will be issued on the basis of the final Prospectus relating to the MCNs (the “Final Prospectus”), which will be submitted to SIX Exchange Regulation AG in its capacity as Swiss review body pursuant to article 52 of the FinSA (in such capacity, the “Swiss Review Body”) for review only after completion of the offering of the MCNs and after application has been made for provisional admission to trading of the MCNs on the SIX Swiss Exchange. Potential investors should be aware that the Terms of the Series A MCNs and the Terms of the Series B MCNs set out in this Prospectus are incomplete and subject to amendment and completion in the Final Prospectus. Accordingly, the rights of Holders under each series of MCNs will be determined exclusively by the applicable Terms of the MCNs set out in the Final Prospectus.

This Prospectus will not be updated for any developments that occur after its date. In particular, this Prospectus is not required to be updated as of the date of any approval by the Swiss Review Body. Consequently, neither the delivery of this Prospectus nor the offering, sale or delivery of any MCNs nor the admission to trading of the MCNs on the SIX Swiss Exchange shall in any circumstances imply that the information contained herein concerning the Issuer or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the issue of the MCNs is correct as of any time subsequent the date indicated in the document containing the same.

This Prospectus has been prepared by the Issuer and the Guarantor solely for use in connection with the offering of the MCNs and for the admission to trading and listing of the MCNs on the SIX Swiss Exchange. Neither the Issuer nor the Guarantor has authorised the use of this Prospectus for any other purpose.

Each of the Issuer and the Guarantor accepts responsibility for the content of this Prospectus and declares that the information in this Prospectus is, to the best of its knowledge, correct and no material facts or circumstances have been omitted herefrom.

This Prospectus is to be read in conjunction with all documents that are incorporated herein by reference (see “*About this Prospectus—Documents Incorporated by Reference*”). This Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Prospectus.

The Bookrunner and Placement Agent has not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Bookrunner and Placement Agent as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuer or the Guarantor in connection with the MCNs.

No person is or has been authorised by the Issuer or the Guarantor to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the MCNs and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor or the Bookrunner and Placement Agent.

To the fullest extent permitted by law, the Bookrunner and Placement Agent accepts no responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Bookrunner and Placement Agent or on its behalf in connection with the Issuer, the Guarantor, or the issue and offering of the MCNs. The Bookrunner and Placement Agent accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Prospectus or any such statement.

Neither this Prospectus nor any other information supplied in connection with the MCNs (i) is intended to provide the basis of any credit or other evaluation, or (ii) should be considered as a recommendation by the Issuer, the Guarantor or the Bookrunner and Placement Agent that any recipient of this Prospectus or any other information supplied in connection with the MCNs should purchase any MCNs. Each investor contemplating purchasing any MCNs should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and/or the Guarantor. Neither this Prospectus nor any other information supplied in connection with the issue of the MCNs constitutes an offer or invitation by or on behalf of the Issuer or the Guarantor or the Bookrunner and Placement Agent to any person to subscribe for or to purchase any MCNs or Shares.

The Rights, the MCNs and the Shares issuable upon conversion of the MCNs have not been and will not be registered under the U.S. Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in accordance with Regulation S or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Rights, the MCNs and the Shares issuable upon conversion of the MCNs are being offered only to (i) persons that are not, and are not acting for the account or benefit of, U.S. Persons in offshore transactions in accordance with Regulation S, and (ii) Qualified Institutional Buyers in the United States pursuant to an available exemption from registration. In order to participate in the Offering (including to exercise any Rights), Qualified Institutional Buyers in the United States will be required to complete, execute and deliver an investor letter substantially in the form attached as Annex A to this Prospectus. See “*Subscription and Sale*”.

EACH PURCHASER OF THE MCNS MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS THE MCNS OR POSSESSES OR DISTRIBUTES THIS PROSPECTUS AND MUST OBTAIN ANY CONSENT, APPROVAL, OR PERMISSION REQUIRED BY IT FOR THE PURCHASE, OFFER OR SALE BY IT OF THE MCNS UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NEITHER THE ISSUER NOR THE BOOKRUNNER AND PLACEMENT AGENT SHALL HAVE ANY RESPONSIBILITY THEREFOR.

IMPORTANT – EEA RETAIL INVESTORS

The MCNs are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”). For these purposes, a “retail investor” means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**EU MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the MCNs or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the MCNs or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS

The MCNs are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a “retail investor” means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA which were relied on immediately before exit day to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No

600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the MCNs or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the MCNs or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

GUERNSEY

The MCNs may not be offered or sold to or held by any person resident for the purposes of the Income Tax (Guernsey) Law, 1975 in the Islands of Guernsey, Alderney or Herm, Channel Islands.

WARNING

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any MCNs in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of the MCNs may be restricted by law in certain jurisdictions. Neither the Issuer nor the Guarantor nor the Bookrunner and Placement Agent represent that this Prospectus may be lawfully distributed, or that any MCNs may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantor or the Bookrunner and Placement Agent that is intended to permit a public offering of any MCNs or distribution of this Prospectus in any jurisdiction where action for that purpose is required other than in Switzerland. Accordingly, no MCNs may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any MCNs may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of MCNs. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of MCNs in the United States, Australia, Canada, the EEA, France, Guernsey, Hong Kong, Italy, Japan, Singapore, South Korea, the United Arab Emirates and the UK, see “*Subscription and Sale*”.

All references in this document to “**CHF**” refer to Swiss francs, to “**euro**” and “**EUR**” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the functioning of the European Union, as amended, and to “**U.S. dollars**”, “**USD**” and “**U.S.\$**” refer to United States dollars.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

Any dispute that might arise under the MCNs or the Guarantees shall fall within the exclusive jurisdiction of the Courts of Zurich, Switzerland. Furthermore, CSG is a corporation organised under the laws of Switzerland. This means, among other things, that, in respect of any such dispute, service of process upon CSG must be effected in Switzerland in accordance with Swiss procedural rules, and it is unlikely that investors in the MCNs would be able to enforce in Switzerland against CSG any judgment obtained from a court outside Switzerland with respect to any such dispute. Furthermore, CSG is a corporation organised under the laws of Switzerland, many of its directors and executive officers are resident outside the United States and all or a substantial portion of the assets of CSG and of such directors and officers are located outside the United States. The United States and Switzerland do not currently have a treaty providing for the reciprocal recognition and enforcement of judgements, other than arbitration awards, in civil and commercial matters. Consequently, a final judgement rendered against the Issuer or any of its directors or executive officers that are residents of Switzerland by any U.S. federal or state court for payment would not automatically be enforceable in Switzerland and it may be difficult to enforce any such judgement in Switzerland against the Issuer or such directors or executive officers. In addition, there is doubt as to

enforceability in Switzerland, in original actions or inactions for enforcement of judgments of U.S. courts, of liabilities predicated solely upon the federal or state securities laws of the United States.

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SUMMARY

This summary should be read as an introduction to this Prospectus and, for purposes of the FinSA, constitutes a summary within the meaning of articles 40(3) and 43 thereof. Any decision to invest in the MCNs should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference herein. This summary is therefore qualified in its entirety by the remainder of this Prospectus.

Potential investors in the MCNs should be aware that liability under article 69 of the FinSA for any false or misleading information contained in this summary is limited to any such information that is false or misleading when read together with, or that is inconsistent with, the other parts of this Prospectus.

The terms in this summary marked with an asterisk () will be completed and published in the Final Prospectus, which, once available, will be filed with the Swiss Review Body and may be obtained in electronic or printed form, free of charge, during normal business hours from (i) the registered office of Credit Suisse Group AG, or (ii) Credit Suisse AG at Uetlibergstrasse 231, 8070 Zurich, Switzerland, or by e-mail to: equity-prospectus@credit-suisse.com, all in accordance with article 40(4) of the FinSA. Such terms will be determined based on market conditions and market demand.*

Capitalised terms used in this summary but not defined herein have the meanings assigned to them in the applicable Terms of the MCNs or elsewhere in this Prospectus.

Issuer

Credit Suisse Group (Guernsey) VII, Limited (registration number 69115) (the “**Issuer**”) is a Guernsey-incorporated non-cellular company limited by shares. The Issuer was incorporated on 16 April 2021 in Guernsey and is a wholly-owned subsidiary of CSG. The registered office of the Issuer is located at Helvetia Court, South Esplanade, St. Peter Port, Guernsey, GY1 3WF, Channel Islands.

The Issuer’s Legal Entity Identifier (LEI) Code is 213800SZFMXTCMU6PK17.

The shareholder of the Issuer has passed a shareholder resolution waiving the requirement for the Issuer to audit its accounts indefinitely in accordance with the Companies (Guernsey) Law, 2008 (as amended), and the Issuer has therefore not appointed an auditor. **Accordingly, the Issuer does not have an auditor that is supervised by a foreign audit oversight authority that is recognised by the Swiss Federal Council.**

Guarantor

Credit Suisse Group AG (“**CSG**” or, in its capacity as guarantor of the MCNs, the “**Guarantor**”). CSG was incorporated under Swiss law as a corporation (*Aktiengesellschaft*) with unlimited duration under the name “CS Holding” on 3 March 1982 in Zurich, Switzerland, and was registered with the Commercial Register of the Canton of Zurich under the number CH-020.3.906.075-9 and is now registered under the number CHE-105.884.494. As of 6 May 2008, CSG changed its name to “Credit Suisse Group AG”. CSG’s registered and principal executive office is located at Paradeplatz 8, 8001 Zurich,

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| Securities Offered | <p>Switzerland.</p> <p>CSG's Legal Entity Identifier (LEI) Code is 549300506SI9CRFV9Z86.</p> <p>3.00 per cent. Series A Mandatory Convertible Notes due 2021 (the "Series A MCNs"), which are mandatorily convertible into Shares, which Shares to be sourced from the conditional capital of CSG.</p> |
| Offering | <p>3.00 per cent. Series A Mandatory Convertible Notes due 2021 (the "Series B MCNs" and, together with the Series A MCNs, the "MCNs"), which are mandatorily convertible into Shares, which Shares to be sourced from the authorised capital of CSG.</p> <p>The Series A MCNs will be sold by way of a private placement to certain institutional investors in accordance with applicable securities laws.</p> <p>The Series B MCNs will be (i) offered by way of a public offering in which the holders of Shares as of close of trading on the SIX Swiss Exchange on 27 April 2021 will receive preferential subscription rights (<i>Vorwegzeichnungsrechte</i>) ("Rights") to, subject to certain limitations based on residency, purchase Series B MCNs at the Issue Price, and (ii) with respect to the Series B MCNs, if any, not purchased by holders of Rights, sold to a limited number of institutional investors in accordance with their respective commitments set forth in the relevant Purchase Agreement.</p> |
| Issue Size | <p>Series A MCNs: CHF [•]*</p> <p>Series B MCNs: CHF [•]*</p> |
| Use of Proceeds | <p>The net proceeds from the issuance of the MCNs (i.e., less commissions, fees and, with respect to the Series B MCNs, underwriting fees paid to the relevant Investors) will be approximately CHF [•]*.</p> <p>The net proceeds from the issuance of the Series A MCNs will be (i) used by the Issuer to enter into the Share Purchase Option Agreement, pursuant to which the Issuer will prepay the Shares to be delivered by CSG thereunder and will pay an exercise price in the amount of the nominal value of the Shares as and when Shares are to be delivered under the Series A MCNs, and (ii) as to an amount equal to the aggregate Fixed Interest Amounts to be paid under the Terms of the Series A MCNs, held in the Issuer's bank account. CSG will use the net proceeds of such consideration for general corporate purposes. The number of underlying Shares to be created and delivered under the Share Purchase Option Agreement will be equal to the Conversion Ratio (as defined in the Terms of the Series A MCNs) of the aggregate principal amount of the Series A MCNs. Consequently, CSG will include the prepaid amount for</p> |

such Shares in its common equity tier 1 capital calculated on a consolidated basis (share premium) and the exercise price in its share capital.

The net proceeds from the issuance of the Series B MCNs will be (i) used by the Issuer to enter into the Share Purchase and Delivery Agreement, pursuant to which the Issuer will prepay the aggregate nominal value of the Shares to be delivered by CSG thereunder and will, on or around the Payment Date, pay the remainder of the purchase price of such Shares, and (ii) as to an amount equal to the aggregate Fixed Interest Amounts to be paid under the Terms of the Series B MCNs, held in the Issuer's bank account. CSG will use the net proceeds of such consideration for general corporate purposes. The number of underlying Shares to be created and delivered under the Share Purchase and Delivery Agreement will be equal to the Conversion Ratio (as defined in the Terms of the Series B MCNs) of the aggregate principal amount of the Series B MCNs. CSG will include the amount received under the Share Purchase and Delivery Agreement in its common equity tier 1 capital calculated on a consolidated basis (share capital plus share premium).

See "*Description of the Share Purchase Option Agreement and Share Purchase and Delivery Agreement*" for more information.

Status

Each series of MCNs will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer and without any preference among themselves, except for such preference as is provided by any mandatory applicable provision of law.

Guarantees

The Guarantor will irrevocably and unconditionally guarantee on a subordinated basis to the extent described below to the Holders of each series of MCNs the payment of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other monetary payments and, upon conversion of the MCNs, the delivery of the Shares, in each case, as and when due under the applicable Terms of the MCNs, pursuant to a guarantee within the meaning of article 111 of the Swiss Code of Obligations (each, a "**Guarantee**"). The form of Guarantee for each series of MCNs is set out in Condition 11 of the applicable Terms of the MCNs.

The claims of Holders against the Guarantor under the applicable Guarantee will rank as follows:

- (i) with respect to payment of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other monetary payments due and payable under the such

Guarantee, *pari passu* with the claims of the unsecured and unsubordinated creditors of the Guarantor, except for such preferences as are provided for by any mandatorily applicable provision of law; and

- (ii) with respect to the delivery of Shares, *pari passu* with the rights of the holders of Shares.

Form

Each series of MCNs will be represented by one or more permanent global certificates (*Globalurkunden auf Dauer*) (each, a “**Permanent Global Certificate**”), which shall be deposited by the Principal Paying and Conversion Agent with SIX SIS or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIX SIS or any such other intermediary, the “**Intermediary**”). Once a Permanent Global Certificate is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the MCNs represented thereby will constitute intermediated securities (*Bucheffekten*) in accordance with the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Neither the Issuer nor the Holders nor the Principal Paying and Conversion Agent nor any other party shall at any time have the right to effect or demand the conversion of the Permanent Global Certificates into, or the delivery of, uncertificated securities (*Wertrechte*) or individually certificated securities (*Wertpapiere*).

Any Series A MCN or Series B MCN placed pursuant to an exemption from the registration requirements of the U.S. Securities Act other than Regulation S (any such Series A MCN, a “**Series A Restricted MCN**”, any such Series B MCNs, a “**Series B Restricted MCN**”, and, collectively, the “**Restricted MCNs**”), will be subject to certain restrictions on transfer. Before any transfer of a Restricted MCN, (A) in the case of any transfer thereof to non-“U.S. persons” in “offshore transactions” each as defined in and pursuant to Regulation S, the transferor will be required to advise the Transfer Agent that the transfer is being conducted in compliance with Regulation S, or (B) in the case of any other transfer, the transferee will be required to provide the Transfer Agent with an executed transfer letter substantially in the form that may be obtained from the Transfer Agent. The Transfer Agent will not register any transfer of a Restricted MCN that is not made in accordance with such restrictions on transfer.

Principal Paying and Conversion Agent

Credit Suisse AG

Transfer Agent

Credit Suisse AG

Denomination/Trading Lot

Series A MCNs: CHF 200,000 and integral multiples thereof.

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| Issue Price | <p>Series B MCNs: CHF 1,000 and integral multiples thereof.</p> <p>100% of the aggregate principal amount of the MCNs (i.e., CHF 200,000 per Series A MCN and CHF 1,000 per Series B MCN).</p> |
| Maturity Date | 12 November 2021. |
| Fixed Interest Amount | <p>The Issuer will pay the Fixed Interest Amount (as defined below) per MCN on the Fixed Interest Payment Date or, if the MCNs are converted prior to the Maturity Date due an Accelerated Conversion Event, on the applicable Conversion Date, in each case, to the Holder thereof. If any MCN is converted prior to the Maturity Date or at the option of the Holder, no Fixed Interest Amount will be payable with respect to such MCN.</p> <p>The “Fixed Interest Amount” is CHF 3,000 per Series A MCN and CHF 15 per Series B MCN, which is equivalent to the amount of interest that would be accrued as at the Fixed Interest Payment Date on the principal amount of one Series A MCN or one Series B MCN, respectively, bearing interest at the Interest Rate from and excluding the Payment Date to and including the Fixed Interest Payment Date, calculated on a 30E/360 basis (i.e., on the basis of a year consisting of 12 months of 30 days each).</p> |
| Fixed Interest Payment Date | The Maturity Date (i.e., 12 November 2021). |
| Floating Interest Amount | <p>If any Cash Distribution is made or paid by CSG after the Pricing Date (i.e., 23 April 2021), but prior to the applicable Conversion Date, the Issuer shall pay the Floating Interest Amount (as defined below) relating to such Cash Distribution per MCN on the relevant Floating Interest Payment Date to the Holder thereof.</p> <p>With respect to any Cash Distribution, the “Floating Interest Amount” is an amount in CHF equal to the CHF amount (on a gross basis) that a holder of such number of Shares as would be deliverable upon conversion of one MCN at the Conversion Ratio in effect on the relevant Floating Interest Payment Date would have received as part of such Cash Distribution; <i>provided, however</i>, that, in the case of a Cash Distribution pursuant to which holders of Shares may elect to receive either cash or Shares in lieu of cash or a combination thereof, only the dividend or other distribution made by CSG in cash shall be used to determine the Floating Interest Amount with respect to such Cash Distribution.</p> |
| Floating Interest Payment Date | <p>With respect to any Floating Interest Amount, the “Floating Interest Payment Date” will be (i) if the relevant Cash Distribution was made or paid prior to the Payment Date, the later of (x) the first day after the date on which such Cash Distribution is made or paid, and (y) the date falling five</p> |

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| Conversion Price | <p>Business Days after the Payment Date, and (ii) otherwise, the first day after the date on which the relevant Cash Distribution is made or paid.</p> <p>Series A MCNs, CHF [•]*, subject to adjustment in accordance with the Terms of the Series A MCNs.</p> <p>Series B MCNs: CHF [•]*, subject to adjustment in accordance with the Terms of the Series B MCNs.</p> |
| Conversion Ratio | <p>In the case of the Series A MCNs, CHF 200,000, and in the case of the Series B MCNs, CHF 1,000 (i.e., the principal amount of one Series A MCN or one Series B MCN, respectively), divided by the Conversion Price, the resulting number of Shares to be calculated to five decimal places. In connection with the conversion of any MCN, no Fractions will be delivered, and no cash payment for Fractions will be made, to the Holder thereof.</p> |
| Mandatory Conversion | <p>Unless previously converted due an Accelerated Conversion Event or converted early at the option of the Holder, each outstanding MCN will be mandatorily converted on the Maturity Date into such number of Shares as is equal to the Conversion Ratio in accordance with the applicable Terms of the MCNs. The MCNs will not be redeemed or be redeemable for cash in any circumstances.</p> |
| Early Conversion at the Option of the Holder | <p>Each Holder has the right to convert all or some of its MCNs early at any time during the period from (and including) the date falling 40 days after the Payment Date and ending on (but excluding) the tenth Trading Day prior to the Maturity Date (i.e., the Optional Conversion Period), as more particularly described in Condition 3(c) and subject to the terms and conditions set forth in Condition 3(e)(i). The exercise of this right with respect to a Restricted MCN will require that the relevant Optional Conversion Notice to be delivered by the Holder to the Principal Paying and Conversion Agent be accompanied by an executed investor letter substantially in the form that may be obtained from the Principal Paying and Conversion Agent.</p> <p>If a Holder so elects to convert all or some of its MCNs early, no Fixed Interest Amount will be payable with respect to such MCNs.</p> |
| Accelerated Conversion Events | <p>With respect to each series of MCNs, the following events will constitute “Accelerated Conversion Events” with respect to such series of MCNs:</p> <ul style="list-style-type: none"> <li data-bbox="740 1780 1414 1921">(i) non-payment of any amount under the applicable Terms of the MCNs or the applicable Guarantee as and when due, such failure continuing for a period of ten Business Days; or <li data-bbox="740 1933 1414 1960">(ii) breach of other obligations of the Issuer or the |

Guarantor under the applicable Terms of the MCNs or the applicable Guarantee, respectively, which breach is not remedied within 30 Business Days of receipt of notice from the Principal Paying and Conversion Agent; or

- (iii) certain insolvency events with respect to the Issuer or CSG; or
- (iv) subject to certain exceptions, failure of CSG to pay amounts due in respect of other financial indebtedness exceeding CHF 500 million (or equivalent in other currency); or
- (v) certain merger, consolidation, asset sale and takeover events; or
- (vi) unless the Guarantor has been substituted for the Issuer as principal debtor under the applicable Terms of the MCNs or the Issuer and the Guarantor have merged, the applicable Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect,

in each case, as more particularly described in Condition 9(a) of the applicable Terms of the MCNs.

If the Principal Paying and Conversion Agent determines that an Accelerated Conversion Event has occurred with respect to any series of MCNs, the Principal Paying and Conversion Agent shall immediately notify the Issuer and the Holders, and each outstanding MCNs of such series shall be converted on the first Trading Day immediately following the date on which the relevant Accelerated Conversion Notice is published into such number of Shares as is equal to the Conversion Ratio in effect on such Trading Day (or, in the case of Accelerated Conversion Event caused by an event described in clause (iii) above, on the date on which such event occurred); *provided, however*, that, in the case of an Accelerated Conversion Event caused by an event described in clause (iii) above, no such notice to the Issuer or the Holders will be required.

If any MCN is converted prior to the Maturity Date as a result of the occurrence of an Accelerated Conversion Event, the Issuer will pay the Fixed Interest Amount for such MCN in full on the applicable Conversion Date.

Anti-dilution Provisions

The Conversion Price will be subject to adjustments for, *inter alia*:

- (i) increase of share capital by means of capitalisation of reserves, profits, or premiums by distribution of Shares or division or consolidation of Shares;
- (ii) issues of Shares or other securities by way of conferring subscription or purchase rights; and
- (iii) non-Cash Distributions, including Scrip Dividends,

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| Bankruptcy, liquidation or winding-up of the Guarantor | <p>subject, in each case, to certain exceptions, as more particularly described in Condition 6.</p> <p>In a bankruptcy, liquidation or winding-up of the Guarantor:</p> <ul style="list-style-type: none"> (i) claims of the Holders against the Guarantor under the applicable Guarantee in respect of their right to receive Shares shall become a claim to participate in the liquidation proceeds of the Guarantor as if a holder of Shares, and not as a creditor, with the same claim per MCN as that of a holder of a number of Shares equal to the Conversion Ratio; and (ii) claims of Holders against the Guarantor under the applicable Guarantee in respect of the Fixed Interest Amount, Floating Interest Amounts, if any, or any other monetary amounts due and payable under the Guarantee shall comprise a claim in the liquidation proceeds of the Guarantor for such amounts, which claim will rank <i>pari passu</i> with the claims of the unsecured and unsubordinated creditors of the Guarantor, except for such preferences as are provided for by any mandatorily applicable provision of law. |
| Issuer Substitution | <p>Holders will be deemed to have acknowledged, and explicitly consented to, the fact that the Issuer may at any time, without the consent of the Holders of the applicable series of MCNs, substitute any entity for itself as principal debtor under such MCNs, <i>provided</i> that certain conditions are satisfied, as more particularly described in Condition 10 of the applicable Terms of the MCNs.</p> |
| Governing Law and Jurisdiction | <p>The MCNs and the Guarantees will be governed by, and construed in accordance with, the substantive laws of Switzerland. The courts of Zurich, Switzerland, will have exclusive jurisdiction to settle any disputes in connection with the MCNs or the Guarantees.</p> |
| Taxes | <p>Any Swiss or Guernsey capital, stamp, issue, registration and transfer taxes and duties arising on the allotment, issue, transfer or delivery of Shares (including all fees payable to the SIX Swiss Exchange) upon the delivery in Switzerland of Shares upon the conversion of the MCNs will be payable by the Issuer.</p> <p>All payments in respect of the MCNs by or on behalf of the Issuer will be made without withholding or deduction of taxes of any kind, imposed in or by Guernsey or Switzerland. In the event that any such deduction or withholding is required, the Issuer shall pay additional amounts in respect thereof, subject to customary exceptions, as more particularly described in Condition 7 of the applicable Terms of the MCNs.</p> <p>All payments under the Guarantees by or on behalf of the Guarantor will be made without withholding or deduction of</p> |

Admission to Trading and Listing of the MCNs and Shares

taxes of any kind, imposed in or by Switzerland. In the event that any such deduction or withholding is required, the Guarantor shall pay additional amounts in respect thereof, subject to customary exceptions, as more particularly described in the applicable Guarantee.

The MCNs of each series are expected to be provisionally admitted to trading on the SIX Swiss Exchange as of 12 May 2021. Application will be made for each series of MCNs to be definitively admitted to trading and listed on the SIX Swiss Exchange as soon as practicable thereafter and (if granted) will only be granted after the Payment Date. The last day of trading for each series of MCNs on the SIX Swiss Exchange is expected to be the second trading day prior to the Maturity (or, if earlier, prior to the date on which the MCNs of such series are fully converted in accordance with the applicable Terms of the MCNs). The Shares are listed and traded on the SIX Swiss Exchange.

Selling Restrictions

There are restrictions on the offer, sale and transfer of the MCNs in the United States, Australia, Canada, the EEA, France, Guernsey, Hong Kong, Italy, Japan, Singapore, South Korea, the United Arab Emirates and the UK and such other restrictions as may be required in connection with the offering and sale of the MCNs (see “*Subscription and Sale*”).

Settlement

SIX SIS, with further clearing and settlement through Euroclear and Clearstream, Luxembourg.

Sole Bookrunner and Placement Agent

Credit Suisse AG, acting itself or through any of its broker-dealer affiliates.

**Preferential Subscription Rights
(*Vorwegzeichnungsrecht*)**

One Right per Share held as of close of trading on the SIX Swiss Exchange on 27 April 2021 will be granted to eligible holders of Shares, with an aggregate amount of [•]* Rights being so granted. [•]* Rights entitle the holder thereof to subscribe for and purchase one Series B MCN at the Issue Price.

Rights Exercise Period

From (and including) 28 April 2021 to 12.00 noon (CEST) on 6 May 2021.

Rights not duly exercised prior to 12.00 noon (CEST) on 6 May 2021 will expire and become null and void without the right to any compensation. The exercise of Rights is irrevocable.

Backstop Underwriting

Any Series B MCNs not purchased by holders of Rights will be sold to certain of the Investors in accordance with their respective commitments under the relevant Purchase Agreement (see “*Subscription and Sale*”).

Swiss Review Body

SIX Exchange Regulation AG, Hardturmstrasse 201, 8005 Zurich, Switzerland (in such capacity, the “**Swiss Review Body**”).

Submission of Prospectus to Swiss Review Body

The Issuer is relying on article 51(2) of the FinSA. Accordingly, in accordance with article 40(5) of the FinSA, prospective investors in the MCNs are hereby notified that this Prospectus has not been reviewed or approved by a competent Swiss review body pursuant to article 52 of the FinSA. The MCNs, if issued, will be issued on the basis of the Final Prospectus, which will be submitted to the Swiss Review Body for review only after completion of the offering of the MCNs and after application has been made for provisional admission to trading of the MCNs on the SIX Swiss Exchange.

Potential investors should be aware that the Terms of the Series A MCNs and the Terms of the Series B MCNs set out in this Prospectus are incomplete and subject to amendment and completion in the Final Prospectus. Accordingly, the rights of Holders under each series of MCNs will be determined exclusively by the applicable Terms of the MCNs set out in the Final Prospectus.

Date and Approval by Swiss Review Body of Prospectus

This Prospectus is dated [•]*, and has been approved by the Swiss Review Body on [•]*.

This Prospectus will not be updated for any developments that occur after its date. In particular, this Prospectus is not required to be updated as of the date of any approval by the Swiss Review Body.

Security Codes

Series A MCNs (excluding Series A Restricted MCNs):

Swiss Security Number: 111 099 405

ISIN: CH111 099 405 5

Common Code: [•]*

Series A Restricted MCNs:

Swiss Security Number: 111 099 406

ISIN: CH111 099 406 3

Common Code: [•]*

Series B MCNs (excluding Series B Restricted MCNs):

Swiss Security Number: 111 099 407

ISIN: CH111 099 407 1

Common Code: [•]*

Series B Restricted MCNs:

Swiss Security Number: 111 099 408

ISIN: CH111 099 408 9

Common Code: [•]*

Shares:

Swiss Security Number: 1 213 853

ISIN:CH001 213 853 0

Ticker Symbol: CSGN

Rights:

Swiss Security Number: 111 101 145

ISIN: CH111 101 145 3

RISK FACTORS

Each of the Issuer and the Guarantor believes that the following factors may affect its ability to fulfil its obligations under the MCNs and the Guarantees, respectively, and the value of the Shares deliverable upon conversion of the MCNs. Most of these factors are contingencies that may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors that are material for the purpose of assessing the market risks associated with the MCNs and the Shares deliverable upon conversion are also described below.

Each of the Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in MCNs and the Shares deliverable upon conversion, but the inability of the Issuer or the Guarantor to pay interest or other amounts on or in connection with any MCN and/or declines in the value of the Shares deliverable upon conversion may occur for other reasons that may not be considered significant risks by the Issuer or the Guarantor based on information currently available to them or that they may not currently be able to anticipate. Prospective investors should give careful consideration to the following risk factors in evaluating the merits and suitability of an investment in the MCNs. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Capitalised terms used but not defined in this section “Risk Factors” shall have the meanings assigned to such terms in the applicable Terms of the MCNs or elsewhere in this Prospectus.

Factors that may affect CSG’s ability to fulfil its obligations under the Guarantees and the value of the Shares deliverable upon conversion

Liquidity risk

Liquidity, or ready access to funds, is essential to the Group’s business, particularly the Group’s investment banking businesses. The Group seeks to maintain available liquidity to meet its obligations in a stressed liquidity environment. For information on the Group’s liquidity management, refer to “*Liquidity and funding management*” in “*III—Treasury, Risk, Balance sheet and Off-balance sheet*” in the Annual Report 2020 (as defined below).

The Group’s liquidity could be impaired if it were unable to access the capital markets, sell its assets or if its liquidity costs increase

The Group’s ability to borrow on a secured or unsecured basis and the cost of doing so can be affected by increases in interest rates or credit spreads, the availability of credit, regulatory requirements relating to liquidity or the market perceptions of risk relating to the Group, certain of its counterparties or the banking sector as a whole, including the Group’s perceived or actual creditworthiness. An inability to obtain financing in the unsecured long-term or short-term debt capital markets, or to access the secured lending markets, could have a substantial adverse effect on the Group’s liquidity. In challenging credit markets, the Group’s funding costs may increase or it may be unable to raise funds to support or expand its businesses, adversely affecting its results of operations. Following the financial crisis in 2008 and 2009, the Group’s costs of liquidity have been significant, and it expects to incur ongoing costs as a result of regulatory requirements for increased liquidity.

If the Group is unable to raise needed funds in the capital markets (including through offerings of equity, regulatory capital securities and other debt), it may need to liquidate unencumbered assets to meet its liabilities. In a time of reduced liquidity, the Group may be unable to sell some of its assets, or it may need

to sell assets at depressed prices, which in either case could adversely affect its results of operations and financial condition.

The Group's businesses rely significantly on its deposit base for funding

The Group's businesses benefit from short-term funding sources, including primarily demand deposits, inter-bank loans, time deposits and cash bonds. Although deposits have been, over time, a stable source of funding, this may not continue. In that case, the Group's liquidity position could be adversely affected and it might be unable to meet deposit withdrawals on demand, or at their contractual maturity, to repay borrowings as they mature or to fund new loans, investments and businesses.

Changes in CSG's ratings may adversely affect its business

Ratings are assigned by rating agencies. Rating agencies may lower, indicate their intention to lower or withdraw their ratings at any time. The major rating agencies remain focused on the financial services industry, particularly regarding potential declines in profitability, asset quality deterioration, asset price volatility, the impact from any potential easing or enhancement of regulatory requirements and challenges from increased costs related to compliance and litigation. Any downgrades in CSG's ratings could increase its borrowing costs, limit its access to capital markets, increase its cost of capital and adversely affect the ability of its businesses to sell or market their products, engage in business transactions—particularly financing and derivatives transactions—and retain its clients.

Market and credit risks

The ongoing global COVID-19 pandemic has adversely affected, and may continue to adversely affect, the Group's business, operations and financial performance

Since December 2019, the COVID-19 pandemic has spread rapidly and globally, with a high concentration of cases in certain countries in which the Group conducts business. The ongoing global COVID-19 pandemic has adversely affected, and may continue to adversely affect, the Group's business, operations and financial performance.

The spread of COVID-19 and resulting tight government controls and containment measures implemented around the world have caused severe disruption to global supply chains and economic activity, and the market has entered a period of significantly increased volatility. The spread of COVID-19 is continuing to have an adverse impact on the global economy, the severity and duration of which is difficult to predict, and has adversely affected the Group's business, operations and financial performance. Modelling for current expected credit losses ("CECL") has been made more difficult by the effects of the COVID-19 pandemic on market volatility and macroeconomic factors, and has required ongoing monitoring and more frequent testing across the Group, particularly for credit models. There can be no assurance that, even after adjustments are made to model outputs, the Group will not recognise unexpected losses arising from the model uncertainty that has resulted from the COVID-19 pandemic. The COVID-19 pandemic has significantly impacted, and is likely to continue to adversely affect, the Group's credit loss estimates, mark-to-market losses, trading revenues, net interest income and potential goodwill assessments and may also adversely affect its ability to successfully realise the Group's strategic objectives and goals. Should current economic conditions persist or deteriorate, the macroeconomic environment could have a continued adverse effect on these outlined and other aspects of the Group's business, operations and financial performance, including decreased client activity or demand for the Group's products, disruptions to the Group's workforce or operating systems, possible constraints on capital and liquidity or a possible downgrade of its credit ratings. Additionally, legislative and regulatory changes in response to the COVID-19 pandemic, such as consumer and corporate relief measures, could further affect the Group's business. As such measures are often rapidly introduced and varying in their nature, the Group is also exposed to heightened risks as it may be required to implement large-scale changes quickly. Furthermore, once such

measures expire, are withdrawn or are no longer supported by governments, economic growth may be negatively impacted, which in turn may adversely affect its business, operations and financial performance.

The extent of the adverse impact of the pandemic on the global economy and markets will depend, in part, on the duration and severity of the measures taken to limit the spread of the virus and counter its impact, including further emergence of new strains of COVID-19 and the safety, efficacy and availability of vaccines and treatments, and, in part, on the size and effectiveness of the compensating measures taken by governments, including additional stimulus legislation, and how quickly and to what extent normal economic and operating conditions can resume. To the extent the COVID-19 pandemic continues to adversely affect the global economy, and/or the Group's business, operations or financial performance, it may also have the effect of increasing the likelihood and/or magnitude of other risks described herein, or may give rise to other risks not presently known to the Group or not currently expected to be significant to the Group's business, operations or financial performance. The Group is closely monitoring the potential adverse effects and impact on its operations, businesses and financial performance, including liquidity and capital usage, though the extent of the impact is difficult to fully and accurately predict at this time due to the continuing evolution of this uncertain situation.

The Group may incur significant losses on its trading and investment activities due to market fluctuations and volatility

Although the Group continues to strive to reduce its balance sheet and has made significant progress in implementing its strategy over the past few years, it also continues to maintain large trading and investment positions and hedges in the debt, currency and equity markets, and in private equity, hedge funds, real estate and other assets. These positions could be adversely affected by volatility in financial and other markets, that is, the degree to which prices fluctuate over a particular period in a particular market, regardless of market levels. To the extent that the Group owns assets, or has net long positions, in any of those markets, a downturn in those markets could result in losses from a decline in the value of its net long positions. Conversely, to the extent that the Group has sold assets that it does not own or has net short positions, in any of those markets, an upturn in those markets could expose it to potentially significant losses as it attempts to cover its net short positions by acquiring assets in a rising market. Market fluctuations, downturns and volatility can adversely affect the fair value of the Group's positions and its results of operations. Adverse market or economic conditions or trends have caused, and in the future may cause, a significant decline in the Group's net revenues and profitability.

The Group's businesses and organisation are subject to the risk of loss from adverse market conditions and unfavourable economic, monetary, political, legal, regulatory and other developments in the countries in which it operates

As a global financial services company, the Group's businesses could be materially adversely affected by unfavourable global and local economic and market conditions, as well as geopolitical events and other developments in Europe, the U.S., Asia and elsewhere around the world (even in countries in which the Group does not currently conduct business). Further, numerous countries have experienced severe economic disruptions particular to that country or region, including extreme currency fluctuations, high inflation, or low or negative growth, among other negative conditions, which could have an adverse effect on the Group's operations and investments. Volatility also increased at the beginning of 2020 and equity market indices declined amid concerns surrounding the spread of COVID-19, and the economic environment may experience further volatility depending on the longevity and severity of the COVID-19 pandemic.

Although the severity of the European sovereign debt crisis appears to have abated somewhat over recent years, political uncertainty, including in relation to the UK's withdrawal from the European Union ("EU"), remains elevated and could cause disruptions in market conditions in Europe and around the world and could further have an adverse impact on financial institutions (including the Group). The economic and

political impact of the UK leaving the EU, including on investments and market confidence in the UK and the remainder of the EU, may adversely affect the Group's future results of operations and financial condition.

Following the UK's withdrawal from the EU, the Group's legal entities that are organised or operate in the UK face limitations on providing services or otherwise conducting business in the EU, which requires the Group to implement significant changes to its legal entity structure. In addition, as part of an overarching global legal entity simplification programme, the Group has developed a comprehensive EU entity strategy and is also defining a strategy to optimise the legal entity structure across other regions, including expediting the closure of redundant entities and an optimisation of the legal entity structure of the Group's asset management businesses within International Wealth Management.

There are a number of uncertainties that may affect the feasibility, scope and timing of the intended results including the outcome of the ongoing negotiations between the EU and the UK for a framework for regulatory cooperation on financial services and the operation of their unilateral and autonomous processes for recognising each other's regulatory framework as equivalent. Finally, future significant legal and regulatory changes, including possible regulatory divergence between the EU and the UK, affecting the Group and its operations may require it to make further changes to its legal structure. The implementation of these changes has required, and may further require, the investment of significant time and resources and has increased, and may potentially further increase, operational, regulatory compliance, capital, funding and tax costs as well as the Group's counterparties' credit risk.

For further information, refer to "*Withdrawal of the UK from the EU and our legal entity structure*" in "*Strategy*", "*UK-EU relationship*" in "*Regulation and supervision—Recent regulatory developments and proposals—EU*", "*Key risk developments*" in "*III—Treasury, Risk, Balance sheet and Off-balance sheet—Risk management*" and "*Corporate Governance framework*" in "*IV—Corporate Governance*" in the Annual Report 2020.

The environment of political uncertainty in countries and regions in which the Group conducts business may also affect the Group's business. The increased popularity of nationalist and protectionist sentiments, including implementation of trade barriers and restrictions on market access, may result in significant shifts in national policy and a decelerated path to further European integration. Similar uncertainties exist regarding the impact of recent and proposed changes in U.S. policies on trade, immigration and foreign relations. Growing global trade tensions, including between key trading partners such as China, the U.S. and the EU, and the continuing COVID-19 pandemic may be disruptive to global economic growth and may also negatively affect the Group's business.

In the past, the low interest rate environment has adversely affected the Group's net interest income and the value of its trading and non-trading fixed income portfolios, and resulted in a loss of customer deposits as well as an increase in the liabilities relating to the Group's existing pension plans. Furthermore, interest rates are expected to remain low for a longer period of time. Future changes in interest rates, including increasing interest rates or changes in the current negative short-term interest rates in the Group's home market, could adversely affect its businesses and results. Interest rate cuts by national governments and central banks in response to the COVID-19 outbreak, including in the U.S., could also adversely impact the Group's net interest income, including in its International Wealth Management and Asia Pacific divisions due to their larger share of U.S. dollar-denominated deposits. In addition, movements in equity markets have affected the value of the Group's trading and non-trading equity portfolios, while the historical strength of the Swiss franc has adversely affected the Group's revenues and net income and exposed it to currency exchange rate risk. Further, diverging monetary policies among the major economies in which the Group operates, in particular among the Board of Governors of the U.S. Federal Reserve System (the "**Fed**"), the European Central Bank and the Swiss National Bank (the "**SNB**"), may adversely affect its results.

Such adverse market or economic conditions may negatively impact the Group's investment banking and wealth management businesses and adversely affect net revenues it receives from commissions and spreads. These conditions may result in lower investment banking client activity, adversely impacting the Group's financial advisory and underwriting fees. Such conditions may also adversely affect the types and volumes of securities trades that the Group executes for customers. Cautious investor behaviour in response to adverse conditions could result in generally decreased client demand for the Group's products, which could negatively impact its results of operations and opportunities for growth. Unfavourable market and economic conditions have affected the Group's businesses in the past, including the low interest rate environment, continued cautious investor behaviour and changes in market structure. These negative factors could be reflected, for example, in lower commissions and fees from the Group's client-flow sales and trading and asset management activities, including commissions and fees that are based on the value of its clients' portfolios.

The Group's response to adverse market or economic conditions may differ from that of its competitors and an investment performance that is below that of competitors or asset management benchmarks could also result in a decline in assets under management and related fees, making it harder to attract new clients. There could be a shift in client demand away from more complex products, which may result in significant client deleveraging, and the Group's results of operations related to private banking and asset management activities could be adversely affected. Adverse market or economic conditions, including as a result of the COVID-19 pandemic, could exacerbate such effects.

In addition, several of the Group's businesses engage in transactions with, or trade in obligations of, governmental entities, including supranational, national, state, provincial, municipal and local authorities. These activities can expose the Group to enhanced sovereign, credit-related, operational and reputational risks, which may also increase as a result of adverse market or economic conditions. Risks related to these transactions include the risks that a governmental entity may default on or restructure its obligations or may claim that actions taken by government officials were beyond the legal authority of those officials, which could adversely affect the Group's financial condition and results of operations.

Adverse market or economic conditions could also affect the Group's private equity investments. If a private equity investment substantially declines in value, the Group may not receive any increased share of the income and gains from such investment (to which the Group is entitled in certain cases when the return on such investment exceeds certain threshold returns), may be obligated to return to investors previously received excess carried interest payments and may lose its pro rata share of the capital invested. In addition, it could become more difficult to dispose of the investment, as even investments that are performing well may prove difficult to exit.

In addition to the macroeconomic factors discussed above, other political, social and environmental developments beyond the Group's control, including terrorist attacks, cyber attacks, military conflicts, economic or political sanctions, disease pandemics, political or civil unrest and widespread demonstrations, natural disasters, or infrastructure issues, such as transportation or power failures, could have a material adverse effect on economic and market conditions, market volatility and financial activity, with a potential related effect on the Group's businesses and results. In addition, as geopolitical tensions rise, compliance with legal or regulatory obligations in one jurisdiction may be seen as supporting the law or policy objectives of that jurisdiction over another jurisdiction, creating additional risks for the Group's business.

For further information, refer to "*Non-financial risk*" in "*III—Treasury, Risk, Balance sheet and Off-balance sheet—Risk management—Risk coverage and management*" in the Annual Report 2020.

Uncertainties regarding the expected discontinuation of benchmark rates may adversely affect the Group's business, financial condition and results of operations and are requiring adjustments to the Group's agreements with clients and other market participants, as well as to the Group's systems and processes

In July 2017, the UK Financial Conduct Authority (the "FCA"), which regulates London interbank offered rate ("LIBOR"), announced that it will no longer compel banks to submit rates for the calculation of the LIBOR benchmark after year-end 2021. Other interbank offered rates ("IBORs") may also be permanently discontinued or cease to be representative. In March 2021, the FCA announced that, consistent with its prior announcement, all CHF, EUR, GBP and JPY LIBOR settings and the one-week and two-month USD LIBOR settings will permanently cease to be provided by any administrator or will no longer be representative immediately after 31 December 2021. The remaining USD LIBOR settings will permanently cease to be provided by any administrator or will no longer be representative immediately after 30 June 2023, providing additional time to address the legacy contracts that reference such USD LIBOR settings. However, there is no certainty that the extended period of time to transition to alternative reference rates is sufficient given how widely USD LIBOR is referenced. Further, a number of initiatives have been developed to support the transition, such as the publication by the International Swaps and Derivatives Association, Inc., ("ISDA") of Supplement number 70 to the 2006 ISDA Definitions (the "IBOR Supplement") and the accompanying IBOR Protocol. Although these measures may help facilitate the derivatives markets' transition away from IBORs, the Group's clients and other market participants may not adhere to the IBOR Protocol or may not be otherwise willing to apply the provisions of the IBOR Supplement to relevant documentation. Furthermore, no similar multilateral mechanism exists to amend legacy loans or bonds, many of which must instead be amended individually, which may require the consent of multiple lenders or bondholders. As a consequence, there can be no assurance that market participants, including the Group, will be able to successfully modify all outstanding IBOR referencing contracts or otherwise be sufficiently prepared for the uncertainties resulting from cessation, potentially leading to disputes. Although legislation to address so-called "tough legacy" contracts has been proposed in multiple jurisdictions, it is uncertain whether, when and how such legislation will be enacted. In addition, the terms and scope of the proposed legislative solutions are inconsistent and potentially overlapping.

The Group has identified a significant number of its liabilities and assets, including credit instruments such as credit agreements, loans and bonds, linked to IBORs across its businesses that require transition to alternative reference rates. The discontinuation of IBORs or future changes in the administration of benchmarks could result in adverse consequences to the return on, value of and market for securities, credit instruments and other instruments whose returns or contractual mechanics are linked to any such benchmark, including those issued and traded by the Group. For example, alternative reference rate-linked products may not provide a term structure and may calculate interest payments differently than benchmark-linked products, which could lead to greater uncertainty with respect to corresponding payment obligations. The transition to alternative reference rates also raises concerns of liquidity risk, which may arise due to slow acceptance, take-up and development of liquidity in products that use alternative reference rates, leading to market dislocation or fragmentation. It is also possible that such products will perform differently to IBOR products during times of economic stress, adverse or volatile market conditions and across the credit and economic cycle, which may impact the value, return on and profitability of the Group's alternative reference rates-based assets. The transition to alternative reference rates will also require a change in contractual terms of existing products currently linked to IBORs.

Further, the replacement of IBORs with an alternative reference rate in existing securities and other contracts, or in internal discounting models, could negatively impact the value of and return on such existing securities, credit instruments and other contracts and result in mispricing and additional legal, financial, tax, operational, market, compliance, reputational, competitive or other risks to the Group, its clients and other market participants. For example, the Group may face a risk of litigation, disputes or

other actions from clients, counterparties, customers, investors or others regarding the interpretation or enforcement of related contractual provisions or if it fails to appropriately communicate the effect that the transition to alternative reference rates will have on existing and future products. Further, litigation, disputes or other action may occur as a result of the interpretation or application of legislation, in particular, if there is an overlap between legislation introduced in different jurisdictions. In addition, the transition to alternative reference rates requires changes to the Group's documentation, methodologies, processes, controls, systems and operations, which has resulted and may continue to result in increased effort and cost. There may also be related risks that arise in connection with the transition. For example, the Group's hedging strategy may be negatively impacted or market risk may increase in the event of different alternative reference rates applying to its assets compared to its liabilities. In particular, the Group's swaps and similar instruments that reference an IBOR and that are used to manage long-term interest rate risk related to its credit instruments could adopt different alternative reference rates than the related credit instruments, resulting in potential basis risk and potentially making hedging its credit instruments more costly or less effective.

For further information, refer to “*Replacement of interbank offered rates*” in “*II—Operating and financial review—Credit Suisse—Other information*” in the Annual Report 2020.

The Group may incur significant losses in the real estate sector

The Group finances and acquires principal positions in a number of real estate and real estate-related products, primarily for clients, and originates loans secured by commercial and residential properties. As of 31 December 2020, the Group's real estate loans as reported to the SNB totalled approximately CHF 149 billion. The Group also securitises and trades in commercial and residential real estate and real estate-related whole loans, mortgages, and other real estate and commercial assets and products, including commercial mortgage-backed securities and residential mortgage-backed securities. The Group's real estate-related businesses and risk exposures could be adversely affected by any downturn in real estate markets, other sectors and the economy as a whole. In particular, the Group has exposure to commercial real estate, which has been impacted by the COVID-19 pandemic and resulting tight government controls and containment measures. Should these conditions persist or deteriorate, they could create additional risk for the Group's commercial real estate-related businesses. In addition, the risk of potential price corrections in the real estate market in certain areas of Switzerland could have a material adverse effect on the Group's real estate-related businesses.

Holding large and concentrated positions may expose the Group to large losses

Concentrations of risk could increase losses, given that the Group has provided or may in the future provide sizeable loans to, conduct sizeable transactions with, and own securities holdings in, certain customers, clients, counterparties, industries, countries or any pool of exposures with a common risk characteristic. Decreasing economic growth in any sector in which the Group makes significant commitments, for example, through underwriting, lending or advisory services, could also negatively affect the Group's net revenues. In addition, a significant deterioration in the credit quality of one of the Group's borrowers or counterparties could lead to concerns about the creditworthiness of other borrowers or counterparties in similar, related or dependent industries. This type of interrelationship could exacerbate its credit, liquidity and market risk exposure and potentially cause it to incur losses.

The Group has significant risk concentration in the financial services industry as a result of the large volume of transactions it routinely conducts with broker-dealers, banks, funds and other financial institutions, and in the ordinary conduct of the Group's business it may be subject to risk concentration with a particular counterparty. In addition, the Group, and other financial institutions, may pose systemic risk in a financial or credit crisis, and may be vulnerable to market sentiment and confidence, particularly during periods of severe economic stress. The Group, like other financial institutions, continues to adapt its practices and operations in consultation with its regulators to better address an evolving understanding of

its exposure to, and management of, systemic risk and risk concentration to financial institutions. Regulators continue to focus on these risks, and there are numerous new regulations and government proposals, and significant ongoing regulatory uncertainty, about how best to address them. There can be no assurance that the changes in the Group's industry, operations, practices and regulation will be effective in managing these risks. For further information, refer to "*I—Information on the company—Regulation and supervision*" in the Annual Report 2020.

Risk concentration may cause the Group to suffer losses even when economic and market conditions are generally favourable for others in its industry.

The Group's hedging strategies may not prevent losses

If any of the variety of instruments and strategies the Group uses to hedge its exposure to various types of risk in its businesses is not effective, it may incur losses. The Group may be unable to purchase hedges or be only partially hedged, or its hedging strategies may not be fully effective in mitigating its risk exposure in all market environments or against all types of risk.

Market risk may increase the other risks that the Group faces

In addition to the potentially adverse effects on the Group's businesses described above, market risk could exacerbate the other risks that the Group faces. For example, if the Group were to incur substantial trading losses, its need for liquidity could rise sharply while its access to liquidity could be impaired. In conjunction with another market downturn, the Group's customers and counterparties could also incur substantial losses of their own, thereby weakening their financial condition and increasing the Group's credit and counterparty risk exposure to them.

The Group may suffer significant losses from its credit exposures

The Group's businesses are subject to the fundamental risk that borrowers and other counterparties will be unable to perform their obligations. The Group's credit exposures exist across a wide range of transactions that it engages in with a large number of clients and counterparties, including lending relationships, commitments and letters of credit, as well as derivative, currency exchange and other transactions. The Group's exposure to credit risk can be exacerbated by adverse economic or market trends, as well as increased volatility in relevant markets or instruments. For example, adverse economic effects arising from the COVID-19 outbreak, such as disruptions to economic activity and global supply chains, will likely continue to negatively impact the creditworthiness of certain counterparties and result in increased credit losses for the Group's businesses. In addition, disruptions in the liquidity or transparency of the financial markets may result in the Group's inability to sell, syndicate or realise the value of its positions, thereby leading to increased concentrations. Any inability to reduce these positions may not only increase the market and credit risks associated with such positions, but also increase the level of risk-weighted assets ("**RWA**") on the Group's balance sheet, thereby increasing its capital requirements, all of which could adversely affect its businesses. For information on management of credit risk, refer to "*Credit risk*" in "*III—Treasury, Risk, Balance sheet and Off-balance sheet—Risk management—Risk coverage and management*" in the Annual Report 2020.

The Group's regular review of the creditworthiness of clients and counterparties for credit losses does not depend on the accounting treatment of the asset or commitment. Changes in creditworthiness of loans and loan commitments that are fair valued are reflected in trading revenues.

Determination by the Group's management of the provision for credit losses is subject to significant judgement. The Group's banking businesses may need to increase their provisions for credit losses or may record losses in excess of the previously determined provisions if its original estimates of loss prove inadequate, which could have a material adverse effect on its results of operations. The Group adopted the "Measurement of Credit Losses on Financial Instruments" ("**ASU 2016-13**") accounting standard and its subsequent amendments on 1 January 2020 and incorporates forward-looking information and

macroeconomic factors into its credit loss estimates applying the modified retrospective approach. The new accounting standard generally requires management to estimate lifetime CECL on the Group's credit exposure held at amortised cost; under the previous standard, such estimates were made under the incurred loss model. Such adoption of ASU 2016-13 and its subsequent amendments could result in greater volatility in earnings and capital levels due to economic developments or occurrence of an extreme and statistically rare event that cannot be adequately reflected in the CECL model. For example, the effects surrounding the outbreak of COVID-19 could continue to have an adverse effect on the Group's credit loss estimates and goodwill assessments in the future, which could have a significant impact on its results of operations and regulatory capital. In addition, model overlays may become necessary in these circumstances as the CECL model outputs are overly sensitive to the effect of economic inputs that lie significantly outside of their historical range. The Group may suffer unexpected losses if the models and assumptions that are used to estimate its allowance for credit losses are not sufficient to address its credit losses. For information on provisions for credit losses and related risk mitigation, refer to "Accounting developments" in "II—Operating and financial review—Credit Suisse—Other information", "Credit risk" in "III—Treasury, Risk, Balance sheet and Off-balance sheet—Risk management—Risk coverage and management" and "Note 1—Summary of significant accounting policies", "Note 9—Provision for credit losses", "Note 19—Loans" and "Note 20—Financial instruments measured at amortized cost and credit losses", each in "VI—Consolidated financial statements—Credit Suisse Group" in the Annual Report 2020.

Under certain circumstances, the Group may assume long-term credit risk, extend credit against illiquid collateral and price derivative instruments aggressively based on the credit risks that the Group takes. As a result of these risks, the Group's capital and liquidity requirements may continue to increase.

Defaults by one or more large financial institutions could adversely affect financial markets generally and the Group specifically

Concerns, rumours about or an actual default by one institution could lead to significant liquidity problems, losses or defaults by other institutions because the commercial soundness of many financial institutions may be closely related as a result of credit, trading, clearing or other relationships between institutions. This risk is typically referred to as systemic risk. Concerns about defaults by and failures of many financial institutions could lead to losses or defaults by financial institutions and financial intermediaries with which the Group interacts on a daily basis, such as clearing agencies, clearing houses, banks, securities firms and exchanges. The Group's credit risk exposure will also increase if the collateral it holds cannot be realised or can only be liquidated at prices insufficient to cover the full amount of the exposure.

The information that the Group uses to manage its credit risk may be inaccurate or incomplete

Although the Group regularly reviews its credit exposure to specific clients and counterparties and to specific industries, countries and regions that it believes may present credit concerns, default risk may arise from events or circumstances that are difficult to foresee or detect, such as fraud. The Group may also lack correct and complete information with respect to the credit or trading risks of a counterparty or risk associated with specific industries, countries and regions or misinterpret such information that is received or otherwise incorrectly assess a given risk situation. Additionally, there can be no assurance that measures instituted to manage such risk will be effective in all instances.

Significant negative consequences of the supply chain finance funds and U.S.-based hedge fund matters

As previously reported, the Group has incurred a material provision for credit losses in respect of the U.S.-based hedge fund matter, and, as discussed in the 1Q21 Earnings Release, is expected to incur an additional loss in relation to this matter in the second quarter of 2021. The Group has also previously reported that it is reasonably possible that it will incur a loss in respect of the supply chain finance fund matter, though it is not yet possible to estimate the size of such a reasonably possible loss. However, the ultimate cost of resolving the supply chain finance fund matter may be material to the Group's operating results. In

addition, the Group may suffer reputational harm as a result of these matters that might cause loss of assets under management, as well as adversely affect the Group's ability to attract and retain customers, clients, investors and employees and conduct business transactions with its counterparties.

A number of regulatory and other investigations and actions have been initiated or are being considered in respect of each of these matters, including enforcement actions by the Swiss Financial Market Supervisory Authority FINMA ("FINMA"). FINMA has also imposed certain measures, including those previously reported, as well as certain risk-reducing measures and capital surcharges discussed in the 1Q21 Earnings Release. Third parties appointed by FINMA will conduct investigations into these matters. The Luxembourg Commission de Surveillance du Secteur Financier (CSSF) has also announced its intention to review the supply chain finance fund matter through a statutory auditor. Furthermore, certain investors have already threatened litigation in respect of these matters. An investor has also brought a lawsuit claiming violations of the U.S. federal securities laws based on these matters. As both of these matters develop, the Group may become subject to additional litigation, disputes or other actions.

The Board of Directors of CSG (the "**Board**") has launched investigations into both of these matters, which will not only focus on the direct issues arising from each of them, but also reflect on the broader consequences and lessons learned. As previously announced, the Group has undertaken senior management changes within the Investment Bank division and within the Risk and Compliance organisation in response to these matters. In addition, effective 1 April 2021, the Group has established Asset Management as a separate division.

The combined effect of these two matters, including the material loss incurred in respect of the U.S.-based hedge fund matter, may have other material adverse consequences for the Group, including negative effects on its business and operating results from actions that the Group may be required or decide to take in response to these matters. Such actions include the Group's decision to reduce its dividend proposal, suspend its share buyback program, resize its prime brokerage and prime financing businesses, reduce leverage exposure in the Investment Bank by at least USD 35 billion and realign RWA in the Investment Bank to not exceed end-2020 levels. In addition, the Group has been required by FINMA to take certain capital and related actions, including a temporary add-on to RWA in relation to its exposure in the U.S.-based hedge fund matter and a Pillar 2 capital add-on relating to the supply chain finance fund matter. There could also be additional capital and related actions, including an add-on to RWA relating to operational risk and a Pillar 2 capital add-on relating to counterparty credit risk. There can be no assurance that measures instituted to manage related risks will be effective in all instances.

Several of the processes discussed above are still ongoing, including the external and Board-led investigations, the process of seeking to recover amounts in respect of the supply chain finance fund matter, the Group's review of its businesses and potential personnel and organisational changes in response to these matters. There can be no assurance that any additional losses, damages, costs and expenses, as well as any further regulatory and other investigations and actions or any downgrade of the Group's credit ratings, will not be material to the Group, including from any impact on the Group's business, financial condition, results of operations, prospects, liquidity or capital position.

Strategy risk

The Group may not achieve all of the expected benefits of its strategic initiatives

On 30 July 2020, the Group announced certain changes to its structure and organisation and a new restructuring programme, which is expected to be completed within a year from the announcement. This programme is intended to continue its efforts to achieve its strategic objectives, which are based on a number of key assumptions regarding the future economic environment, the economic growth of certain geographic regions, the regulatory landscape, the Group's ability to meet certain financial goals, anticipated interest rates and central bank action, among other things. If any of these assumptions

(including, but not limited to, its ability to meet certain financial goals) prove inaccurate in whole or in part, the Group's ability to achieve some or all of the expected benefits of its strategy could be limited, including its ability to retain key employees, distribute capital to CSG's shareholders through dividends and share buyback programmes, or achieve its other goals, such as those in relation to return on tangible equity. In addition, the Group depends on dividends, distributions and other payments from its subsidiaries to fund external dividend payments and share buybacks. Factors beyond the Group's control, including, but not limited to, market and economic conditions, changes in laws, rules or regulations, execution risk related to the implementation of the Group's strategy and other challenges and risk factors discussed in this Prospectus, could limit its ability to achieve some or all of the expected benefits of this strategy. Capital payments from subsidiaries might be restricted as a result of regulatory, tax or other constraints. If the Group is unable to implement its strategy successfully in whole or in part or should the components of the strategy that are implemented fail to produce the expected benefits, the Group's financial results and CSG's share price may be materially and adversely affected. For further information on the Group's strategic direction, refer to "*Strategy*" in "*I—Information on the company*" in the Annual Report 2020.

Additionally, part of the Group's strategy has involved a change in focus within certain areas of its business, which may have unanticipated negative effects in other areas of the business and may result in an adverse effect on its business as a whole.

The implementation of the Group's strategy may increase its exposure to certain risks, including, but not limited to, credit risks, market risks, operational risks and regulatory risks. The Group also seeks to achieve certain financial goals, for example in relation to return on tangible equity, which may or may not be successful. There is no guarantee that the Group will be able to achieve these goals in the form described or at all. Finally, changes to the organisational structure of the Group's business, as well as changes in personnel and management, may lead to temporary instability of its operations.

In addition, acquisitions and other similar transactions the Group undertakes subjects the Group to certain risks. Even though the Group reviews the records of companies it plans to acquire, it is generally not feasible for the Group to review all such records in detail. Even an in-depth review of records may not reveal existing or potential problems or permit the Group to become familiar enough with a business to fully assess its capabilities and deficiencies. As a result, the Group may assume unanticipated liabilities (including legal and compliance issues), or an acquired business may not perform as well as expected. The Group also faces the risk that it will not be able to integrate acquisitions into its existing operations effectively as a result of, among other things, differing procedures, business practices and technology systems, as well as difficulties in adapting an acquired company into its organisational structure. The Group faces the risk that the returns on acquisitions will not support the expenditures or indebtedness incurred to acquire such businesses or the capital expenditures needed to develop such businesses. The Group also faces the risk that unsuccessful acquisitions will ultimately result in it being required to write down or write off any goodwill associated with such transactions. The Group continues to have a significant amount of goodwill relating to its acquisition of Donaldson, Lufkin & Jenrette Inc. and other transactions recorded on its balance sheet that could result in additional goodwill impairment charges.

The Group may also seek to engage in new joint ventures (within the Group and with external parties) and strategic alliances. Although the Group endeavours to identify appropriate partners, its joint venture efforts may prove unsuccessful or may not justify its investment and other commitments.

Country and currency exchange risk

Country risks may increase market and credit risks that the Group faces

Country, regional and political risks are components of market and credit risk. Financial markets and economic conditions generally have been and may in the future be materially affected by such risks. Economic or political pressures in a country or region, including those arising from local market

disruptions, currency crises, monetary controls or other factors, may adversely affect the ability of clients or counterparties located in that country or region to obtain foreign currency or credit and, therefore, to perform their obligations to the Group, which in turn may have an adverse impact on the Group's results of operations.

The Group may face significant losses in emerging markets

An element of the Group's strategy is to increase its private banking businesses in emerging market countries. The Group's implementation of this strategy will increase its existing exposure to economic instability in those countries. The Group monitors these risks, seeks diversity in the sectors in which it invests and emphasises client-driven business. The Group's efforts at limiting emerging market risk, however, may not always succeed. In addition, various emerging market countries have experienced and may continue to experience severe economic, financial and political disruptions or slower economic growth than in previous years, including significant devaluations of their currencies, defaults or threatened defaults on sovereign debt and capital and currency exchange controls. In addition, sanctions have been imposed on certain individuals and companies in these markets that prohibit or restrict dealings with them and certain related entities and further sanctions are possible. The possible effects of any such disruptions may include an adverse impact on the Group's businesses and increased volatility in financial markets generally.

Currency fluctuations may adversely affect the Group's results of operations

The Group is exposed to risk from fluctuations in exchange rates for currencies, particularly the U.S. dollar. In particular, a substantial portion of the Group's assets and liabilities are denominated in currencies other than the Swiss franc, which is the primary currency of its financial reporting. The Group's capital is also stated in Swiss francs, and the Group does not fully hedge its capital position against changes in currency exchange rates. The Swiss franc was strong against the U.S. dollar and the euro in 2020.

As the Group incurs a significant part of its expenses in Swiss francs while it generates a large proportion of its revenues in other currencies, its earnings are sensitive to changes in the exchange rates between the Swiss franc and other major currencies. Although the Group has implemented a number of measures designed to offset the impact of exchange rate fluctuations on its results of operations, the appreciation of the Swiss franc in particular and exchange rate volatility in general have had an adverse impact on the Group's results of operations and capital position in recent years and may continue to have an adverse effect in the future.

Operational, risk management and estimation risks

The Group is exposed to a wide variety of operational risks, including cybersecurity and other information technology risks

Operational risk is the risk of financial loss arising from inadequate or failed internal processes, people or systems or from external events. In general, although the Group has business continuity plans, its businesses face a wide variety of operational risks, including technology risk that stems from dependencies on information technology, third-party suppliers and the telecommunications infrastructure as well as from the interconnectivity of multiple financial institutions with central agents, exchanges and clearing houses. As a global financial services company, the Group relies heavily on its financial, accounting and other data processing systems, which are varied and complex, and it may face additional technology risks due to the global nature of its operations. The Group's business depends on its ability to process a large volume of diverse and complex transactions within a short space of time, including derivatives transactions, which have increased in volume and complexity. The Group may rely on automation, robotic processing, machine learning and artificial intelligence for certain operations, and this reliance may increase in the future with corresponding advancements in technology, which could expose the Group to additional cybersecurity risks. The Group is exposed to operational risk arising from errors made in the execution, confirmation or

settlement of transactions or from transactions not being properly recorded or accounted for. Cybersecurity and other information technology risks for financial institutions have significantly increased in recent years and the Group may face an increased risk of cyber attacks or heightened risks associated with a lesser degree of data and intellectual property protection in certain foreign jurisdictions in which the Group operates. Regulatory requirements in these areas have increased and are expected to increase further.

Information security, data confidentiality and integrity are of critical importance to the Group's businesses, and there has been recent regulatory scrutiny on the ability of companies to safeguard personal information of individuals in accordance with data protection regulation, including the European General Data Protection Regulation and the Swiss Federal Act on Data Protection. Governmental authorities, employees, individual customers or business partners may initiate proceedings against the Group as a result of security breaches affecting the confidentiality or integrity of personal data, as well as the failure, or perceived failure, to comply with data protection regulations. The adequate monitoring of operational risks and adherence to data protection regulations have also come under increased regulatory scrutiny. Any failure of the Group to adequately ensure the security of data and to address the increased technology-related operational risks could also lead to regulatory sanctions or investigations and a loss of trust in its systems, which may adversely affect its reputation, business and operations. For further information, refer to "*Recent regulatory developments and proposals—Switzerland—Data Protection Act*" and "*Regulatory Framework—EU—Data protection regulation*", each in "*Regulation and supervision*" in the Annual Report 2020.

Threats to the Group's cybersecurity and data protection systems require the Group to dedicate significant financial and human resources to protect the confidentiality, integrity and availability of its systems and information. Despite the wide range of security measures, it is not always possible to anticipate the evolving threat landscape and mitigate all risks to its systems and information. These threats may derive from human error, fraud or malice, or may result from accidental technological failure. There may also be attempts to fraudulently induce employees, clients, third parties or other users of the Group's systems to disclose sensitive information in order to gain access to its data or that of its clients. The Group could also be affected by risks to the systems and information of clients, vendors, service providers, counterparties and other third parties. Security breaches may involve substantial remediation costs, affect its ability to carry out its businesses or impair the trust of the Group's clients or potential clients, any of which could have a material adverse effect on its business and financial results. In addition, the Group may introduce new products or services or change processes, resulting in new operational risks that it may not fully appreciate or identify.

The ongoing global COVID-19 pandemic has led to a wide-scale and prolonged shift to remote working for the Group's employees, which increases the vulnerability of its information technology systems and the likelihood of damage as a result of a cybersecurity incident. For example, the use of remote devices to access the firm's networks could impact the Group's ability to quickly detect and mitigate security threats and human errors as they arise. Remote working may also require the Group's employees to use third party technology, which may not provide the same level of information security as the Group's own information systems. Additionally, it is more challenging to ensure the comprehensive roll-out of system security updates and the Group also has less visibility over the physical security of its devices and systems. Its customers have also increasingly relied on remote (digital) banking services during the COVID-19 pandemic. This has resulted in a greater demand for its information technology infrastructure and increases the potential significance of any outage or cybersecurity incident that may occur. Due to the evolving nature of cybersecurity risks and the Group's reduced visibility and control in light of remote working in the context of the global COVID-19 pandemic, its efforts to provide appropriate policies and security measures may prove insufficient to mitigate all cybersecurity and data protection threats. The rise in remote access, by both the Group's employees and customers, has increased the burden on the Group's information technology systems and may cause its systems (and its ability to deliver its services) to

become slow or fail entirely. Any slowdown in its service delivery or any system outage due to overutilisation will have a negative impact on its business and reputation.

The Group and other financial institutions have been subject to cyber attacks, information or security breaches and other forms of attacks. The Group expects to continue to be the target of such attacks in the future. In the event of a cyber attack, information or security breach or technology failure, the Group may experience operational issues, the infiltration of payment systems or the unauthorised release, gathering, monitoring, misuse, loss or destruction of confidential, proprietary and other information relating to the Group, its clients, vendors, service providers, counterparties or other third parties. Given the Group's global footprint and the high volume of transactions the Group processes, the large number of clients, partners and counterparties with which the Group does business, its growing use of digital, mobile and internet-based services, and the increasing frequency, sophistication and evolving nature of cyber attacks, a cyber attack, information or security breach or technology failure may occur without detection for an extended period of time. In addition, the Group expects that any investigation of a cyber attack, information or security breach or technology failure will be inherently unpredictable and it may take time before any investigation is complete. During such time, the Group may not know the extent of the harm or how best to remediate it and certain errors or actions may be repeated or compounded before they are discovered and rectified, all or any of which would further increase the costs and consequences of a cyber attack, information or security breach or technology failure.

If any of the Group's systems do not operate properly or are compromised as a result of cyber attacks, information or security breaches, technology failures, unauthorised access, loss or destruction of data, unavailability of service, computer viruses or other events that could have an adverse security impact, the Group could be subject to litigation or suffer financial loss not covered by insurance, a disruption of its businesses, liability to its clients, damage to relationships with its vendors, regulatory intervention or reputational damage. Any such event could also require the Group to expend significant additional resources to modify its protective measures or to investigate and remediate vulnerabilities or other exposures. The Group may also be required to expend resources to comply with new and increasingly expansive regulatory requirements related to cybersecurity.

The Group may suffer losses due to employee misconduct

The Group's businesses are exposed to risk from potential non-compliance with policies or regulations, employee misconduct or negligence and fraud, which could result in civil, regulatory or criminal investigations and charges, regulatory sanctions and serious reputational or financial harm. In recent years, a number of multinational financial institutions have suffered material losses due to, for example, the actions of traders executing unauthorised trades or other employee misconduct. It is not always possible to deter or fully prevent employee misconduct and the precautions the Group takes to prevent and detect this activity may not always be effective.

The Group's risk management procedures and policies may not always be effective

The Group has risk management procedures and policies designed to manage its risk. These techniques and policies, however, may not always be effective, particularly in highly volatile markets. The Group continues to adapt its risk management techniques, in particular value-at-risk and economic capital, which rely on historical data, to reflect changes in the financial and credit markets. No risk management procedures can anticipate every market development or event, and the Group's risk management procedures and hedging strategies, and the judgements behind them, may not fully mitigate its risk exposure in all markets or against all types of risk. For information on the Group's risk management, refer to "Risk management" in "III—Treasury, Risk, Balance sheet and Off-balance sheet" in the Annual Report 2020.

The Group's actual results may differ from its estimates and valuations

The Group makes estimates and valuations that affect its reported results, including determining the fair value of certain assets and liabilities, establishing provisions for contingencies and losses for loans, litigation and regulatory proceedings, accounting for goodwill and intangible asset impairments, evaluating the Group's ability to realise deferred tax assets, valuing equity-based compensation awards, modelling its risk exposure and calculating expenses and liabilities associated with its pension plans. These estimates are based on judgement and available information, and the Group's actual results may differ materially from these estimates. For more information on these estimates and valuations, refer to "Critical accounting estimates" in "II—Operating and financial review" and "Note 1—Summary of significant accounting policies" in "VI—Consolidated financial statements—Credit Suisse Group" in the Annual Report 2020.

The Group's estimates and valuations rely on models and processes to predict economic conditions and market or other events that might affect the ability of counterparties to perform their obligations to the Group or impact the value of assets. To the extent the Group's models and processes become less predictive due to unforeseen market conditions, illiquidity or volatility, its ability to make accurate estimates and valuations could be adversely affected.

The Group's accounting treatment of off-balance sheet entities may change

The Group enters into transactions with special purpose entities ("SPEs") in its normal course of business, and certain SPEs with which the Group transacts and conducts business are not consolidated and their assets and liabilities are off-balance sheet. The Group may have to exercise significant management judgement in applying relevant accounting consolidation standards, either initially or after the occurrence of certain events that may require the Group to reassess whether consolidation is required. Accounting standards relating to consolidation, and their interpretation, have changed and may continue to change. If the Group is required to consolidate an SPE, its assets and liabilities would be recorded on the Group's consolidated balance sheets and the Group would recognise related gains and losses in its consolidated statements of operations, and this could have an adverse impact on its results of operations and capital and leverage ratios. For more information on the Group's transactions with and commitments to SPEs, refer to "Off-balance sheet" in "III—Treasury, Risk, Balance sheet and Off-balance sheet—Balance sheet and off-balance sheet" in the Annual Report 2020.

The Group is exposed to climate change risks, which could adversely affect its reputation, business operations, clients and customers, as well as the creditworthiness of its counterparties

The Group operates in many regions, countries and communities around the world where its businesses, and the activities of its clients, could be impacted by climate change. Climate change could expose the Group to financial risk either through its physical (e.g., climate or weather-related events) or transitional (e.g., changes in climate policy or in the regulation of financial institutions with respect to climate change risks) effects. Transition risks could be further accelerated by the occurrence of changes in the physical climate.

Physical and transition climate risks could have a financial impact on the Group either directly, through its physical assets, costs and operations, or indirectly, through its financial relationships with its clients. These risks are varied and include, but are not limited to, the risk of declines in asset values, including in connection with the Group's real estate investments, credit risk associated with loans and other credit exposures to its clients, business risk, including loss of revenues associated with reducing exposure to traditional business with clients that do not have a credible transition plan, decrease in assets under management if such clients decide to move assets away and increased defaults and reallocation of capital as a result of changes in global policies, and regulatory risk, including ongoing legislative and regulatory uncertainties and changes regarding climate risk management and best practices. Additionally, the risk of reduced availability of insurance, operational risk related to Group-owned buildings and infrastructure, the risk of significant interruptions to business operations, as well as the need to make changes in response to

those consequences are further examples of climate-related risks. The Group's reputation and client relationships may be damaged by its, or its clients', involvement in certain business activities associated with climate change or as a result of negative public sentiment, regulatory scrutiny or reduced investor and stakeholder confidence due to its response to climate change and its climate change strategy. If the Group fails to appropriately measure and manage the various risks it faces as a result of climate change, or fails to adapt its strategy and business model to the changing regulatory requirements and market expectations, its business, results of operations and financial condition could be materially adversely affected.

For information on the Group's risk management procedures relating to climate change, refer to "*Climate-related risks*" in "*III—Treasury, Risk, Balance sheet and Off-balance sheet—Risk management*" in the Annual Report 2020.

Legal, regulatory and reputational risks

The Group's exposure to legal liability is significant

The Group faces significant legal risks in its businesses, and the volume and amount of damages claimed in litigation, regulatory proceedings and other adversarial proceedings against financial services firms continue to increase in many of the principal markets in which the Group operates.

CSG and its subsidiaries are subject to a number of material legal proceedings, regulatory actions and investigations, and an adverse result in one or more of these proceedings could have a material adverse effect on the Group's operating results for any particular period, depending, in part, on its results for such period. For information relating to these and other legal and regulatory proceedings involving the Group's investment banking and other businesses, refer to "*Note 40—Litigation*" in "*VI—Consolidated financial statements—Credit Suisse Group*" in the Annual Report 2020.

It is inherently difficult to predict the outcome of many of the legal, regulatory and other adversarial proceedings involving the Group's businesses, particularly those cases in which the matters are brought on behalf of various classes of claimants, seek damages of unspecified or indeterminate amounts or involve novel legal claims. The Group's management is required to establish, increase or release reserves for losses that are probable and reasonably estimable in connection with these matters, all of which requires the application of significant judgement and discretion. For further information, refer to "*Critical accounting estimates*" in "*II—Operating and financial review*" and "*Note 1—Summary of significant accounting policies*", each in "*VI—Consolidated financial statements—Credit Suisse Group*" in the Annual Report 2020.

Regulatory changes may adversely affect the Group's business and ability to execute its strategic plans

In many areas of the Group's business, it is subject to extensive regulation by governmental agencies, supervisory authorities and self-regulatory organisations in Switzerland, the EU, the UK, the U.S. and other jurisdictions in which the Group operates. The Group expects to face increasingly extensive and complex regulation and regulatory scrutiny and possible enforcement actions. In recent years, costs related to the Group's compliance with these requirements and the penalties and fines sought and imposed on the financial services industry by regulatory authorities have increased significantly. The Group expects such increased regulation and enforcement to continue to increase its costs, including, but not limited to, costs related to compliance, systems and operations, and to negatively affect its ability to conduct certain types of business. These increased costs and negative impacts on the Group's business could adversely affect its profitability and competitive position. These regulations often serve to limit the Group's activities, including through the application of increased or enhanced capital, leverage and liquidity requirements, the implementation of additional capital surcharges for risks related to operational, litigation, regulatory and similar matters, customer protection and market conduct regulations and direct or indirect restrictions on the businesses in which the Group may operate or invest. Such limitations can have a negative effect on the Group's business and its ability to implement strategic initiatives. To the extent the Group is required to

divest certain businesses, it could incur losses, as it may be forced to sell such businesses at a discount, which in certain instances could be substantial, as a result of both the constrained timing of such sales and the possibility that other financial institutions are liquidating similar investments at the same time.

Since 2008, regulators and governments have focused on the reform of the financial services industry, including enhanced capital, leverage and liquidity requirements, changes in compensation practices (including tax levies) and measures to address systemic risk, including ring-fencing certain activities and operations within specific legal entities. These regulations and requirements could require the Group to reduce assets held in certain subsidiaries or inject capital or other funds into or otherwise change its operations or the structure of its subsidiaries and the Group. Differences in the details and implementation of such regulations may further negatively affect the Group, as certain requirements are currently not expected to apply equally to all of the Group's competitors or to be implemented uniformly across jurisdictions.

Moreover, as a number of these requirements are currently being finalised and implemented, their regulatory impact may further increase in the future and their ultimate impact cannot be predicted at this time. For example, the Basel III reforms are still being finalised and implemented and/or phased in, as applicable. The additional requirements related to minimum regulatory capital, leverage ratios and liquidity measures imposed by Basel III, as implemented in Switzerland, together with more stringent requirements imposed by the Swiss legislation and their application by FINMA and the related implementing ordinances and actions by the Group's regulators, have contributed to its decision to reduce RWA and the size of its balance sheet, and could potentially impact its access to capital markets and increase its funding costs. In addition, various reforms in the U.S., including the "Volcker Rule" and derivatives regulation, have imposed, and will continue to impose, new regulatory duties on certain of the Group's operations. These requirements have contributed to the Group's decision to exit certain businesses (including a number of its private equity businesses) and may lead the Group to exit other businesses. Recent Commodity Futures Trading Commission, SEC (as defined below) and Fed rules and proposals have materially increased, or could in the future materially increase, the operating costs, including margin requirements, compliance, information technology and related costs, associated with the Group's derivatives businesses with U.S. persons, while at the same time making it more difficult for the Group to operate a derivatives business outside the U.S. Further, in 2014, the Fed adopted a final rule under the Dodd-Frank Wall Street Reform and Consumer Protection Act that introduced a new framework for regulation of the U.S. operations of foreign banking organisations such as the Group's. Implementation is expected to continue to result in the Group incurring additional costs and to affect the way it conducts its business in the U.S., including through its U.S. intermediate holding company. Further, current and possible future cross-border tax regulation with extraterritorial effect, such as the Foreign Account Tax Compliance Act, and other bilateral or multilateral tax treaties and agreements on the automatic exchange of information in tax matters, impose detailed reporting obligations and increased compliance and systems-related costs on the Group's businesses. In addition, the U.S. tax reform enacted on 22 December 2017 introduced substantial changes to the U.S. tax system, including the lowering of the corporate tax rate and the introduction of the U.S. base erosion and anti-abuse tax. Additionally, implementation of regulations such as the Capital Requirements Directive V ("**CRD V**") in the EU, the FinSA in Switzerland, and other reforms may negatively affect the Group's business activities. Whether or not the FinSA, together with supporting or implementing ordinances and regulations, will be deemed equivalent to EU MiFID II, currently remains uncertain. Swiss banks, including the Group, may accordingly be limited from participating in certain businesses regulated by MiFID II. Finally, the Group expects that total loss-absorbing capacity ("**TLAC**") requirements, which took effect on 1 January 2019 in Switzerland, the U.S. and in the UK, as well as in the EU with respect to global systemically important banks ("**G-SIBs**") in the EU from 27 June 2019, and are being finalised in many other jurisdictions, as well as new requirements and rules with respect to the internal total loss-absorbing capacity ("**iTLAC**") of G-SIBs and their operating entities, may increase the

Group's cost of funding and restrict its ability to deploy capital and liquidity on a global basis as needed once the TLAC and iTLAC requirements are implemented across all relevant jurisdictions.

The Group is subject to economic sanctions laws and regulatory requirements of various countries. These laws and regulatory requirements generally prohibit or restrict transactions involving certain countries/territories and parties. The Group's costs of monitoring and complying with frequent and complex changes to applicable economic sanctions laws and regulatory requirements have increased and there is an increased risk that the Group may not identify and stop prohibited activities before they occur or that it may otherwise fail to comply with economic sanctions laws and regulatory requirements. Any violation of a sanctions programme could subject the Group to significant civil and potentially criminal penalties. For further information, refer to "Sanctions" in "I—Information on the company—Regulation and supervision—Recent regulatory developments and proposals—US" in the Annual Report 2020.

The Group expects the financial services industry and its members, including the Group, to continue to be affected by the significant uncertainty over the scope and content of regulatory reform in 2021 and beyond, in particular, uncertainty in relation to the future U.S. regulatory agenda of the new presidential administration, which includes a variety of proposals to change existing regulations or the approach to regulation of the financial industry as well as potential new tax policy, and potential changes in regulation following the UK's withdrawal from the EU and the results of European national elections. Changes in laws, rules or regulations, or in their interpretation or enforcement, or the implementation of new laws, rules or regulations, may adversely affect the Group's results of operations.

Despite the Group's best efforts to comply with applicable regulations, a number of risks remain, particularly in areas where applicable regulations may be unclear or inconsistent across jurisdictions or where regulators or international bodies, organisations or unions revise their previous guidance or courts overturn previous rulings. Additionally, authorities in many jurisdictions have the power to bring administrative or judicial proceedings against the Group, which could result in, among other things, suspension or revocation of its licences, cease and desist orders, fines, civil penalties, criminal penalties or other disciplinary action that could materially adversely affect the Group's results of operations and seriously harm its reputation.

For a description of the Group's regulatory regime and a summary of some of the significant regulatory and government reform proposals affecting the financial services industry, refer to "I—Information on the company—Regulation and supervision" in the Annual Report 2020. For information regarding the Group's current regulatory framework and expected changes to this framework affecting capital and liquidity standards, "Liquidity and funding management" and "Capital management", each in "III—Treasury, Risk, Balance sheet and Off-balance sheet" in the Annual Report 2020.

Damage to the Group's reputation could significantly harm its businesses, including its competitive position and business prospects

The Group's ability to attract and retain customers, clients, investors and employees, and conduct business transactions with its counterparties, could be adversely affected to the extent its reputation is damaged. Harm to its reputation can arise from various sources, including if its comprehensive procedures and controls fail, or appear to fail, to prevent employee misconduct, negligence and fraud, to address conflicts of interest and breach of fiduciary obligations, to produce materially accurate and complete financial and other information, to identify credit, liquidity, operational and market risks inherent in its business or to prevent adverse legal or regulatory actions or investigations. Additionally, the Group's reputation may be harmed by compliance failures, privacy and data security intrusions, cyber incidents, technology failures, challenges to the suitability or reasonableness of its particular trading or investment recommendations or strategies and the activities of its customers, clients, counterparties and third parties. Actions by the financial services industry generally or by certain members or individuals in the industry also can adversely affect its reputation. In addition, its reputation may be negatively impacted by its Environmental,

Social and Governance (“ESG”) practices and disclosures, including those related to climate change and how it addresses ESG concerns in its business activities, or by its clients’ involvement in certain business activities associated with climate change. Adverse publicity or negative information in the media, posted on social media by employees, or otherwise, whether or not factually correct, may also adversely impact its business prospects or financial results, which risk can be magnified by the speed and pervasiveness with which information is disseminated through those channels.

A reputation for financial strength and integrity is critical to the Group’s performance in the highly competitive environment arising from globalisation and convergence in the financial services industry, and its failure to address, or the appearance of its failing to address, these and other issues gives rise to reputational risk that could harm its business, results of operations and financial condition. Failure to appropriately address any of these issues could also give rise to additional regulatory restrictions and legal risks, which may further lead to reputational harm.

For further information, refer to “*Reputational risk*” in “*III—Treasury, Risk, Balance sheet and Off-balance sheet—Risk management—Risk coverage and management*” in the Annual Report 2020.

Swiss resolution proceedings and resolution planning requirements may affect the Group’s shareholders and creditors

Pursuant to Swiss banking laws, FINMA has broad powers and discretion in the case of resolution proceedings with respect to a Swiss bank, such as Credit Suisse AG or Credit Suisse (Schweiz) AG, and to a Swiss parent company of a financial group, such as CSG. These broad powers include the power to initiate restructuring proceedings with respect to Credit Suisse AG, Credit Suisse (Schweiz) AG or CSG and, in connection therewith, cancel the outstanding equity of the entity subject to such proceedings, convert such entity’s debt instruments and other liabilities into equity and/or cancel such debt instruments and other liabilities, in each case, in whole or in part, and stay (for a maximum of two business days) certain termination and netting rights under contracts to which such entity is a party, as well as the power to order protective measures, including the deferment of payments, and institute liquidation proceedings with respect to Credit Suisse AG, Credit Suisse (Schweiz) AG or CSG. The scope of such powers and discretion and the legal mechanisms that would be applied are subject to development and interpretation.

The Group is currently subject to resolution planning requirements in Switzerland, the U.S. and the UK and may face similar requirements in other jurisdictions. If a resolution plan is determined by the relevant authority to be inadequate, relevant regulations may allow the authority to place limitations on the scope or size of the Group’s business in that jurisdiction, require the Group to hold higher amounts of capital or liquidity, require the Group to divest assets or subsidiaries or to change its legal structure or business to remove the relevant impediments to resolution.

For information regarding the current resolution regime under Swiss banking laws as it applies to Credit Suisse AG, Credit Suisse (Schweiz) AG and CSG, refer to “*—Recent regulatory developments and proposals—Switzerland*” and “*Regulatory framework—Switzerland—Resolution regime*”, each in “*I—Information on the company—Regulation and supervision*” in the Annual Report 2020.

Any conversion of CSG’s convertible capital instruments would dilute the ownership interests of existing shareholders

Under Swiss regulatory capital rules, CSG is required to issue a significant amount of contingent capital instruments, certain of which would convert into common equity upon the occurrence of specified triggering events, including CSG’s common equity tier 1 ratio falling below prescribed thresholds (7% in the case of high-trigger instruments), or a determination by FINMA that conversion is necessary, or that CSG requires extraordinary public sector support, to prevent it from becoming insolvent. As of 31 December 2020, CSG had 2,406.1 million common shares outstanding and it had issued in the aggregate an equivalent of CHF 1.3 billion in principal amount of such contingent convertible capital

instruments, and it may issue more such contingent convertible capital instruments in the future. The conversion of some or all of CSG's contingent convertible capital instruments due to the occurrence of any of such triggering events would result in the dilution of the ownership interests of its then existing shareholders, which dilution could be substantial. Additionally, any conversion, or the anticipation of the possibility of a conversion, could negatively impact the market price of the Shares. Refer to "*Contingent convertible capital instruments*" in "*III—Treasury, Risk, Balance sheet and Off-balance sheet—Capital management—Capital instruments*" in the Annual Report 2020 for further information on the triggering events related to CSG's contingent convertible capital instruments.

Changes in monetary policy are beyond the Group's control and difficult to predict

The Group is affected by the monetary policies adopted by the central banks and regulatory authorities of Switzerland, the U.S. and other countries. The actions of the SNB and other central banking authorities directly impact the Group's cost of funds for lending, capital raising and investment activities and may impact the value of financial instruments the Group holds and the competitive and operating environment for the financial services industry. Many central banks, including the Fed, have implemented significant changes to their monetary policy or have experienced significant changes in their management and may implement or experience further changes. The Group cannot predict whether these changes will have a material adverse effect on the Group or its operations. In addition, changes in monetary policy may affect the credit quality of the Group's customers. Any changes in monetary policy are beyond the Group's control and difficult to predict.

Legal restrictions on the Group's clients may reduce the demand for the Group's services

The Group may be materially affected not only by regulations applicable to it as a financial services company, but also by regulations and changes in enforcement practices applicable to its clients. The Group's business could be affected by, among other things, existing and proposed tax legislation, antitrust and competition policies, corporate governance initiatives and other governmental regulations and policies, and changes in the interpretation or enforcement of existing laws and rules that affect business and the financial markets. For example, focus on tax compliance and changes in enforcement practices could lead to further asset outflows from the Group's private banking businesses.

Competition

The Group faces intense competition

The Group faces intense competition in all sectors of the financial services markets and for the products and services it offers. Consolidation through mergers, acquisitions, alliances and cooperation, including as a result of financial distress, has increased competitive pressures. Competition is based on many factors, including the products and services offered, pricing, distribution systems, customer service, brand recognition, perceived financial strength and the willingness to use capital to serve client needs. Consolidation has created a number of firms that, like the Group, have the ability to offer a wide range of products and services, from loans and deposit-taking to brokerage, investment banking and asset management services. Some of these firms may be able to offer a broader range of products than the Group does, or offer such products at more competitive prices. Current market conditions have resulted in significant changes in the competitive landscape in the Group's industry as many institutions have merged, altered the scope of their business, declared bankruptcy, received government assistance or changed their regulatory status, which will affect how they conduct their business. In addition, current market conditions have had a fundamental impact on client demand for products and services. Some new competitors in the financial technology sector have sought to target existing segments of the Group's businesses that could be susceptible to disruption by innovative or less regulated business models. Emerging technology may also result in further competition in the markets in which the Group operates, for example, by allowing e-commerce firms or other companies to provide products and services similar to the Group's at a lower

price or in a more competitive manner in terms of customer convenience. The Group can give no assurance that its results of operations will not be adversely affected.

The Group must recruit and retain highly skilled employees

The Group's performance is largely dependent on the talents and efforts of highly skilled individuals. Competition for qualified employees is intense. The Group has devoted considerable resources to recruiting, training and compensating employees. The Group's continued ability to compete effectively in its businesses depends on its ability to attract new employees and to retain and motivate its existing employees. The continued public focus on compensation practices in the financial services industry, and related regulatory changes, may have an adverse impact on the Group's ability to attract and retain highly skilled employees. In particular, limits on the amount and form of executive compensation imposed by regulatory initiatives, including the Swiss Compensation Ordinance or any successor legislation thereof in Switzerland and the Capital Requirements Directive IV (as amended by CRD V) in the EU and the UK, could potentially have an adverse impact on its ability to retain certain of its most highly skilled employees and hire new qualified employees in certain businesses.

The Group faces competition from new trading technologies

The Group's businesses face competitive challenges from new trading technologies, including trends towards direct access to automated and electronic markets with low or no fees and commissions, and the move to more automated trading platforms. Such technologies and trends may adversely affect the Group's commission and trading revenues, exclude its businesses from certain transaction flows, reduce its participation in the trading markets and the associated access to market information and lead to the establishment of new and stronger competitors. The Group has made, and may continue to be required to make, significant additional expenditures to develop and support new trading systems or otherwise invest in technology to maintain its competitive position.

Factors that may affect the ability of the Issuer to fulfil its obligations under the MCNs

Dependence on other Group members

The Issuer was established for purposes of issuing the MCNs and using the proceeds of the issuance of the MCNs to enter into and perform its obligations under the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement. As such, the Issuer is dependent on the group of companies of which CSG is the parent (i.e., the Group) and, by virtue of such dependence, each of the risks described above that affect CSG, will also indirectly affect the Issuer.

Risks relating to the MCNs and the Shares to be delivered upon conversion of the MCNs

Holder may receive Shares at a time when the Conversion Price is substantially higher than the prevailing Share price

Compared with a traditional convertible bond issue, the MCNs bear a higher risk. Each Holder will receive the Shares at the applicable Conversion Price, which may be substantially higher than the prevailing Share price in the market at the time of conversion.

In such a case, the loss to Holders for each Share received will be equal to the difference between the Conversion Price and the Share price in the market at the time of conversion, and such potential loss cannot be predicted. Therefore, an investor in the MCNs faces almost the same risk of loss as an investor in the Shares since a Holder of MCNs will receive Shares on the Maturity Date or, in the case of an early conversion as a result of an Accelerated Conversion Event or exercise of the relevant Holder's right to early convert its MCNs, on the applicable Conversion Date. The value of the Shares ultimately received by a Holder could be substantially lower than the price such Holder paid for its MCNs.

Furthermore, although Holders may sell their MCNs at any point prior to conversion, prospective investors should be aware that the market price of the MCNs will depend primarily on the price development of the Shares. In case of a fall or anticipated fall in the Share price, the market price of the MCNs is likely to fall and liquidity may be reduced. The lower the Share price falls below the Conversion Price and the shorter the time remaining until the Maturity Date, the greater the risk of a corresponding decline in the market price of the MCNs.

A liquid market for the MCNs may fail to develop

Each series of MCNs will be a new issue of securities for which there is no established trading market. The liquidity of any market will depend upon the number of Holders, the market for similar securities, the interest of securities dealers in making a market in the MCNs of such series and other factors. Although the MCNs of each series are expected to be admitted to trading and listed on the SIX Swiss Exchange, no assurance can be given that a liquid trading market will develop or be maintained for such MCNs. Under certain circumstances, Holders may not be able to sell their MCNs at the Issue Price, a higher price or at all.

The Holders will have no shareholder rights prior to conversion

Prior to conversion, an investor in the MCNs will not be a holder of Shares. No Holder (in its capacity as such) will have any right to participate in the meeting of CSG's shareholders, any voting rights, rights to receive dividends or other distributions or any other rights with respect to the Shares until such time, if any, when such Holder receives Shares upon conversion of such Holder's MCNs and becomes a shareholder. In addition, the exercise of voting rights and rights related thereto with respect to any Shares is only possible after the registration of the person entitled to the Shares in CSG's share register as a shareholder with voting rights in accordance with the provisions of, and subject to the limitations provided in, CSG's Articles of Association. Any pecuniary rights, in particular the entitlement to dividends and the ability to sell the Shares in the open market, exist without any such registration in the share register.

Holders have only limited anti-dilution protection

The Conversion Price at which the MCNs may be converted into Shares is fixed at the time of the issuance of the MCNs and will be adjusted only in the situations and to the extent provided in the applicable Terms of the MCNs. There is no requirement that there should be an adjustment for every corporate or other event that may affect the value of the Shares or that, if a Holder were to have held the Shares at the time of such adjustment, such Holder would not have benefited to a greater extent.

Accordingly, events in respect of which no adjustment to the Conversion Price is made may adversely affect the value of the MCNs.

Upon insolvency and certain other Accelerated Conversion Events, Holders' sole remedy will be the receipt of Shares upon the mandatory conversion of all MCNs and, upon insolvency of the Guarantor, the Holders' monetary claim in lieu of the delivery of Shares will be subordinated to all subordinated or unsubordinated claims of creditors of the Guarantor and will rank pari passu with the Shares

Certain events (i.e., (i) non-payment of any amounts when due under the applicable Terms of the MCNs or the Guarantee, (ii) breach of other obligations under the applicable Terms of the MCNs or the applicable Guarantee, (iii) insolvency of the Issuer or the Guarantor, (iv) subject to certain exceptions, failure of the Guarantor to pay amounts due in respect of financial indebtedness exceeding CHF 500,000,000 or its equivalent in another currency, (v) certain merger, consolidation and take-over events, and (vi) the Guarantee is not in full force and effect) constitute Accelerated Conversion Events with respect to the relevant series of MCNs under the applicable Terms of the MCNs. The sole effect of the occurrence of any such Accelerated Conversion Event is that the outstanding MCNs of such series shall be converted on the applicable Conversion Date into such number of Shares per MCN as is equal to the Conversion Ratio in effect on such Conversion Date. Prospective investors should be aware that the Conversion Price was fixed

at the time of the issuance of the MCNs (and is subject to adjustment pursuant to certain anti-dilution provisions set forth in the applicable Terms of the MCNs), and is not measured by, and does not fluctuate with, recent price movements in the Shares (as would be the case were conversion based on volume weighted average price (VWAP) or a similar measure).

Should the Guarantor become bankrupt or be liquidated or otherwise wound-up, the claims of each Holder against the Guarantor under the Guarantee for the delivery of Shares will be converted into a monetary claim against the Guarantee that entitles such Holder to participate in the liquidation proceeds of the Guarantor only as if such Holder were a holder of Shares, and not as a creditor, *pro rata* in accordance with the number of Shares to which such Holder would have been entitled if its MCNs had been converted into the number of Shares per MCN as is equal to the Conversion Ratio on the date that such bankruptcy, liquidation or other winding-up commenced. Such monetary claim in lieu of the delivery of Shares will be subordinated to the claims of all creditors of the Guarantor and rank *pari passu* with the rights of the holders of Shares.

CSG has limited authority to issue any additional Shares it may be required to deliver upon conversion of the MCNs as a result of an adjustment to the Conversion Price

The Shares to be delivered by CSG upon conversion of the Series A MCNs will consist of Shares issued from conditional capital of CSG, and the Shares to be delivered by CSG upon conversion of the Series B MCNs will consist of Shares issued from authorised capital of CSG. As of the date of this Prospectus, the Board has reserved and allocated a total of (i) 100,000,000 Shares that may be issued out of CSG's conditional capital and (ii) 103,000,000 Shares issued out of CSG's authorised capital, in each case, for purposes of delivering registered shares upon conversion of the Series A MCNs and the Series B MCNs, respectively, pursuant to the applicable Terms of the MCNs. If the MCNs were to be converted at the Conversion Price in effect on the Payment Date, CSG would be required to deliver [•]* Shares that may be issued out of CSG's Shares. However, Condition 6 of the Terms of the Series A MCNs and of the Terms of the Series B MCNs provides for the adjustment of the Conversion Price upon the occurrence of various events, including an adjustment if CSG issues Shares or, subject to certain exceptions, CSG or any of its subsidiaries issues any right that by its terms of issue carries a right to acquire, or is mandatorily convertible into, Shares on or prior to the conversion date for the MCNs for a consideration per Share that is less than the Conversion Price in effect immediately prior to such issuance. Accordingly, if any adjustment to the Conversion Price were to occur that would result in a significantly higher number of Shares being required to be delivered upon conversion of the MCNs than would be required if the Conversion Price were not adjusted, the ability of CSG to delivery such excess Shares may be subject to further approval by the shareholders of CSG.

Holders may be subject to disclosure obligations and/or may need approval by CSG's Regulator

As the MCNs are mandatorily convertible into Shares, an investment in the MCNs may result in applicable Holder having to comply with certain disclosure and/or approval requirements pursuant to the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of 19 June 2015, as amended, the Swiss Federal Act on Banks and Savings Banks of 8 November 1934, as amended, and/or the Swiss Federal Act on Financial Institutions of 15 June 2018, as amended, and the U.S. Securities Exchange Act of 1934, with regard to its acquisition of a beneficial interest in the Shares deliverable upon conversion. In addition, investors need to consider carefully similar laws and regulations of the jurisdiction in which they are organised. Non-compliance with such disclosure and/or approval requirements may lead to sanctions, including, *inter alia*, the incurrance by the relevant Holder of substantial fines and/or suspension of voting rights associated with its Shares. Each potential investor in the MCNs should consult its legal advisers as to the applicable Terms of the MCNs (in particular as to conversion) and any applicable disclosure and/or approval requirements.

Holders that exercise their right to early convert their MCNs will not receive the Fixed Interest Amount

Each Holder has the right to convert all or some of its MCNs early at any time during the period from (and including) the date falling 40 days after the Payment Date and ending on (but excluding) the tenth Trading Day prior to the Maturity Date (i.e., the Optional Conversion Period). If a Holder so elects to convert all or some of its MCNs early, no Fixed Interest Amount will be payable with respect to such MCNs.

There is no restriction on the amount or type of further securities or indebtedness that CSG may issue

There is no restriction on the amount or type of further securities or indebtedness that CSG may issue, incur or guarantee that rank senior to, or *pari passu* with, the Guarantees. The issue or guaranteeing of any such further securities or indebtedness may reduce the amount recoverable by Holders under the applicable Guarantee on a winding-up of CSG and may limit the ability of CSG to meet its obligations under the Guarantees. In addition, the Guarantees do not contain any restriction on CSG issuing securities that may have preferential rights to the Shares.

The MCNs are not covered by any government compensation or insurance scheme and do not have the benefit of any government guarantee

An investment in the MCNs will not be covered by any compensation or insurance scheme of any government agency of Switzerland or any other jurisdiction, and the MCNs and the Guarantees do not have the benefit of any government guarantee. The MCNs and the Guarantees are the obligations of the Issuer and the Guarantor only and Holders must solely look to the Issuer and the Guarantor, respectively, for the performance of the Issuer's obligations under the MCNs and the Guarantor's obligations under the applicable Guarantee. In the event of the insolvency of the Issuer or the Guarantor, a Holder may lose all or some of its investment in the MCNs.

CSG is a holding company and relies on its subsidiaries for all funds necessary to meet its financial obligations

CSG is a holding company and its direct and indirect subsidiaries conduct all of its operations and own all of its assets. CSG has no significant assets other than the partnership interests, stock and other equity interests in its subsidiaries, and any claims under any loans to or other investments it makes in members of the Group from time to time. CSG's direct and indirect subsidiaries are separate and distinct legal entities and, under certain circumstances, legal and contractual restrictions may limit the ability of these subsidiaries to provide CSG with funds for its payment obligations under the Guarantees, whether by dividends, distributions, loans or other payments. For example, there are various regulatory requirements applicable to some of CSG's direct and indirect subsidiaries that limit their ability to pay dividends and make loans and advances to CSG. Any distribution of earnings to CSG from its subsidiaries, or advances or other distributions of funds by these subsidiaries to CSG, all of which are subject to statutory or contractual restrictions, are contingent upon the subsidiaries' earnings and are subject to various business considerations.

Moreover, certain of CSG's direct and indirect subsidiaries may be subject to (or may be subject to the exercise of statutory powers of a regulator that are similar to) the write-down and conversion powers of FINMA that may be exercised during restructuring proceedings opened with respect to the relevant subsidiary and/or FINMA's power to order protective measures and/or requirements with respect to loss-absorbing capacity that could impact their ability to repay any loans CSG has made to, or other investments CSG has made in, such subsidiary, including those that it may make with the net proceeds it receives from the issuance of the MCNs. These requirements and/or limitations could impact CSG's ability to pay amounts due under the Guarantees.

Since the creditors of any of the Guarantor's subsidiaries would generally have a right to receive payment that is superior to the Guarantor's right to receive payment as shareholder from the assets of that subsidiary, the rights of Holders against the Guarantor under the Guarantee will be effectively subordinated to creditors of the Guarantor's subsidiaries.

The market value of the MCNs may be influenced by unpredictable factors

Many factors, most of which are beyond the Issuer's control, will influence the value of the MCNs and the price, if any, at which securities dealers may be willing to purchase or sell the MCNs in the secondary market, including:

- the trading price of the Shares;
- the creditworthiness of the Issuer and CSG;
- supply and demand for the MCNs; and
- all of the factors noted above that can affect CSG's stock price and the value of the Shares deliverable upon conversion; and
- economic, financial, political or regulatory events or judicial decisions that affect the Issuer and CSG or the financial markets generally.

Accordingly, if a Holder sells its MCNs in the secondary market, it may not be able to obtain a price equal to the principal amount of the MCNs or a price equal to the price that it paid for the MCNs. See also “—*The Share price has been and may remain volatile*” below.

Holders are subject to interest rate risks

The Terms of the Series A MCNs and the Terms of the Series B MCNs each provide for the payment of a Fixed Interest Amount, which amount is based on a fixed rate of interest of 3.00 per cent. per annum. Consequently, an investment in the MCNs involves the risk that subsequent changes in market interest rates may adversely affect the value of the MCNs.

The MCNs are a complex form of security and may not be a suitable investment for all investors

The MCNs are a complex form of security. As a result, an investment in the MCNs and the Shares issuable upon conversion of the MCNs will involve certain increased risks. Each potential investor in the MCNs must determine the suitability (either alone or with the help of a financial adviser) of such investment in light of his/her own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the MCNs, the merits and risks of investing in the MCNs and the information contained or incorporated by reference in this Prospectus;
- have access to appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the MCNs and the impact the MCNs will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the MCNs, including where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the applicable Terms of the MCNs; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect their investment, the conversion of the MCNs into Shares, and their ability to bear the applicable risks.

Prior to making an investment decision, potential investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information contained in this Prospectus or incorporated by reference herein.

The Share price has been and may remain volatile

In the past, the Share price has been volatile in part due to the high volatility in the securities markets in general and for the shares of banks in particular. Factors that may affect the market price of the Shares include but are not limited to:

- actual or projected fluctuations in the Group’s financial or operating results;
- investors’ opinions regarding the prospects for the success and impact of the comprehensive package of measures setting the strategic direction, structure and organisation of the Group;
- changes in assessments of the Group or its industry in research reports published and securities analysts;
- current or potential future legal disputes;
- changes in the legal system or regulatory measures affecting the Group or the industries in which it maintains material loan exposures;
- failure to meet estimates by analysts;
- expectations in the market in regard to the development of the value and adequate capitalisation of banks in general;
- investors’ estimates and the actual further development of banks in general;
- general fluctuations in the price of stocks, particularly those of competitors;
- public declarations of insolvencies or similar restructuring measures and investigations of the accounting practices of other banks and the volatility of the market in general; and
- the other risks described in the risk factors noted above.

Future issuances of equity or debt securities that are convertible into equity may result in a dilution of shareholding

CSG may choose to raise additional capital depending on market conditions or strategic considerations. To the extent that additional capital is raised by CSG through the issuance of equity or other securities that are convertible into equity, such issuance could dilute a shareholder’s proportional ownership and voting interest in CSG if the new equity or other securities are issued without granting subscription rights to existing shareholders.

Uncertain U.S. Tax Treatment

No statutory, judicial or administrative authority directly addresses the characterisation of the MCNs or instruments similar to the MCNs for U.S. federal income tax purposes. As a result, significant aspects of the U.S. federal income tax consequences of an investment in the MCNs are not certain.

CSG intends to treat the MCNs as convertible equity of CSG for U.S. federal income tax purposes. As described in “*Taxation—United States Taxation*” below, as a result of this position, CSG intends to treat the Floating Interest Amount and the Fixed Interest Amount as a distribution of amounts treated as ordinary dividend income, which may constitute “qualified dividends” subject to taxation at a reduced rate. In addition, CSG intends to take the position that the conversion will not be a taxable event for U.S. federal income tax purposes, and that the holding period for Shares received upon conversion will include the holding period for the MCNs.

However, no assurance can be given that the U.S. Internal Revenue Service (the “**IRS**”) will not assert that the MCNs should be treated in a different manner. In such a case, the IRS may assert that the timing and character of income, gain and loss recognised by a holder as a result of an investment in the MCNs should

differ from the description above. Under some alternative characterisations, the Fixed Interest Amounts and Floating Interest Amounts could be treated as ordinary income subject to tax at normal ordinary income rates; the conversion of MCNs into Shares might be treated as a taxable transaction on which gain would be subject to taxation but loss might not be currently deductible; the holding period for Shares might begin upon conversion of the MCNs; or the Issuer could be treated as a partnership (and holders of the MCNs treated as partners therein) that is a publicly traded partnership taxable as a corporation and consequently potentially as a passive foreign investment company, in which case gain on disposition of the MCNs would be subject to the rules described in “*Taxation—United States Taxation—Taxation of the Shares—Passive Foreign Investment Company Rules*”.

Prospective investors should consult their tax advisors as to the U.S. federal income tax treatment of an investment in the MCNs. See “*Taxation—United States Taxation*” below.

FORWARD-LOOKING STATEMENTS

This Prospectus contains or incorporates by reference statements that constitute forward-looking statements. In addition, in the future CSG, and others on its behalf, may make statements that constitute forward-looking statements. Such forward-looking statements may include, without limitation, statements relating to the Group's plans, targets or goals, the Group's future economic performance or prospects, the potential effect on the Group's future performance of certain contingencies, and assumptions underlying any such statements.

Words such as "believes", "anticipates", "expects", "intends" and "plans" and similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. CSG does not intend to update these forward-looking statements.

By their very nature, forward-looking statements involve inherent risks and uncertainties, both general and specific, and risks exist that predictions, forecasts, projections and other outcomes described or implied in forward-looking statements will not be achieved. CSG cautions potential investors that a number of important factors could cause results to differ materially from the plans, targets, goals, expectations, estimates and intentions expressed in such forward-looking statements and that the COVID-19 pandemic creates significantly greater uncertainty about forward-looking statements in addition to the factors that generally affect the Group's business. These factors include: (i) the ability to maintain sufficient liquidity and access capital markets; (ii) market volatility and interest rate fluctuations and developments affecting interest rate levels, including the persistence of a low or negative interest rate environment; (iii) the strength of the global economy in general and the strength of the economies of the countries in which the Group conducts its operations, in particular the risk of negative impacts of COVID-19 on the global economy and financial markets and the risk of continued slow economic recovery or downturn in the EU, the U.S. or other developed countries or in emerging markets in 2021 and beyond; (iv) the emergence of widespread health emergencies, infectious diseases or pandemics, such as COVID-19, and the actions that may be taken by governmental authorities to contain the outbreak or to counter its impact; (v) potential risks and uncertainties relating to the severity of impacts from COVID-19 and the duration of the pandemic, including potential material adverse effects on the Group's business, financial condition and results of operations; (vi) the direct and indirect impacts of deterioration or slow recovery in residential and commercial real estate markets; (vii) adverse rating actions by credit rating agencies in respect of the Group, sovereign issuers, structured credit products or other credit-related exposures; (viii) the ability to achieve the Group's strategic goals, including those related to its targets, ambitions and financial goals; (ix) the ability of counterparties to meet their obligations to the Group and the adequacy of the Group's allowance for credit losses; (x) the effects of, and changes in, fiscal, monetary, exchange rate, trade and tax policies; (xi) the effects of currency fluctuations, including the related impact on the Group's business, financial condition and results of operations due to moves in foreign exchange rates; (xii) political, social and environmental developments, including war, civil unrest or terrorist activity and climate change; (xiii) the ability to appropriately address social, environmental and sustainability concerns that may arise from the Group's business activities; (xiv) the effects of, and the uncertainty arising from, the UK's withdrawal from the EU; (xv) the possibility of foreign exchange controls, expropriation, nationalisation or confiscation of assets in countries in which the Group conducts its operations; (xvi) operational factors such as systems failure, human error, or the failure to implement procedures properly; (xvii) the risk of cyber attacks, information or security breaches or technology failures on the Group's reputation, business or operations, the risk of which is increased while large portions of the Group's employees work remotely; (xviii) the adverse resolution of litigation, regulatory proceedings and other contingencies; (xix) actions taken by regulators with respect to the Group's business and practices and possible resulting changes to its business organisation, practices and policies in countries in which it conducts its operations; (xx) the effects of changes in laws, regulations or accounting or tax standards, policies or practices in countries in which the Group conducts its operations; (xxi) the expected discontinuation of LIBOR and other interbank

offered rates and the transition to alternative reference rates; (xxii) the potential effects of changes in the Group's legal entity structure; (xxiii) competition or changes in the Group's competitive position in geographic and business areas in which it conducts its operations; (xxiv) the ability to retain and recruit qualified personnel; (xxv) the ability to maintain the Group's reputation and promote the Group's brand; (xxvi) the ability to increase market share and control expenses; (xxvii) technological changes instituted by the Group, its counterparties or its competitors; (xxviii) the timely development and acceptance of the Group's new products and services and the perceived overall value of these products and services by users; (xxix) acquisitions, including the ability to integrate acquired businesses successfully, and divestitures, including the ability to sell non-core assets; and (xxx) other unforeseen or unexpected events and the Group's success at managing these and the risks involved in the foregoing.

The foregoing list of important factors is not exclusive. When evaluating forward-looking statements, investors should carefully consider the foregoing factors and other uncertainties and events, as well as the risks factors and other information set forth in the documents incorporated into or in this Prospectus.

ABOUT THIS PROSPECTUS

Documents Incorporated by Reference

The following documents, which have previously been published or are published simultaneously with this Prospectus, shall be incorporated in, and form part of, this Prospectus:

- (1) the Earnings Release 1Q21 of Credit Suisse Group AG and Credit Suisse AG published on the website of CSG on 22 April 2021 (the “**1Q21 Earnings Release**”);
- (2) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the U.S. Securities and Exchange Commission (the “**SEC**”) on 6 April 2021 (the “**Form 6-K Dated 6 April 2021**”), which contains (a) an update to the Credit Suisse Group AG 2020 Compensation Report, (b) a media release titled “Board of Directors announces adjusted proposals for the 2021 Annual General Meeting of Shareholders as well as an update to the 2020 Compensation Report and changes to the Executive Board of Credit Suisse Group”, and (c) a media release titled “Trading Update”;
- (3) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on 29 March 2021, which contains a media release titled “Trading Update”, except for the sentence “Further information about Credit Suisse can be found at www.credit-suisse.com”;
- (4) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on 18 March 2021 (the “**Form 6-K Dated 18 March 2021**”), which contains a media release titled “Credit Suisse publishes its 2020 Annual Report, launches its Sustainability Report and communicates the agenda for the 2021 Annual General Meeting of Shareholders”, except for the information under the headings “Biography of the proposed new member and Chairman of the Board of Directors” and “Biographies of the proposed new members of the Board of Directors” and the sentence “Further information about Credit Suisse can be found at www.credit-suisse.com”;
- (5) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on 18 March 2021, which contains a media release titled “Credit Suisse Group names Ulrich Körner as CEO Asset Management and a member of the Executive Board. Asset Management to be managed as a separate Division going forward”, except for the information under the heading “Professional background of Ulrich Körner”, the paragraph immediately preceding such heading and the sentence “Further information about Credit Suisse can be found at www.credit-suisse.com”;
- (6) the Form 20-F of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on 18 March 2021, which contains the Credit Suisse Group AG and Credit Suisse AG Annual Report 2020 (the “**Annual Report 2020**”) attached as an exhibit thereto; and
- (7) the Articles of Association of Credit Suisse Group AG dated 30 April 2020.

Any statement contained in a document incorporated by reference in this Prospectus will be deemed to be modified or superseded to the extent that a statement contained herein (or contained in any document incorporated by reference herein prepared and filed by CSG after the date the incorporated information was filed) modifies or supersedes such statement. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Availability of Documents

Copies of this Prospectus (including the documents incorporated by reference herein) can be obtained in electronic or printed form, free of charge, during normal business hours from (i) the registered office of CSG, or (ii) Credit Suisse AG at Uetlibergstrasse 231, 8070 Zurich, Switzerland, or by e-mail to: equity.prospectus@credit-suisse.com). Copies of documents incorporated by reference in this Prospectus can also be obtained, free of charge, on the website of CSG (www.credit-suisse.com).

CSG files periodic reports and other information with the SEC. A copy of the documents filed by CSG with the SEC may be obtained either on the SEC's website at www.sec.gov, which contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC, or on the website of CSG at <https://www.credit-suisse.com/about-us/en/investor-relations/financial-regulatory-disclosures/sec-filings.html>. In particular, the 1Q21 Earnings Release will also be contained in a Form 6-K that will be filed by CSG with the SEC on the date of this Prospectus and, once filed, will be obtainable in the same manner as the other documents filed by CSG with the SEC. Information (other than the above-referenced documents incorporated by reference) contained on the website or any apps of CSG is not incorporated by reference in this Prospectus.

TERMS AND CONDITIONS OF THE SERIES A MANDATORY CONVERTIBLE NOTES

*The following (excluding this paragraph) is the text of the terms and conditions that shall be applicable to the Series A MCNs (the “**Terms of the Series A MCNs**”). The full text of the Terms of the Series A MCNs shall be annexed to the Permanent Global Certificates (as defined in the Terms of the Series A MCNs).*

The CHF [•]* 3.00 per cent. Series A Mandatory Convertible Notes due 2021 (the “**MCNs**”) issued by Credit Suisse Group (Guernsey) VII, Limited, Helvetia Court, South Esplanade, St. Peter Port, Guernsey, GY1 3WF, Channel Islands (the “**Issuer**”), and mandatorily convertible into Shares (as defined below), and unconditionally and irrevocably guaranteed, on a subordinated basis to the extent described herein, by Credit Suisse Group AG, Paradeplatz 8, 8001 Zurich, Switzerland (“**CSG**” or, in its capacity as guarantor of the MCNs, the “**Guarantor**”), are subject to these terms and conditions (each, a “**Condition**” and, collectively, these “**Terms of the MCNs**”). The Permanent Global Certificates (as defined below) are set out in the paying and conversion agency agreement dated as of 6 May 2021 (as amended, supplemented, restated or otherwise modified from time to time, the “**Agency Agreement**”), among the Issuer, the Guarantor and Credit Suisse AG as Principal Paying and Conversion Agent (as defined below).

1. Principal Amount, Denomination and Form and Transfer of the MCNs

- (a) The initial aggregate principal amount of the MCNs will be CHF [•]*, divided into [•]* MCNs with a principal amount of CHF 200,000 each. The MCNs may be held and transferred only in minimum denominations of CHF 200,000 and integral multiples thereof.
- (b) The MCNs and all rights in connection therewith are documented in the form of one or more permanent global certificates (*Globalurkunden auf Dauer*) pursuant to article 973b of the Swiss Code of Obligations (each, a “**Permanent Global Certificate**”), which will be deposited by the Principal Paying and Conversion Agent with SIX SIS or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIX SIS or any such other intermediary, the “**Intermediary**”). Once the Permanent Global Certificates are deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the MCNs will constitute intermediated securities (*Bucheffekten*) (“**Intermediated Securities**”) in accordance with the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).
- (c) Each holder of MCNs (each, a “**Holder**”, and, collectively, the “**Holder**s”) will have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global Certificates to the extent of its claim against the Issuer, *provided* that, for so long as the Permanent Global Certificates remain deposited with the Intermediary, such co-ownership interest will be suspended and the MCNs may only be transferred by the entry of the transferred MCNs in a securities account (*Effektenkonto*) of the relevant transferee.
- (d) The records of the Intermediary will determine the number of MCNs held through each participant of the Intermediary. So long as an MCNs constitute Intermediated Securities, the Holders will be the persons holding the MCNs in a securities account (*Effektenkonto*) that is in their name or, in the case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding the MCNs for their own account in a securities account (*Effektenkonto*) that is in their name.
- (e) The conversion of the Permanent Global Certificates into uncertificated securities (*Wertrechte*) or individually certificated securities (*Wertpapiere*) is excluded. Neither the Issuer nor the Holders nor the Principal Paying and Conversion Agent nor any other party

will at any time have the right to effect or demand the conversion of the Permanent Global Certificates into, or the delivery of, uncertificated securities (*Wertrechte*) or individually certificated securities (*Wertpapiere*).

- (f) Each MCN that is placed with Holders who are U.S. persons within the meaning of Regulation S (any such MCN, a “**Restricted MCN**”), shall be subject to the restrictions on transfer set forth below, and each Holder thereof, by such Holder’s acceptance of such Restricted MCN, agrees to be bound by such restrictions. As used in this Condition 1(f), the term “transfer” includes any sale, pledge, transfer or other disposition. Each Restricted MCN, and the Shares issuable upon conversion of each Restricted MCN, have not been registered under the U.S. Securities Act and may not be offered or transferred until the date that is one year after the original issue date of such MCN (or such shorter period of time as may be permitted by Rule 144 under the U.S. Securities Act), except (i) to CSG or any subsidiary thereof or (ii) pursuant to an exemption from the registration requirements of the U.S. Securities Act. In connection with and prior to any transfer of any Restricted MCN, (A) in the case of any sale or other transfer thereof to non-“U.S. persons” in “offshore transactions” each as defined in and made pursuant to Regulation S, the transferor shall advise the Transfer Agent in writing (which may be by means of e-mail if so agreed by the Transfer Agent) that such sale is being conducted in compliance with Regulation S, or (B) in the case of any other transfer, the transferee shall provide the Transfer Agent with an executed transfer letter substantially in the form that may be obtained from the Transfer Agent. The Transfer Agent shall not register any transfer of a Restricted MCN not made in accordance with such restrictions on transfer. Upon any transfer of a Restricted MCN pursuant to clause (A) of the preceding sentence, the Transfer Agent and the Principal Paying and Conversion Agent agree that they will take such steps as may be reasonably necessary to ensure such MCN are thereafter freely tradable without restriction under the facilities of the SIX SIS or otherwise, but any failure to do so shall not cause them to incur any liability to any Holder or potential Holder. No representation is made as to the availability of any exemption from the registration requirements of the U.S. Securities Act.

2. Interest Payments

(a) *Fixed Interest Amount*

The Issuer shall pay the Fixed Interest Amount per MCN on the Fixed Interest Payment Date or, if the MCNs are converted prior to the Maturity Date pursuant to Condition 9, on the applicable Conversion Date, in each case, to the Holder thereof. If any MCN is converted prior to the Maturity Date pursuant to Condition 3(c), no Fixed Interest Amount will be payable with respect to such MCN.

(b) *Floating Interest Amount*

- (i) If any Cash Distribution is made or paid by CSG after the Pricing Date, but prior to the applicable Conversion Date, the Issuer shall pay the Floating Interest Amount relating to such Cash Distribution per MCN on the relevant Floating Interest Payment Date to the Holder thereof.
- (ii) Furthermore, if the delivery of Shares due upon conversion of an MCN pursuant to Condition 3(b), Condition 3(c) or Condition 9 is:
- (A) after the relevant record date for any Cash Distribution made or paid by CSG on or after the applicable Conversion Date; or

- (B) improperly withheld or refused or suspended pursuant to Condition 3(e)(iii) and any Cash Distribution is made or paid by CSG after the Conversion Date but on or prior to the delivery of such Shares,

the Issuer shall pay the Floating Interest Amount relating to such Cash Distribution with respect to such MCN on the relevant Floating Interest Payment Date to the Holder thereof.

- (iii) With respect to any Floating Interest Amount to be paid pursuant to clause (i) or (ii) above, the Issuer shall notify the Holders of the relevant Floating Interest Payment Date in accordance with Condition 12 not later than two Business Days following the date on which the relevant Cash Distribution is formally approved or declared by CSG.
- (iv) For the avoidance of doubt, this Condition 2(b) does not apply to any Scrip Dividends or any other Non-Cash Distributions, the issuance or distribution of which shall result in an adjustment to the Conversion Price pursuant to Condition 6(a)(iii).

(c) *Interest in the case of Non-Delivery of Shares*

If the delivery of Shares due upon conversion of any MCN pursuant to Condition 3(b), Condition 3(c) or Condition 9 is improperly withheld or refused or suspended pursuant to Condition 3(e)(iii), interest on the principal amount of such MCN shall accrue at the Interest Rate from and excluding the date on which such Shares were scheduled to be delivered pursuant to these Terms of the MCNs to and including the date on which such Shares are actually delivered, such interest to be calculated on a 30E/360 basis (i.e., on the basis of a year consisting of 12 months of 30 days each).

3. Conversion, Purchase and Cancellation

The MCNs shall neither be redeemed nor be redeemable for cash.

(a) *Conversion Ratio*

The Conversion Ratio on any Conversion Date (being the number of Shares to be delivered per MCN) shall be determined by dividing CHF 200,000 (i.e., the principal amount of one MCN) by the Conversion Price in effect on such Conversion Date, and calculated to five decimal places; *provided, however*, that, (i) in the case of a conversion pursuant to Condition 3(c), if the relevant Holder has elected to convert more than one MCN, the number of Shares to be delivered upon conversion to such Holder shall be determined by dividing the aggregate principal amount of such MCN by the Conversion Price in effect on the Conversion Date, and (ii) in the case of a conversion pursuant to Condition 3(b) or Condition 9, the number of Shares to be delivered upon conversion to a Holder of more than one MCN shall be determined by dividing the aggregate principal amount of the MCNs held by such Holder by the Conversion Price in effect on the Conversion Date.

(b) *Mandatory Conversion on Maturity Date*

Unless previously converted pursuant to Condition 3(c) or Condition 9 or purchased and cancelled pursuant to Condition 3(f), on the Maturity Date each MCN shall be mandatorily converted, and, if applicable, each Holder shall be deemed to have exercised its right to convert each MCN held by such Holder, into such number of Shares as is equal to the Conversion Ratio in effect on the Maturity Date (subject as set out in Condition 3(a) in respect of a Holder holding more than one MCN).

(c) *Early Conversion at the Option of the Holder*

Subject to Condition 3(e)(i), each Holder may elect, in its sole discretion, to early convert all or some of its MCNs during the Optional Conversion Period into such number of Shares per MCN as is equal to the Conversion Ratio in effect on the applicable Conversion Date (subject as set out in Condition 3(a) in respect of a Holder electing to convert more than one MCN).

The right of a Holder to convert one or more of its MCNs pursuant to this Condition 3(c) may be exercised only in respect of the entire principal amount of an MCN.

(d) *Fractions*

In connection with conversion of any MCN pursuant to Condition 3(b), Condition 3(c) or Condition 9, no Fractions will be delivered to, and no cash payment for Fractions will be made to, the Holder thereof.

(e) *Conversion Procedures*

(i) *Optional Conversion Notice*

To exercise its right to convert all or any of its MCNs pursuant to Condition 3(c), a Holder must at its own expense deliver to the Principal Paying and Conversion Agent at the Specified Office during the Conversion Period a duly completed optional conversion notice in a form satisfactory to the Principal Paying and Conversion Agent (an “**Optional Conversion Notice**”) with respect to the relevant MCN(s), accompanied, if any such MCN is a Restricted MCN, by an executed investor letter substantially in the form that may be obtained from the Principal Paying and Conversion Agent.

Upon delivery of an Optional Conversion Notice to the Principal Paying and Conversion Agent with respect to any MCN, the relevant Holder authorises the Paying and Conversion Agent to make, in such Holder’s name and on its behalf, any such declarations to the Issuer as may be required or advisable under applicable law for the purpose of the determination of the number and creation and delivery of the Shares, if any, to be delivered to the Holder upon conversion of such MCN pursuant to Condition 3(c). Upon delivery of an Optional Conversion Notice with respect to any MCN (other than a Restricted MCN), the relevant Holder will be deemed to represent and warrant that (x) it understands that the Shares, if any, to be delivered to such Holder upon conversion of such MCN pursuant to Condition 3(c) have not been and will not be registered under the U.S. Securities Act, (y) it is not a U.S. person (as defined in Regulation S), is located outside the United States within the meaning of Regulation S, and is acquiring such Shares in an offshore transaction (as defined in Regulation S) in accordance with Rule 903 or 904 of Regulation S, and (z) understands that such Shares may not be delivered within the United States upon conversion of such MCN and may not be resold in the United States except pursuant to an exemption from the registration requirements of the Securities Act.

An Optional Conversion Notice shall be deemed to be delivered in accordance with this Condition 3(e)(i) on the Business Day such Optional Conversion Notice is received by the Principal Paying and Conversion Agent at the Specified Office; *provided, however*, that, if such Optional Conversion Notice is received by the Principal Paying and Conversion Agent at the Specified Office on or after 4.00 p.m. CE(S)T on such Business Day, such Optional Conversion will be deemed to have

been delivered in accordance with this Condition 3(e)(i) on the next following Business Day. Once delivered in accordance with this Condition 3(e)(i), no Optional Conversion Notice may be withdrawn without the prior consent of the Issuer.

(ii) Delivery of Shares

The Shares to be delivered upon conversion of an MCN in accordance with Condition 3(b), Condition 3(c) or Condition 9 will be new Shares to be issued from the conditional capital of CSG with the same entitlements as the other outstanding Shares.

As soon as practicable, and in any event not later than the Trading Day that is the fifth Trading Day immediately after the applicable Conversion Date, the Issuer shall effect delivery of the relevant Shares through SIX SIS or any other of the Relevant Exchange's settlement organisations. At the time of such delivery of the Shares, the then-valid share registration rules of CSG shall apply and the relevant Holder shall be deemed to have applied to be registered as a shareholder in the shareholders' register of CSG. The Issuer does not offer any assurance or guarantee that the Holder to whom such Shares are delivered will be accepted as a shareholder with voting rights in the share register of CSG pursuant to such rules.

(iii) Inability of CSG to Deliver Shares

Notwithstanding clause (ii) of this Condition 3(e), should CSG become legally barred from creating and delivering, or otherwise be unable to create and deliver, Shares upon conversion of the MCNs pursuant to Condition 3(b), Condition 3(c) or Condition 9, the right of the Holders to receive Shares, and accordingly any claims of the Holders against the Issuer for the delivery of Shares, shall be suspended for the entire period during which CSG is unable to create and/or deliver Shares.

(iv) Taxes and other Costs

Any Swiss or Guernsey capital, stamp, issue, registration and transfer taxes and duties arising on the allotment, issue, transfer or delivery of Shares (including, any fees payable to the Relevant Exchange) upon the delivery in Switzerland of Shares upon the conversion of the MCNs shall be paid by the Issuer; *provided, however*, that the Issuer shall not pay (A) any tax payable in connection with any subsequent sale or transfer of Shares by the holder thereof, or (B) any tax or other cost payable in connection with the sale, transfer or delivery of Share(s) in or to a country other than Switzerland.

(f) *Purchase and Cancellation*

The Issuer, CSG and their respective subsidiaries may at any time and at any price purchase MCNs in the open market or otherwise. Any such purchase shall be made in accordance with applicable laws or regulations, including, without limitation, applicable stock exchange regulations. While any MCN so purchased are held by or on behalf of the Issuer, CSG or any of their respective subsidiaries, (i) the Holder of such MCN shall not be entitled to vote at any meetings of the Holders, and (ii) such MCN shall be deemed not to be outstanding for the purposes of calculating quorums at meetings of the Holders pursuant to Condition 16. Any MCN purchased by the Issuer, CSG or any of their respective subsidiaries may be held, resold (subject to compliance with applicable laws) or surrendered to the Principal Paying and Conversion Agent for cancellation.

All MCNs that are converted pursuant to Condition 3(b), Condition 3(c) or Condition 9 or purchased and surrendered to the Principal Paying and Conversion Agent for cancellation as described in the paragraph immediately above shall immediately be cancelled. All MCNs so cancelled shall be forwarded to the Principal Paying and Conversion Agent at the Specified Office and may not be reissued or resold.

4. Payments

- (a) The amounts required for the payment of the Fixed Interest Amount and Floating Interest Amounts, if any, and any other payments in cash to be made under these Terms of the MCNs shall be made available in good time in freely disposable CHF, which shall be placed at the free disposal of the Principal Paying and Conversion Agent in Switzerland on behalf of the Holders. If any date for payment in respect of any MCN is not a Business Day, the Holder thereof shall not be entitled to payment until the next following Business Day or to any interest or other sum in respect of such postponed payment.
- (b) The receipt by the Principal Paying and Conversion Agent of the payment of funds in CHF in Switzerland will release the Issuer from its obligations under the MCNs to the extent of such payment.
- (c) Notwithstanding the foregoing, if by making a payment under the Terms of the MCNs the Issuer would violate any law or mandatory regulation, the Issuer shall notify the Principal Paying and Conversion Agent at least 15 Business Days prior to the date on which such payment is scheduled to be made, and
 - (i) at the option of the Principal Paying and Conversion Agent, and as the Principal Paying and Conversion Agent shall specify to the Issuer not less than ten Business Days prior to the relevant payment date, make payment either (A) in CHF at such place as the Principal Paying and Conversion Agent shall have specified, or (B) in such Other Currency at such place as the Principal Paying and Conversion Agent shall have specified, in either case in such manner as shall not violate any law or mandatory regulation; or
 - (ii) if the Principal Paying and Conversion Agent shall fail to exercise its option under clause (i) of this Condition 4(c) or if none of the alternatives under clause (i) of this Condition 4(c) are available without violating any law or mandatory regulation, make payment in any Other Currency to the Principal Paying and Conversion Agent or any of its affiliates for the benefit of the Holders.
 - (iii) The amount of any payment in the relevant Other Currency pursuant to Condition 4(c), if applicable, shall be determined by converting the amount of the payment due in CHF into such Other Currency at the rate of exchange for wholesale purchases of such Other Currency with CHF in effect at the close of business in Zurich, Switzerland, on the Business Day immediately prior to the relevant payment date, as determined by the Principal Paying and Conversion Agent. The receipt by the Principal Paying and Conversion Agent of the payment of funds in such Other Currency will release the Issuer from its obligations under the MCNs to the extent of such payment.

5. Statute of Limitations

Claims for (a) payment of the Fixed Interest Amount or any Floating Interest Amount or (b) the delivery of the Shares will cease to be enforceable by legal action in accordance with the applicable

Swiss statute of limitations, which as of the Payment Date is (i) in the case of claims described in clause (a) above, five years, and (ii) in the case of claims described in clause (b) above, ten years, from the relevant due date for payment or delivery, as applicable.

6. Adjustments to the Conversion Price

For the avoidance of doubt, any adjustment to the Conversion Price in accordance with this Condition 6 shall result in a simultaneous adjustment of the Conversion Ratio.

(a) *Events leading to adjustments to the Conversion Price*

- (i) Increase of share capital by means of capitalisation of reserves, profits or premiums by distribution or division or consolidation of Shares

Subject to Condition 6(d), in the event of a change in CSG's share capital by capitalisation of reserves, profits or premiums, in each case, by means of the distribution of Shares, or as a result of the division or consolidation of Shares, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such change by the result of the following formula:

$$N_{\text{Old}} / N_{\text{New}}$$

where:

N_{Old} is the number of Shares existing immediately prior to the relevant change in CSG's share capital; and

N_{New} is the number of Shares existing immediately after giving effect to the relevant change in CSG's share capital;

provided, however, that this Condition 6(a)(i) shall not apply to any Scrip Dividend or other Non-Cash Distribution, the issuance or distribution of which shall result in an adjustment to the Conversion Price pursuant to Condition 6(a)(iii).

Any such adjustment shall become effective on the date on which the Shares are first traded ex-entitlement on the Relevant Exchange.

- (ii) Issues of Shares or Other Securities by way of conferring subscription or purchase rights

Subject to Condition 6(d), if (a) CSG grants to holders of Shares any rights or options, warrants or other rights to subscribe for or acquire Shares, Other Securities or securities convertible or exchangeable into Shares or Other Securities, or (b) any third party with the agreement of CSG issues to holders of Shares any rights, options or warrants to purchase any Shares, Other Securities or securities convertible or exchangeable into Shares or Other Securities (any right, option or warrant described in clause (a) or (b), a "**Purchase Right**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such grant or issuance by the result of the following formula:

$$(P_{\text{cum}} - R) / P_{\text{cum}}$$

where:

P_{cum} is the Volume Weighted Average Price of one Share on the later of (x) the Trading Day immediately preceding the date on which the Shares are first traded ex-Purchase Rights on the Relevant Exchange following the grant or

issuance, as applicable, of the relevant Purchase Right, and (y) the Trading Day on which the subscription or purchase price for the relevant Purchase Right is announced, or, if the day on which such subscription or purchase price is announced is not a Trading Day, the next following Trading Day; and

R is the value of the relevant Purchase Right relating to one Share or Other Security, as applicable, such value to be calculated as follows:

(A) if the relevant Purchase Right relates to Shares:

$$R = P_{\text{cum}} - \text{TERP}$$

where:

$$\text{TERP} = ((N_{\text{old}} \times P_{\text{cum}}) + (N_{\text{new}} \times (P_{\text{rights}} + \text{Div}))) / (N_{\text{old}} + N_{\text{new}})$$

and:

TERP is the theoretical ex-rights price; and

N_{old} is the number of Shares existing before the change in share capital; and

N_{new} is the number of Shares being newly issued; and

P_{rights} is the price at which one new Share can be subscribed, exercised or purchased; and

Div is the amount (in CHF) by which the dividend entitlement per existing Share exceeds the dividend entitlement per new Share, (x) if dividends have already been proposed to the general meeting of shareholders of CSG but not yet paid, based on the proposed dividend amount, or (y) if dividends have not yet been so proposed, based on the last dividend paid;

provided, however, that no such adjustment shall be made with respect to any Purchase Right relating to Shares if the subscription or purchase price for one new Share is at least 95 per cent. of P_{cum} ;

(B) if the relevant Purchase Right relates to Other Securities or to securities convertible or exchangeable into Shares or Other Securities and such Purchase Right or Other Securities are traded on a regulated stock exchange in Switzerland, the European Union, the United Kingdom, the United States of America, Canada or Japan:

$$R = N_{\text{rights}} \times P_{\text{rights}}$$

where:

N_{rights} is the number of Purchase Rights granted or issued per Share; and

P_{rights} is the average of the last paid prices (in CHF) (or, if no dealing is recorded, the arithmetic mean of the bid and offered prices) on a spot basis of one Purchase Right on each Trading Day on which such Purchase Rights are traded or, if the subscription or purchase period in respect thereof is longer than ten Trading Days, the average of the last paid prices (or, if no dealing is

recorded, the arithmetic mean of the bid and offered prices) on a spot basis on the first ten Trading Days of such period; and

(C) if neither clause (A) or (B) of this Condition 6(a)(ii) is applicable:

R shall be determined by a Common Expert.

Any such adjustment pursuant to this Condition 6(a)(ii) shall become effective on

- (1) in the case of clause (A) of this Condition 6(a)(ii), the date on which the Shares are first traded ex-Purchase Rights on the Relevant Exchange or, if the subscription or purchase price is announced only at a later time, the date that is one Trading Day after the announcement of the subscription or purchase price for the Purchase Right;
- (2) in the case of clause (B) of this Condition 6(a)(ii), the date that is five Trading Days after the earlier of (x) the end of the subscription or purchase period, and (y) the tenth day of the subscription or purchase period; and
- (3) in the case of clause (C) of this Condition 6(a)(ii), the date determined by the Common Expert.

(iii) Non-Cash Distributions, including Scrip Dividends

Subject to Condition 6(d), in the event of a Non-Cash Distribution, the Conversion Price shall be adjusted as follows:

(A) in the case of a Scrip Dividend, by multiplying the Conversion Price in force immediately prior to such Scrip Dividend by the result of the following formula:

$$N / (N + 1)$$

where:

N is the aggregate number of Shares entitling a holder of Shares to receive one Share pursuant to the terms of such Scrip Dividend;

(B) in the case of a Non-Cash Distribution (other than a Scrip Dividend) that (x) consists of securities that are traded on a regulated stock exchange in Switzerland, the European Union, the United Kingdom, the United States of America, Canada or Japan, or (y) has a value that is otherwise determinable by reference to a stock exchange quotation, by multiplying the Conversion Price in force immediately prior to such Non-Cash Distribution by the result of the following formula:

$$(P_{cum} - D) / P_{cum}$$

where

P_{cum} is the Volume Weighted Average Price of one Share on the later of (x) the Trading Day immediately preceding the date on which the Shares are first traded ex-Non-Cash Distribution on the Relevant Exchange following the relevant Non-Cash Distribution, and (y) the Trading Day on which the amount of the Non-Cash Distribution is announced, or, if the day on which the amount of the Non-Cash Distribution is announced is not a Trading Day, the next following Trading Day; and

- D is the value of the Non-Cash Distribution (in CHF) on the Trading Day immediately following the date in respect of which P_{cum} is determined, as determined by the Principal Paying and Conversion Agent;
- (C) in all other cases, by multiplying the Conversion Price in force immediately prior to such Non-Cash Distribution by the result of the following formula:

$$P_{after} / P_{before}$$

where:

P_{after} is the current market price per Share immediately after the date of such Non-Cash Distribution (for purposes of this Condition 6(a)(iii)(C), the “**Issue Date**”); and

P_{before} is the current market price per Share immediately prior to the Issue Date;

where for purposes of this provision the current market price per Share shall be deemed to be the average of the Volume Weighted Average Price of a Share (x) in the case of P_{before} , on each of the five consecutive Trading Days immediately preceding the Issue Date, and (y) in the case of P_{after} , on each of the five consecutive Trading Days immediately after the Issue Date, in each case, as determined by the Principal Paying and Conversion Agent.

Any such adjustment pursuant to this Condition 6(a)(iii) shall become effective (1) in the case of clauses (A) and (B) of this Condition 6(a)(iii), on the date on which the Non-Cash Distribution is made, and (2) in the case of clause (C) of this Condition 6(a)(iii), on the date that is the fifth Trading Day immediately after the Issue Date.

(iv) Other Events

If (A) the Issuer or the Guarantor determines, after consultation with the Principal Paying and Conversion Agent, or (B) the Principal Paying and Conversion Agent determines, after consultation with the Issuer and the Guarantor, or (C) Holders who hold MCNs representing in the aggregate at least 25 per cent. of the aggregate principal amount of MCNs then outstanding notify the Principal Paying and Conversion Agent in writing that they believe, that, notwithstanding clauses (i) to (iii) of this Condition 6(a), an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not described in this Condition 6(a) or circumstances have arisen that might have an adverse effect on the Holders’ right to receive Shares upon conversion of the MCNs and no adjustment to the Conversion Price under this Condition 6(a) would otherwise arise, the Principal Paying and Conversion Agent shall engage the services or obtain the advice of a Common Expert to determine as soon as practicable what adjustment, if any, to the Conversion Price or amendment, if any, to the terms of this Condition 6 would be fair and reasonable to take in order to take such events or circumstances into account and the date on which such adjustment or amendment should take effect; *provided, however*, that no such adjustment or amendment shall require the Guarantor or the Issuer to deliver any securities, cash or other assets to the Holders, other than any additional Shares that would be deliverable or payable upon conversion of the MCNs as a result of any such adjusted Conversion Price. The Principal Paying and Conversion Agent shall have no responsibility to make any enquiries as to whether or not any event has occurred that

might require an adjustment to the Conversion Price or amendment, if any, to the terms of this Condition 6.

(b) *Retroactive Adjustments*

If the date of delivery of any Shares upon conversion of any Holder's MCNs is after the relevant record date for any issue, sale, grant or offer leading to an adjustment pursuant to Condition 6(a), but the Conversion Date is before the relevant adjustment to the Conversion Price becomes effective thereunder, the Issuer shall (conditional upon the relevant adjustment becoming effective) ensure that there shall be issued to such Holder such additional number of Shares (if any) (the "**Additional Shares**") as, together with the Shares delivered or to be delivered upon conversion of such MCNs, is equal to the Shares that would have been required to be delivered upon conversion of such MCNs if the relevant adjustment to the Conversion Price had in fact been made and become effective immediately prior to the Conversion Date (the "**Retroactive Adjustment**"). Without prejudice to the provisions of Condition 3, upon a Retroactive Adjustment becoming effective in accordance with this Condition 6(b), the relevant Additional Shares shall be delivered as soon as possible after calculation of the number of the Additional Shares. Without prejudice to the foregoing and to mandatory provisions of applicable law, in the event that an issue, sale, grant or offer leading to an adjustment pursuant to Condition 6(a) is effected between the Conversion Date and the date of delivery of the relevant Additional Shares or any other record date for such issue, sale, grant or offer, the Issuer shall request a Common Expert to determine the amount of the further consideration to be made available to such Holder, so that such Holder may be substantially treated as if it Holder had actually received the relevant Additional Shares on the date of delivery of the Shares due upon the conversion of such MCNs.

(c) *Calculation and Notice of Adjustments*

- (i) Each adjustment to be made pursuant to Condition 6(a) shall be calculated by the Principal Paying and Conversion Agent and (in the absence of wilful misconduct, bad faith and manifest error) be binding on the Issuer, the Guarantor, the Holders and the Principal Paying and Conversion Agent, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer, the Guarantor or the Holders will attach to the Principal Paying and Conversion Agent in connection with the exercise or non-exercise by it of its powers and duties under this Condition 6.
- (ii) In the case of any adjustment pursuant to this Condition 6, the resulting Conversion Price, if not an integral multiple of CHF 0.01 (one hundredth of a Swiss franc), shall be rounded to the nearest whole or multiple of CHF 0.01, with CHF 0.005 (five thousandths of a Swiss franc) being rounded upwards.
- (iii) Upon any adjustment to the Conversion Price pursuant to this Condition 6, the Issuer shall notify the Holders thereof in accordance with Condition 12 as soon as practicable after the date on which such adjustment becomes effective.

(d) *Events not Giving Rise to Adjustments*

Notwithstanding the foregoing, no adjustment to the Conversion Price shall be made:

- (i) as a result of any issue or distribution of Shares or Other Securities if the pre-emptive right (*Bezugsrecht*) in respect thereof under the Swiss Code of Obligations has been validly excluded by resolution of the general meeting of shareholders or the Board of

Directors of CSG unless a pre-emptive right in respect thereof is granted indirectly to the shareholders by a third party with the agreement of CSG; or

- (ii) as a result of any public issue of bonds convertible into Shares or bonds with options to subscribe for Shares, such Shares being sourced from conditional capital (*bedingtes Kapital*), conversion capital (*Wandlungskapital*) or authorised capital (*genehmigtes Kapital*) of CSG, irrespective of whether in respect of such issue the preferential subscription rights to acquire such bonds (*Vorwegzeichnungsrecht*) have been excluded or not, unless preferential subscription rights have been granted and are traded on the Relevant Exchange; or
- (iii) as a result of the payment of any Cash Distribution; or
- (iv) if, as a result of any spin-off or capital distribution by CSG, CSG sells any share, right, warrant or other security representing the same (an “**Interest**”) in any of its subsidiaries to holders of Shares at fair value, and for this purpose:
 - (A) where such Interest is listed on, traded on, or dealt in any stock exchange, the fair value of such Interest shall be at least 95 per cent. of the average of the last paid prices therefor on such stock exchange (or, if more than one, the principal such stock exchange) on each of the ten Trading Days commencing on the 20th Trading Day before the day on which CSG officially announces the terms and conditions for such sale, as determined by the Principal Paying and Conversion Agent;
 - (B) where such Interest is not so listed, traded or dealt in, the fair value of such Interest shall be at least 95 per cent. of the intrinsic value thereof, and the Issuer shall instruct a Common Expert to determine as soon as practicable the intrinsic value of such Interest; or
- (v) if Shares or Other Securities (including rights or options in relation to Shares and Other Securities) are issued, offered or granted to, or for the benefit of, directors or employees, or former directors or employees, of CSG or any of its subsidiaries or any associated company or to trustees to be held for the benefit of any such person in any such case pursuant to any employee share or option scheme; or
- (vi) if an increase in the Conversion Price would result from such adjustment, except in case of an exchange of the Shares for Other Securities or a consolidation of Shares; or
- (vii) if such adjustment would result in the Conversion Price falling below the nominal value of a Share; *provided, however*, that, in such a case, (A) the Conversion Price shall be adjusted down to the nominal value of a Share (such adjustment becoming effective in accordance with the relevant clause of Condition 6(a)), and (B) the remaining reduction in the Conversion Price that would have otherwise been made as a result of such adjustment, as well as any subsequent adjustments that would otherwise be made pursuant to this Condition 6 but for this clause (vii), shall be carried forward and only applied if and to the extent the nominal value of a Share is subsequently reduced.

(e) *Common Expert*

- (i) Any determination made by a Common Expert that has been obtained from such Common Expert in accordance with and for purposes of these Terms of the MCNs shall (in the absence of wilful misconduct, bad faith and manifest error) be final and binding on the Issuer, the Guarantor, the Holders and the Principal Paying and

Conversion Agent, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer, the Guarantor or the Holders will attach to the Principal Paying and Conversion Agent in respect of any action taken, or suffered to be taken, by it in accordance with any such determination made by a Common Expert.

- (ii) The Principal Paying and Conversion Agent may engage the services or obtain the advice of a Common Expert whose services or advice the Principal Paying and Conversion Agent deems necessary to exercise its powers and perform its duties under this Condition 6, and rely upon any services and advice so obtained, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer, the Guarantor or the Holders will attach to the Principal Paying and Conversion Agent in connection with any taken or not taken in accordance with such services or advice.
- (iii) The fees and costs of any Common Expert shall be borne by the Issuer.

7. Taxation

All payments in respect of the MCNs by or on behalf of the Issuer to the Principal Paying and Conversion Agent pursuant to these Terms of the MCNs shall be made free and clear of, and without withholding or deduction for, any present or future taxes, duties, assessments or governmental charges of any nature (“**Taxes**”) imposed, levied, collected, withheld or assessed by or within Guernsey or Switzerland, as the case may be, or any political sub-division thereof or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In the event that any payment by or on behalf of the Issuer pursuant to these Terms of the MCNs is subject to withholding or deduction for, or on account of, any Taxes by requirement of law in Guernsey or Switzerland, as the case may be, or any political sub-division thereof or any authority therein or thereof having power to tax, such additional amounts (“**Additional Amounts**”) shall be payable by the Issuer as shall result in the Holders receiving the amounts that they would have received pursuant to these Terms of the MCNs if no such withholding or deduction had been required. However, no such Additional Amounts shall be payable on account of:

- (a) any Taxes that are payable by reason of the Holder of the relevant MCN having, or having had, some personal or business connection with Guernsey or Switzerland and not merely by reason of the holding of such MCN; or
- (b) any Taxes that are imposed or withheld pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (or any amended or successor version of such Sections), any U.S. Treasury regulations promulgated thereunder, any official interpretations thereof or any agreements entered into in connection with the implementation thereof; or
- (c) any combination of the items described in clauses (a) and (b) above.

8. Status

The MCNs constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer and without any preference among themselves, except for such preference as is provided by any mandatory applicable provision of law.

9. Accelerated Conversion

(a) Accelerated Conversion Event

Each of the following events shall constitute an “**Accelerated Conversion Event**”:

- (i) the Issuer or the Guarantor fails to pay any amount payable under these Terms of the MCNs or the Guarantee, respectively, when and as the same becomes due and payable, and such failure continues for a period of ten Business Days; or
- (ii) the Issuer or the Guarantor fails to perform or comply with any of its obligations under these Terms of the MCNs or the Guarantee, respectively (other than those described in clause (i) of this Condition 9(a)), and such failure is not remedied within 30 Business Days after written notice of such failure stating that such notice is a “Notice of Default” shall have been given to the Issuer and the Principal Paying and Conversion Agent at the Specified Office by any Holder; or
- (iii) the Issuer or CSG is (or is deemed by law or a court or a competent regulator to be) bankrupt or unable to pay its debts, stops or suspends payment of all or a material part of its debts, initiates or becomes subject to proceedings relating to itself under any applicable bankruptcy, liquidation, insolvency, composition (*Nachlassvertrag*), restoration/restructuring (*Sanierungsverfahren*), administration or insolvency law, proposes or makes a stay of execution, a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting any debts of the Issuer or CSG; or
- (iv) CSG fails to pay any amount due in respect of any of its present or future loans or indebtedness (excluding its obligations arising under the Guarantee) for or in respect of borrowed money or any indemnity in respect of any borrowed money, in each case after any applicable grace period, *provided* that the aggregate amount of the amounts so due and unpaid is greater than or equal to CHF 500,000,000 or its equivalent in another currency (on the basis of the middle spot rate for the relevant currency against the CHF as quoted by any leading bank at the place of payment of such debt on the day on which this clause (iv) operates, as determined by the Principal Paying and Conversion Agent); *provided, further*, that this clause (iv) shall not apply to any amount that a competent court or the Regulator has ordered not to be paid; or
- (v) a Take-over Bid is formally announced (A) by publication of either a pre-announcement (*Voranmeldung*) or a prospectus or offer notice, respectively, in the print media pursuant to the rules set forth in the FMIA and its implementing ordinances, or (B) pursuant to any other applicable regulation; or
- (vi) the (A) consolidation or merger of CSG with any other entity (other than a consolidation or merger pursuant to which CSG will be the resulting or surviving entity), or (B) sale or transfer of all or substantially all of the assets of CSG is approved by resolution of the general meeting of shareholders or, if no such approval is required under applicable law, is formally announced by CSG; or
- (vii) unless the Guarantor has been substituted for the Issuer as principal debtor under these Terms of the MCNs pursuant to Condition 10 or the Issuer and the Guarantor have merged, the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect.

(b) *Accelerated Conversion*

- (i) Upon the occurrence of any Accelerated Conversion Event, the Issuer shall (x) notify the Principal Paying and Conversion Agent of such occurrence without delay, which notice shall specify the relevant Accelerated Conversion Event, and (y) provide the Principal Paying and Conversion Agent with any documentation in connection with such Accelerated Conversion Event that it reasonably requests.
- (ii) If the Principal Paying and Conversion Agent determines that an Accelerated Conversion Event has occurred (whether or not the Issuer has complied with its notice obligations set forth in clause (i) of this Condition 9(b)),
 - (A) the Principal Paying and Conversion Agent shall (x) notify the Issuer of such determination in writing, and (y) notify the Holders of such determination in accordance with Condition 12 (such notice to the Holders, an “**Accelerated Conversion Notice**”), in each case, as soon as practicable after such determination and which notice shall specify the event that caused such Accelerated Conversion Event; and
 - (B) each outstanding MCN shall be converted, and, if applicable, each Holder shall be deemed to have exercised its right to convert the MCNs held by such Holder, on the applicable Conversion Date into such number of Shares as is equal to the Conversion Ratio in effect on such Conversion Date (subject as set out in Condition 3(a) in respect of a Holder holding more than one MCN) (such conversion, an “**Accelerated Conversion**”), and such Shares shall be delivered in accordance with Condition 3(e);

provided, however, that, in the case of an Accelerated Conversion Event described under clause (iii) of Condition 9(a), the Principal Paying and Conversion Agent is not required to notify the Issuer or the Holders thereof as described in clause (A) above.

10. **Substitution of the Issuer**

The Issuer (for purposes of this Condition 10, the “**Current Issuer**”) may, without the consent of the Holders, at any time, substitute CSG or any other entity (whether or not such entity is organised under the laws of Switzerland) (such substitute entity, the “**Substitute Issuer**”) for itself as principal debtor under the MCNs, *provided that*:

- (a) if the Substitute Issuer is CSG, interest on the MCNs on the next payment date under the MCNs would be payable without the deduction by the Substitute Issuer of Swiss withholding tax after giving effect to such substitution;
- (b) if the Substitute Issuer is not CSG, neither the Substitute Issuer nor the Guarantor would on the next payment date under the MCNs be required to pay any Additional Amounts under the MCNs or the Guarantee, respectively, after giving effect to such substitution that the Current Issuer or the Guarantor, respectively, would not have been required to pay if such substitution were not to occur;
- (c) the Substitute Issuer has obtained all necessary governmental authorisations of the jurisdiction in which it is domiciled and, if different, the jurisdiction in which it is deemed resident for tax purposes;
- (d) the Current Issuer and the Substitute Issuer have entered into such documents as are necessary to give effect to such substitution and pursuant to which (i) the Substitute Issuer has undertaken in favour of each Holder to be bound by these Terms of the MCNs as the

principal debtor under the MCNs in place of the Current Issuer, and (ii) the Substitute Issuer has assumed, and the Current Issuer has assigned to the Substitute Issuer, all the rights and obligations of the Current Issuer under the Share Purchase Agreements and the Agency Agreement;

- (e) if the Substitute Issuer is not CSG, at least 95 per cent. of the Substitute Issuer's capital and voting rights are held, directly or indirectly, by CSG;
- (f) if the Current Issuer is CSG, CSG has issued a guarantee for the benefit of the Holders on substantially the same terms as the Guarantee;
- (g) the SIX Swiss Exchange shall have confirmed that, following such substitution, the MCNs will continue to be listed on the SIX Swiss Exchange;
- (h) the Substitute Issuer and the Current Issuer have obtained legal opinions from independent legal advisors of recognised standing in the jurisdiction of incorporation of the Substitute Issuer and in Switzerland that (i) the obligations of the Substitute Issuer under the MCNs are legal, valid and binding obligations and that all authorisations as aforesaid have been obtained, and (ii) if the Substitute Issuer is not CSG, the obligations of the Guarantor under the Guarantee after giving effect to such substitution are its legal, valid and binding obligations; and
- (i) if the Substitute Issuer is not organised under the laws of Switzerland, the Substitute Issuer has appointed a process agent as its agent in Switzerland to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the MCNs.

Upon any such substitution, (i) the Current Issuer will be released from all its obligations under the MCNs, (ii) each reference in these Terms of the MCNs to the "Issuer" shall be deemed to refer to the Substitute Issuer, (iii) each reference in these Terms of the MCNs to "Guernsey" (as far as made in connection with the Issuer) shall be deemed to refer to the jurisdiction in which the Substitute Issuer is domiciled and, if different, the jurisdiction in which the Substitute Issuer is deemed resident for tax purposes, and (iv) if the Substitute Issuer is CSG, (x) the Guarantee will cease to exist, and (y) each reference to the "Guarantor" or the "Guarantee" in these Terms of the MCNs will cease to apply, except that references to the "Guarantor" and the "Guarantee" in clauses (b) and (f) of this Condition 10 will remain applicable and such references to the "Guarantee" will be deemed to mean the Guarantee as in effect immediately prior to such substitution.

The Holders shall be notified of any such substitution in accordance with Condition 12.

11. Guarantee

The Guarantor has for the benefit of the Holders issued, on a subordinated basis to the extent described therein, the following unconditional and irrevocable guarantee (the "**Guarantee**"):

Quote

Guarantee

(within the meaning of article 111 of the Swiss Code of Obligations, this "**Guarantee**")

1. Credit Suisse Group AG (the "**Guarantor**"), being informed that Credit Suisse Group (Guernsey) VII, Limited, Helvetia Court, South Esplanade, St. Peter Port, Guernsey, GY1 3WF, Channel Islands (the "**Issuer**") issued and sold CHF [●]* 3.00 per cent. Series A Mandatory Convertible Notes due 2021 (the "**MCNs**"), which are mandatorily convertible into Shares (such term and each other capitalised term used

but not defined herein, as defined in the Terms and Conditions (the “**Terms of the MCNs**”), hereby irrevocably and unconditionally:

- (a) guarantees, on a subordinated basis to the extent described herein, to the holders of the MCNs (the “**Holders**”) in accordance with article 111 of the Swiss Code of Obligations, as primary obligor and not merely as a surety (*Bürgschaft*), (i) the due and punctual payment of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other amounts payable by the Issuer under the Terms of the MCNs as and when the same become due pursuant to the Terms of the MCNs, and (ii) upon conversion of the MCNs pursuant to the Terms of the MCNs and subject to Article 3 hereof, the due and punctual delivery of the Shares deliverable by the Issuer under the Terms of the MCNs as when the same become deliverable pursuant to the Terms of the MCNs; and
 - (b) agrees that it will pay (or cause to be paid) the relevant amount, or deliver (or cause to be delivered) the relevant Shares, on first demand to the Principal Paying and Conversion Agent on behalf of the Holders, irrespective of the validity of the MCNs, waiving all rights or objection and defence arising from the MCNs and without requiring any Holder first to take steps against the Issuer or any other person, within seven days after receipt by the Guarantor of the written request for such payment or such delivery from one or more Holders and its confirmation in writing that the Issuer has not met (i) its payment obligations owed to such Holder(s) under the MCNs on the relevant date on which such payment first became due under the MCNs in the amount called under this Guarantee, and/or (ii) its obligations to deliver Shares owed to such Holder(s) under the MCNs on the relevant date on which such Shares first became deliverable under the MCNs, such number of undelivered Shares being equal to the number of Shares called for delivery under this Guarantee, as applicable.
2. All payments in respect of the MCNs by or on behalf of the Guarantor under this Guarantee to the Principal Paying and Conversion Agent shall be made free and clear of, and without withholding or deduction for, any present or future taxes, duties, assessments or governmental charges of any nature (“**Taxes**”) imposed, levied, collected, withheld or assessed by or within Switzerland or any political sub-division thereof or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In the event that any payment by or on behalf of the Guarantor under this Guarantee is subject to withholding or deduction for, or on account of, any Taxes by requirement of law in Switzerland or any political sub-division thereof or authority therein or thereof having the power to tax, such additional amounts (“**Additional Amounts**”) shall be payable by the Guarantor as shall result in the Holders receiving the amounts that they would have received under this Guarantee if no such withholding or deduction had been required. However, no such Additional Amounts shall be payable on account of:
- (a) any Taxes that are payable by reason of the Holder of the relevant MCN having, or having had, some personal or business connection with Switzerland and not merely by reason of the holding of such MCN; or
 - (b) any Taxes that are imposed or withheld pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (or any amended or successor version of such Sections), any U.S. Treasury regulations

promulgated thereunder, any official interpretations thereof or any agreements entered into in connection with the implementation thereof; or

- (c) the combination of the items described in clauses (a) and (b) above.
3. For the duration of any suspension pursuant to Condition 3(e)(iii) of the Terms of the MCNs, the Guarantor shall not be obliged to create and deliver Shares and, accordingly, any claims of the Holders against the Guarantor for the delivery of Shares shall be suspended.
 4. This Guarantee constitutes a direct, unconditional, unsecured and, to the extent described below, subordinated, obligation of the Guarantor.
 - (a) Should the Guarantor become bankrupt or be liquidated or otherwise wound-up, the claims of each Holder against the Guarantor under this Guarantee for the delivery of Shares shall be converted into a monetary claim against the Guarantor that entitles such Holder to participate in the liquidation proceeds of the Guarantor as if a holder of Shares, and not as a creditor, *pro rata* in accordance with the number of Shares to which such Holder would have been entitled if its MCNs had been converted into the number of Shares per MCN as is equal to the Conversion Ratio on the date that such bankruptcy, liquidation or other winding-up commenced. Claims of Holders in respect of the Fixed Interest Amount, Floating Interest Amounts, if any, or any other monetary amounts due and payable under this Guarantee shall comprise a claim in the liquidation proceeds of the Guarantor for such amounts.
 - (b) Save for such obligations as may be preferred by mandatory provisions of applicable law, the claims of a Holder against the Guarantor under this Guarantee shall rank as follows: (i) monetary claims in lieu of the delivery of Shares shall rank junior to the claims of all creditors of the Guarantor and *pari passu* with the rights of the holders of Shares; and (ii) claims in respect of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other monetary amounts due and payable under this Guarantee shall rank *pari passu* with the claims of all unsecured and unsubordinated creditors of the Guarantor.
 5. All payments by the Guarantor under this Guarantee will be made by the Guarantor in CHF to the Principal Paying and Conversion Agent on behalf of the Holders. The receipt by the Principal Paying and Conversion Agent of the payment of funds in CHF will release the Guarantor from its obligations under this Guarantee to the extent of such payment.
 6. Any amount received or recovered in a currency other than CHF (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Holder in respect of any sum expressed to be due to it from the Guarantor under this Guarantee shall only constitute a discharge to the Guarantor to the extent of the amount in CHF of payment under this Guarantee that such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount in CHF that such Holder is able to purchase is less than the amount owed by the Guarantor to such Holder under this Guarantee, the Guarantor shall indemnify such Holder against any loss sustained by it

as a result. In any event, the Guarantor shall indemnify such Holder against the cost of making any such purchase. For the purposes of this Article 6, it shall be sufficient for the Holder to demonstrate that it would have suffered a loss had an actual purchase been made. The indemnities under this Article 6 will (a) constitute a separate and independent obligation from the Guarantor's other obligations, (b) give rise to a separate and independent cause of action, (c) apply irrespective of any indulgence granted by any Holder, and (d) continue in full force and effect despite any other judgement, order, claim or proof for a liquidated amount in respect of any sum due under any MCN or any other judgement or order.

7. For so long as any MCN is outstanding, the Guarantor shall use its reasonable best efforts to maintain a listing for all issued Shares on the SIX Swiss Exchange or any other Relevant Exchange.
8. This Guarantee shall give rise to a separate and independent cause of action against the Guarantor, shall apply irrespective of any indulgence or waiver granted to the Issuer by any Holder from time to time and shall continue in full force and effect notwithstanding any judgement or order against the Issuer and/or the Guarantor.
9. Subject to the immediately succeeding paragraph, for so long as any MCN is outstanding, any amendment or modification to this Guarantee will require the consent of Holders holding MCNs with an aggregate principal amount equal to or greater than two-thirds of the aggregate principal amount of the outstanding MCNs in accordance with Condition 16 of the Terms of the MCNs.

Notwithstanding the paragraph immediately above, the Guarantor may, subject to the mandatory provisions of Swiss law, without the consent or approval of the Holders, make such amendments to the terms of this Guarantee that in its opinion are formal, minor or technical in nature, or made to correct a manifest error, or that in its opinion are not materially prejudicial to the interests of the Holders. The Guarantor shall notify the Holders of any amendment made pursuant to this Article 9 in accordance with Condition 12 of the Terms of the MCNs, which notice shall state the date on which such amendment will be effective. Any amendment made pursuant to this Article 9 will be binding on the Holders in accordance with its terms.

10. This Guarantee is governed by and construed in accordance with the laws of Switzerland.

Any dispute arising out of or in connection with this Guarantee shall be settled in accordance with Swiss law and shall fall within the exclusive jurisdiction of the courts of the City of Zurich and, if permitted, the Commercial Court of the Canton of Zurich, the place of jurisdiction being Zurich 1.

Unquote

12. Notices

All notices to Holders shall be given by the Issuer (a) for so long as the MCNs are listed on the SIX Swiss Exchange, either (i) by means of electronic publication on the internet website of the SIX Swiss Exchange (<https://www.six-group.com/en/products-services/the-swiss-stock-exchange.html>), where notices are currently published under the address <https://www.six-group.com/en/newsroom/news.html#c=/content/six/global/en/taxonomy/business-unit/the-swiss-stock-exchange>, or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange, which notice will be deemed to be validly given on the date of such publication or, if published

more than once, on the date of the first such publication, and (b) otherwise, notices to Holders shall be given by communication through the Principal Paying and Conversion Agent to SIX SIS (or such other Intermediary) for forwarding to the Holders, which notice will be deemed to be validly given on the date of communication to SIX SIS (or such Intermediary).

13. Reserved

14. Currency Indemnity

Any amount received or recovered in a currency other than CHF (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in CHF of payment under the relevant MCN that such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount in CHF that such Holder is able to purchase is less than the amount owed by the Issuer to such Holder under the relevant MCN, the Issuer shall indemnify such Holder against any loss sustained by it as a result. In any event, the Issuer shall indemnify such Holder against the cost of making any such purchase. For the purposes of this Condition 14, it shall be sufficient for the Holder to demonstrate that it would have suffered a loss had an actual purchase been made. The indemnities under this Condition 14 will (a) constitute a separate and independent obligation from the Issuer's other obligations, (b) give rise to a separate and independent cause of action, (c) apply irrespective of any indulgence granted by any Holder, and (d) continue in full force and effect despite any other judgement, order, claim or proof for a liquidated amount in respect of any sum due under any MCN or any other judgement or order.

15. Governing Law and Jurisdiction

These Terms of the MCNs, the MCNs and the Permanent Global Certificates are governed by and construed in accordance with the substantive laws of Switzerland.

Any dispute arising from or in connection with these Terms of the MCNs, the MCNs or the Permanent Global Certificates shall be settled in accordance with Swiss law and fall within the exclusive jurisdiction of the courts of the City of Zurich, Switzerland, and, if permitted, the Commercial Court of the Canton of Zurich, the place of jurisdiction being Zurich 1. The submission of the Issuer to the exclusive jurisdiction is made for the benefit of the Holders only.

The Issuer designates CSG as its representative for the service of judicial documents pursuant to article 140 of the Swiss Civil Procedure Code, and elects special domicile pursuant to article 50 of the Swiss Act of Debt Enforcement and Bankruptcy at the offices of CSG in Zurich, Switzerland.

The Issuer shall be discharged by and to the extent of any payment or delivery of Shares made in respect of any MCN to a person recognised as a creditor by an enforceable judgement of a Swiss court or any court charged to adjudicate pursuant to the following paragraph.

The Holders are also at liberty to enforce their rights and to take legal action against the Issuer before the competent courts of the domicile of the Issuer or any other competent court or authority, in which case the laws of Switzerland shall be applicable as provided for in the first paragraph of this Condition 15.

16. Holders' Meetings

The provisions on bondholder meetings contained in article 1157 et seq. (other than article 1157 paragraph (1) and articles 1176 – 1179) of the Swiss Code of Obligations shall apply in relation to meetings of Holders.

17. Amendment

Notwithstanding Condition 16, the Issuer may, subject to mandatory provisions of Swiss law, without the consent or approval of the Holders, make such amendments to these Terms of the MCNs as it considers necessary or desirable to give effect to the provisions of Condition 10 and such other changes that in its opinion are of a formal, minor or technical nature or made to correct a manifest or proven error or that in its opinion are not materially prejudicial to the interests of the Holders.

The Issuer shall notify the Holders of any amendment made pursuant to this Condition 17 in accordance with Condition 12, which notice shall state the date on which such amendment will be effective. Any amendment made pursuant to this Article 17 will be binding on the Holders in accordance with its terms.

18. Role of Credit Suisse AG

Credit Suisse AG has been appointed to act as Principal Paying and Conversion Agent with respect to the MCNs and Transfer Agent with respect to the Restricted MCNs. In acting as the Principal Paying and Conversion Agent and the Transfer Agent, Credit Suisse AG is acting solely as agent of the Issuer and does not assume any obligation to, or relationship of agency or trust with, any Holders.

19. Definitions

In these Terms of the MCNs:

- (1) “**Accelerated Conversion**” has the meaning assigned to such term in Condition 9(b);
- (2) “**Accelerated Conversion Event**” has the meaning assigned to such term in Condition 9(a);
- (3) “**Accelerated Conversion Notice**” has the meaning assigned to such term in Condition 9(b);
- (4) “**Additional Amounts**” has the meaning assigned to such term in Condition 7;
- (5) “**Additional Shares**” has the meaning assigned to such term in Condition 6(b);
- (6) “**Agency Agreement**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (7) “**Auditor**” means the accounting firm appointed by the Board of Directors or shareholders of CSG, as the case may be, to provide, *inter alia*, audit and review opinions on CSG’s financial statements;
- (8) “**Business Day**” means any day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich and Guernsey;
- (9) “**Cash Distribution**” means any dividend or other distribution paid or made in cash by CSG to holders of Shares and charged or provided for in the accounts of CSG (including, without

limitation, any dividend payment on, or repayment in part on the nominal amount of, the Shares);

- (10) “**CHF**” means Swiss francs, the lawful currency of Switzerland;
- (11) “**Common Expert**” means an independent investment bank of international repute or an independent law firm or accounting firm of international repute (any such bank or firm, an “**Expert**”) selected by the Issuer and the Principal Paying and Conversion Agent by mutual agreement and appointed as Common Expert for purposes of these Terms of the MCNs; *provided, however, that*
- (a) if the Issuer and the Principal Paying and Conversion Agent do not mutually agree on an Expert within seven days after the date on which the appointment process has commenced, each of the Issuer and the Principal Paying and Conversion Agent shall appoint an Expert, which two Experts so appointed shall together by mutual agreement select a third Expert to be appointed;
 - (b) if the two Experts described in clause (a) of this definition do not mutually agree on a third Expert within seven days after the date on which they have being appointed (or, if appointed on different days, the later of two dates on which each Expert was appointed), (i) each Expert shall select another Expert, and (ii) a Swiss notary public appointed by the Principal Paying and Conversion Agent shall select one of these two Experts to be appointed the third Expert by drawing lots; and
 - (c) in the case of the appointment of three Experts pursuant to clause (a) or (b) of this definition, references in these Terms of the MCNs to the “Common Expert” shall be deemed to refer to these three Experts, which Experts shall make decisions by majority decision;
- (12) “**Condition**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (13) “**Conversion Date**” means (a) in the case of an Accelerated Conversion caused by an event described in Condition 9(a)(iii), the date on which such event occurred, (b) in the case of an Accelerated Conversion not caused by an event described in Condition 9(a)(ii), the first Trading Day immediately following the date on which the relevant Accelerated Conversion Notice is published, (c) in the case of a conversion pursuant to Condition 3(c), the date on which the applicable Optional Conversion Notice is deemed to have been delivered by the relevant Holder in accordance with Condition 3(e)(i), and (d) in the case of a conversion pursuant to Condition 3(b), the Maturity Date;
- (14) “**Conversion Price**” means, initially, CHF [•]* or, at any time thereafter, if the Conversion Price has been adjusted pursuant to Condition 6, the adjusted Conversion Price at such time;
- (15) “**Conversion Ratio**” means the number of Shares to be delivered upon conversion of one MCN as determined pursuant to Condition 3(a);
- (16) “**Current Issuer**” has the meaning assigned to such term in Condition 10;
- (17) “**Current Market Price**” means, in respect of a Share on any day, the average of the daily Volume Weighted Average Price of a Share on each of the five consecutive Trading Days ending on the Trading Day immediately preceding such day, *provided that*, if at any time during the said five-Trading-Day period the Volume Weighted Average Price shall have been based on a price ex-dividend (or ex- any other entitlement) and during some other part

of that period the Volume Weighted Average Price shall have been based on a price cum-dividend (or cum- any other entitlement), then:

- (a) if the Shares to be issued or delivered do not rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price cum-dividend (or cum- any other entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such dividend or entitlement per Share as at the date of first public announcement relating to such dividend or entitlement; or
- (b) if the Shares to be issued or delivered do rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price ex-dividend (or ex- any other entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such dividend or entitlement per Share as at the date of first public announcement relating to such dividend or entitlement,

and *provided, further*, that, if on each of the said five Trading Days the Volume Weighted Average Price shall have been based on a price cum-dividend (or cum- any other entitlement) in respect of a dividend (or other entitlement) that has been declared or announced but the Shares to be issued or delivered do not rank for that dividend (or other entitlement), the Volume Weighted Average Price on each of such dates shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such dividend or entitlement per Share as at the date of first public announcement relating to such dividend or entitlement,

and *provided, further*, that, if the Volume Weighted Average Price of a Share is not available on one or more of the said five Trading Days (disregarding for this purpose the proviso to the definition of Volume Weighted Average Price), then the average of such Volume Weighted Average Prices that are available in that five-Trading-Day period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price is available in the relevant period, the Current Market Price shall be determined in good faith by a Common Expert;

- (18) “**Expert**” has the meaning assigned to such term in the definition of the term “Common Expert”;
- (19) “**Fair Market Value**” means with respect to any property (other than cash) at any time, the fair market value of such property at such time, as determined by a Common Expert on the basis of a commonly accepted valuation method; *provided, however*, that any amount or value in a currency other than CHF shall be translated into CHF at the Screen Rate at the relevant time;
- (20) “**Fixed Interest Amount**” means CHF 3,000, which is equivalent to the amount of interest that would be accrued as at the Fixed Interest Payment Date on the principal amount of one MCN (i.e., CHF 200,000) bearing interest at the Interest Rate from and excluding the Payment Date to and including the Fixed Interest Payment Date, calculated on a 30E/360 basis (i.e., on the basis of a year consisting of 12 months of 30 days each);
- (21) “**Fixed Interest Payment Date**” means the Maturity Date;
- (22) “**Floating Interest Amount**” means, with respect to any Cash Distribution, an amount in CHF equal to the CHF amount (on a gross basis) that a holder of such number of Shares as would be deliverable upon conversion of one MCN at the Conversion Ratio in effect on the

relevant Floating Interest Payment Date would have received as part of such Cash Distribution; *provided, however*, that, in the case of a Cash Distribution pursuant to which holders of Shares may elect to receive either cash or Shares in lieu of cash or a combination thereof, only the dividend or other distribution made by CSG in cash shall be used to determine the Floating Interest Amount with respect to such Cash Distribution;

- (23) “**Floating Interest Payment Date**” means, with respect to any Floating Interest Amount, (a) if the relevant Cash Distribution was made or paid prior to the Payment Date, the later of (i) the first day after the date on which such Cash Distribution is made or paid, and (ii) the date falling five Business Days after the Payment Date, and (b) otherwise, the first day after the date on which the relevant Cash Distribution is made or paid;
- (24) “**FMIA**” means the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading (Financial Market Infrastructure Act, FinMIA) of 19 June 2015, as amended;
- (25) “**Fractions**” means fractions of Shares;
- (26) “**Group**” means CSG together with, from time to time, its consolidated subsidiaries;
- (27) “**Guarantee**” has the meaning assigned to such term in Condition 11;
- (28) “**Guarantor**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (29) “**Holder**” has the meaning assigned to such term in Condition 1(c);
- (30) “**Interest**” has the meaning assigned to such term in Condition 6(d);
- (31) “**Interest Rate**” means 3.00 per cent. per annum;
- (32) “**Intermediary**” has the meaning assigned to such term in Condition 1(b);
- (33) “**Intermediated Securities**” has the meaning given to it in Condition 1(b);
- (34) “**Issue Date**” has the meaning assigned to such term in Condition 6(a)(iii);
- (35) “**Issuer**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (36) “**Maturity Date**” means 12 November 2021;
- (37) “**MCN**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (38) “**Non-Cash Distribution**” means the issuance or distribution by CSG of any assets (other than Cash Distributions), evidence of indebtedness of CSG, put options or other rights to holders of Shares in respect of a spin-off or a capital distribution other than a Cash Distribution;
- (39) “**Number of Shares**” means, with respect to any issue of Shares or Rights or any amendment of the terms of any Rights (other than in accordance with their terms of issue), the following:
 - (a) in the case of an issue of Shares, the aggregate number of Shares so issued; and
 - (b) in the case of an issue of Rights or the amendment of the terms of any Rights (other than in accordance with the terms thereof), the number of Shares to be issued upon (and assuming) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Rights at the initial price or

rate or (in the case of an amendment to the terms of such Rights) the amended price or rate;

- (40) “**Optional Conversion Period**” means the period from (and including) the date falling 40 days after the Payment Date and ending on (but excluding) the tenth Trading Day prior to the Maturity Date;
- (41) “**Optional Conversion Notice**” has the meaning assigned to such term in Condition 3(e)(i);
- (42) “**Other Currency**” means any currency freely convertible into CHF, such as the euro or U.S. Dollars;
- (43) “**Other Securities**” means equity securities of CSG other than the Shares;
- (44) “**Payment Date**” means 12 May 2021;
- (45) “**Permanent Global Certificate**” has the meaning assigned to such term in Condition 1(b);
- (46) “**Pricing Date**” means 23 April 2021
- (47) “**Principal Paying and Conversion Agent**” means Credit Suisse AG, in its capacity as principal paying and conversion agent for the MCNs, and includes any successor to Credit Suisse AG, in its capacity as Principal Paying and Conversion Agent, appointed as such by the Issuer and the Guarantor in accordance with the terms of the Agency Agreement;
- (48) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (49) “**Regulator**” means, at any time, the national regulator having the leading authority to supervise and regulate CSG with respect to its consolidated capital adequacy at such time, which at the Payment Date is the Swiss Financial Market Supervisory Authority FINMA;
- (50) “**Relevant Exchange**” means (a) in the case of Shares, the SIX Swiss Exchange (Main Standard) or any successor thereof or, if the Shares are no longer admitted to trading on SIX Swiss Exchange, the principal stock exchange or securities market on which the Shares are traded, and (b) in the case of other securities, the principal stock exchange or securities market on which the other securities are traded;
- (51) “**Restricted MCN**” has the meaning assigned to such term in Condition 1(f);
- (52) “**Retroactive Adjustment**” has the meaning assigned to such term in Condition 6(b);
- (53) “**Right**” means any option, warrant or other right that by its terms of issue carries a right to subscribe for, purchase or otherwise acquire, or is mandatorily convertible into, Shares, excluding any instrument eligible to be qualified as regulatory capital under the Ordinance concerning Capital Adequacy and Risk Diversification for Banks and Securities Dealers dated 1 June 2012, as amended, that, pursuant to its terms or by operation of law, is capable of being converted into equity and/or being written off;
- (54) “**Screen Rate**” means, on any day and, in respect of the translation or conversion of CHF into another currency, the rate of exchange between CHF and such other currency appearing on Reuters page ECB 37 on such day, or, if such page is not available or such rate of exchange does not appear on such page on such day, the rate of exchange between CHF and such other currency appearing on such other screen or information service, or determined in such other manner, as the Principal Paying and Conversion Agent shall reasonably determine;
- (55) “**Scrip Dividend**” means a Non-Cash Distribution pursuant to which holders of Shares receive Shares in lieu of cash; *provided, however*, that a Non-Cash Distribution pursuant to

which holders of Shares may elect to receive either cash or Shares in lieu of cash or a combination thereof shall not be considered to be a Scrip Dividend;

- (56) “**Share Purchase Agreements**” means the share purchase option agreement and the share purchase and delivery agreement to be dated on or before the Payment Date, between the Issuer and CSG, as each may be amended, supplemented, restated or otherwise modified from time to time;
- (57) “**Shares**” means the fully paid registered shares of CSG, which as of the Payment Date have a nominal value of CHF 0.04 each;
- (58) “**SIX SIS**” means the SIX SIS Ltd or any successor to SIX SIS Ltd;
- (59) “**Specified Office**” means in the case of Credit Suisse AG, as Principal Paying and Conversion Agent or Transfer Agent, Credit Suisse AG, Uetlibergstrasse 231, attention: MOAG 23, CA Processing Funds, Derivatives and Proxy, 8045 Zurich, Switzerland (e-mail: cap.warrants@credit-suisse.com), or such other office as the Principal Paying and Conversion or the Transfer Agent may designate from time to time by providing notice to the Issuer and the Holders in writing in accordance with Condition 12;
- (60) “**Subsidiary**” means, with respect to any entity, a direct or indirect subsidiary of such entity within the meaning of applicable Swiss law;
- (61) “**Substitute Issuer**” has the meaning assigned to such term in Condition 10;
- (62) “**Take-over Bid**” means any take-over bid addressed to the shareholders of CSG being made for all Shares, whether in accordance with Chapter 4 (Public Takeover Offers) of Title 3 of the FMIA and its implementing ordinances or any other applicable take-over regulation;
- (63) “**Taxes**” has the meaning assigned to such term in Condition 7;
- (64) “**Trading Day**” means any day (other than a Saturday or Sunday) on which the Relevant Exchange is open for business and Shares may be dealt in;
- (65) “**Transfer Agent**” means Credit Suisse AG, in its capacity as transfer agent for the Restricted MCNs, and includes any successor to Credit Suisse AG, in its capacity as Transfer Agent, appointed as such by the Issuer;
- (66) “**U.S. Securities Act**” means the U.S. Securities Act of 1933, as amended; and
- (67) “**Volume Weighted Average Price**” means, in respect of a Share on any Trading Day, the volume-weighted average price of a Share on such Trading Day on the Relevant Exchange as published by or derived from Bloomberg Page CSGN SW Equity HP (setting Weighted Average Line) or such other source as shall be determined in good faith to be appropriate by a Common Expert on such Trading Day; *provided, however*, that if on any such Trading Day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share in respect of such Trading Day shall be (a) the Volume Weighted Average Price on the immediately preceding Trading Day on which the same can be so determined as provided above or (b) determined as a Common Expert might otherwise determine in good faith to be appropriate.

TERMS AND CONDITIONS OF THE SERIES B MANDATORY CONVERTIBLE NOTES

The following (excluding this paragraph) is the text of the terms and conditions that shall be applicable to the Series B MCNs (the “Terms of the Series B MCNs”). The full text of the Terms of the Series B MCNs shall be annexed to the Permanent Global Certificates (as defined in the Terms of the Series B MCNs).

The CHF [•]* 3.00 per cent. Series B Mandatory Convertible Notes due 2021 (the “MCNs”) issued by Credit Suisse Group (Guernsey) VII, Limited, Helvetia Court, South Esplanade, St. Peter Port, Guernsey, GY1 3WF, Channel Islands (the “Issuer”), and mandatorily convertible into Shares (as defined below), and unconditionally and irrevocably guaranteed, on a subordinated basis to the extent described herein, by Credit Suisse Group AG, Paradeplatz 8, 8001 Zurich, Switzerland (“CSG” or, in its capacity as guarantor of the MCNs, the “Guarantor”), are subject to these terms and conditions (each, a “Condition” and, collectively, these “Terms of the MCNs”). The Permanent Global Certificates (as defined below) are set out in the paying and conversion agency agreement dated as of 6 May 2021 (as amended, supplemented, restated or otherwise modified from time to time, the “Agency Agreement”), among the Issuer, the Guarantor and Credit Suisse AG as Principal Paying and Conversion Agent (as defined below).

1. Principal Amount, Denomination and Form and Transfer of the MCNs

- (a) The initial aggregate principal amount of the MCNs will be CHF [•]*, divided into [•]* MCNs with a principal amount of CHF 1,000 each. The MCNs may be held and transferred only in minimum denominations of CHF 1,000 and integral multiples thereof.
- (b) The MCNs and all rights in connection therewith are documented in the form of one or more permanent global certificates (*Globalurkunden auf Dauer*) pursuant to article 973b of the Swiss Code of Obligations (each, a “Permanent Global Certificate”), which will be deposited by the Principal Paying and Conversion Agent with SIX SIS or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIX SIS or any such other intermediary, the “Intermediary”). Once the Permanent Global Certificates are deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the MCNs will constitute intermediated securities (*Bucheffekten*) (“Intermediated Securities”) in accordance with the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).
- (c) Each holder of MCNs (each, a “Holder”, and, collectively, the “Holders”) will have a quotal co-ownership interest (*Miteigentumsanteil*) in the Permanent Global Certificates to the extent of its claim against the Issuer, *provided* that, for so long as the Permanent Global Certificates remain deposited with the Intermediary, such co-ownership interest will be suspended and the MCNs may only be transferred by the entry of the transferred MCNs in a securities account (*Effektenkonto*) of the relevant transferee.
- (d) The records of the Intermediary will determine the number of MCNs held through each participant of the Intermediary. So long as an MCNs constitute Intermediated Securities, the Holders will be the persons holding the MCNs in a securities account (*Effektenkonto*) that is in their name or, in the case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding the MCNs for their own account in a securities account (*Effektenkonto*) that is in their name.
- (e) The conversion of the Permanent Global Certificates into uncertificated securities (*Wertrechte*) or individually certificated securities (*Wertpapiere*) is excluded. Neither the Issuer nor the Holders nor the Principal Paying and Conversion Agent nor any other party

will at any time have the right to effect or demand the conversion of the Permanent Global Certificates into, or the delivery of, uncertificated securities (*Wertrechte*) or individually certificated securities (*Wertpapiere*).

- (f) Each MCN that is placed with Holders who are U.S. persons within the meaning of Regulation S (any such MCN, a “**Restricted MCN**”), shall be subject to the restrictions on transfer set forth below, and each Holder thereof, by such Holder’s acceptance of such Restricted MCN, agrees to be bound by such restrictions. As used in this Condition 1(f), the term “transfer” includes any sale, pledge, transfer or other disposition. Each Restricted MCN, and the Shares issuable upon conversion of each Restricted MCN, have not been registered under the U.S. Securities Act and may not be offered or transferred until the date that is one year after the original issue date of such MCN (or such shorter period of time as may be permitted by Rule 144 under the U.S. Securities Act), except (i) to CSG or any subsidiary thereof or (ii) pursuant to an exemption from the registration requirements of the U.S. Securities Act. In connection with and prior to any transfer of any Restricted MCN, (A) in the case of any sale or other transfer thereof to non-“U.S. persons” in “offshore transactions” each as defined in and made pursuant to Regulation S, the transferor shall advise the Transfer Agent in writing (which may be by means of e-mail if so agreed by the Transfer Agent) that such sale is being conducted in compliance with Regulation S, or (B) in the case of any other transfer, the transferee shall provide the Transfer Agent with an executed transfer letter substantially in the form that may be obtained from the Transfer Agent. The Transfer Agent shall not register any transfer of a Restricted MCN not made in accordance with such restrictions on transfer. Upon any transfer of a Restricted MCN pursuant to clause (A) of the preceding sentence, the Transfer Agent and the Principal Paying and Conversion Agent agree that they will take such steps as may be reasonably necessary to ensure such MCN are thereafter freely tradable without restriction under the facilities of the SIX SIS or otherwise, but any failure to do so shall not cause them to incur any liability to any Holder or potential Holder. No representation is made as to the availability of any exemption from the registration requirements of the U.S. Securities Act.

2. Interest Payments

(a) *Fixed Interest Amount*

The Issuer shall pay the Fixed Interest Amount per MCN on the Fixed Interest Payment Date or, if the MCNs are converted prior to the Maturity Date pursuant to Condition 9, on the applicable Conversion Date, in each case, to the Holder thereof. If any MCN is converted prior to the Maturity Date pursuant to Condition 3(c), no Fixed Interest Amount will be payable with respect to such MCN.

(b) *Floating Interest Amount*

- (i) If any Cash Distribution is made or paid by CSG after the Pricing Date, but prior to the applicable Conversion Date, the Issuer shall pay the Floating Interest Amount relating to such Cash Distribution per MCN on the relevant Floating Interest Payment Date to the Holder thereof.
- (ii) Furthermore, if the delivery of Shares due upon conversion of an MCN pursuant to Condition 3(b), Condition 3(c) or Condition 9 is:
- (A) after the relevant record date for any Cash Distribution made or paid by CSG on or after the applicable Conversion Date; or

- (B) improperly withheld or refused or suspended pursuant to Condition 3(e)(iii) and any Cash Distribution is made or paid by CSG after the Conversion Date but on or prior to the delivery of such Shares,

the Issuer shall pay the Floating Interest Amount relating to such Cash Distribution with respect to such MCN on the relevant Floating Interest Payment Date to the Holder thereof.

- (iii) With respect to any Floating Interest Amount to be paid pursuant to clause (i) or (ii) above, the Issuer shall notify the Holders of the relevant Floating Interest Payment Date in accordance with Condition 12 not later than two Business Days following the date on which the relevant Cash Distribution is formally approved or declared by CSG.
- (iv) For the avoidance of doubt, this Condition 2(b) does not apply to any Scrip Dividends or any other Non-Cash Distributions, the issuance or distribution of which shall result in an adjustment to the Conversion Price pursuant to Condition 6(a)(iii).

(c) *Interest in the case of Non-Delivery of Shares*

If the delivery of Shares due upon conversion of any MCN pursuant to Condition 3(b), Condition 3(c) or Condition 9 is improperly withheld or refused or suspended pursuant to Condition 3(e)(iii), interest on the principal amount of such MCN shall accrue at the Interest Rate from and excluding the date on which such Shares were scheduled to be delivered pursuant to these Terms of the MCNs to and including the date on which such Shares are actually delivered, such interest to be calculated on a 30E/360 basis (i.e., on the basis of a year consisting of 12 months of 30 days each).

3. Conversion, Purchase and Cancellation

The MCNs shall neither be redeemed nor be redeemable for cash.

(a) *Conversion Ratio*

The Conversion Ratio on any Conversion Date (being the number of Shares to be delivered per MCN) shall be determined by dividing CHF 1,000 (i.e., the principal amount of one MCN) by the Conversion Price in effect on such Conversion Date, and calculated to five decimal places; *provided, however*, that, (i) in the case of a conversion pursuant to Condition 3(c), if the relevant Holder has elected to convert more than one MCN, the number of Shares to be delivered upon conversion to such Holder shall be determined by dividing the aggregate principal amount of such MCN by the Conversion Price in effect on the Conversion Date, and (ii) in the case of a conversion pursuant to Condition 3(b) or Condition 9, the number of Shares to be delivered upon conversion to a Holder of more than one MCN shall be determined by dividing the aggregate principal amount of the MCNs held by such Holder by the Conversion Price in effect on the Conversion Date.

(b) *Mandatory Conversion on Maturity Date*

Unless previously converted pursuant to Condition 3(c) or Condition 9 or purchased and cancelled pursuant to Condition 3(f), on the Maturity Date each MCN shall be mandatorily converted, and, if applicable, each Holder shall be deemed to have exercised its right to convert each MCN held by such Holder, into such number of Shares as is equal to the Conversion Ratio in effect on the Maturity Date (subject as set out in Condition 3(a) in respect of a Holder holding more than one MCN).

(c) *Early Conversion at the Option of the Holder*

Subject to Condition 3(e)(i), each Holder may elect, in its sole discretion, to early convert all or some of its MCNs during the Optional Conversion Period into such number of Shares per MCN as is equal to the Conversion Ratio in effect on the applicable Conversion Date (subject as set out in Condition 3(a) in respect of a Holder electing to convert more than one MCN).

The right of a Holder to convert one or more of its MCNs pursuant to this Condition 3(c) may be exercised only in respect of the entire principal amount of an MCN.

(d) *Fractions*

In connection with conversion of any MCN pursuant to Condition 3(b), Condition 3(c) or Condition 9, no Fractions will be delivered to, and no cash payment for Fractions will be made to, the Holder thereof.

(e) *Conversion Procedures*

(i) *Optional Conversion Notice*

To exercise its right to convert all or any of its MCNs pursuant to Condition 3(c), a Holder must at its own expense deliver to the Principal Paying and Conversion Agent at the Specified Office during the Conversion Period a duly completed optional conversion notice in a form satisfactory to the Principal Paying and Conversion Agent (an “**Optional Conversion Notice**”) with respect to the relevant MCN(s), accompanied, if any such MCN is a Restricted MCN, by an executed investor letter substantially in the form that may be obtained from the Principal Paying and Conversion Agent.

Upon delivery of an Optional Conversion Notice to the Principal Paying and Conversion Agent with respect to any MCN, the relevant Holder authorises the Paying and Conversion Agent to make, in such Holder’s name and on its behalf, any such declarations to the Issuer as may be required or advisable under applicable law for the purpose of the determination of the number and creation and delivery of the Shares, if any, to be delivered to the Holder upon conversion of such MCN pursuant to Condition 3(c). Upon delivery of an Optional Conversion Notice with respect to any MCN (other than a Restricted MCN), the relevant Holder will be deemed to represent and warrant that (x) it understands that the Shares, if any, to be delivered to such Holder upon conversion of such MCN pursuant to Condition 3(c) have not been and will not be registered under the U.S. Securities Act, (y) it is not a U.S. person (as defined in Regulation S), is located outside the United States within the meaning of Regulation S, and is acquiring such Shares in an offshore transaction (as defined in Regulation S) in accordance with Rule 903 or 904 of Regulation S, and (z) understands that such Shares may not be delivered within the United States upon conversion of such MCN and may not be resold in the United States except pursuant to an exemption from the registration requirements of the Securities Act.

An Optional Conversion Notice shall be deemed to be delivered in accordance with this Condition 3(e)(i) on the Business Day such Optional Conversion Notice is received by the Principal Paying and Conversion Agent at the Specified Office; *provided, however*, that, if such Optional Conversion Notice is received by the Principal Paying and Conversion Agent at the Specified Office on or after 4.00 p.m. CE(S)T on such Business Day, such Optional Conversion will be deemed to have

been delivered in accordance with this Condition 3(e)(i) on the next following Business Day. Once delivered in accordance with this Condition 3(e)(i), no Optional Conversion Notice may be withdrawn without the prior consent of the Issuer.

(ii) Delivery of Shares

The Shares to be delivered upon conversion of an MCN in accordance with Condition 3(b), Condition 3(c) or Condition 9 will be new Shares to be issued from the conditional capital of CSG with the same entitlements as the other outstanding Shares.

As soon as practicable, and in any event not later than the Trading Day that is the fifth Trading Day immediately after the applicable Conversion Date, the Issuer shall effect delivery of the relevant Shares through SIX SIS or any other of the Relevant Exchange's settlement organisations. At the time of such delivery of the Shares, the then-valid share registration rules of CSG shall apply and the relevant Holder shall be deemed to have applied to be registered as a shareholder in the shareholders' register of CSG. The Issuer does not offer any assurance or guarantee that the Holder to whom such Shares are delivered will be accepted as a shareholder with voting rights in the share register of CSG pursuant to such rules.

(iii) Inability of CSG to Deliver Shares

Notwithstanding clause (ii) of this Condition 3(e), should CSG become legally barred from creating and delivering, or otherwise be unable to create and deliver, Shares upon conversion of the MCNs pursuant to Condition 3(b), Condition 3(c) or Condition 9, the right of the Holders to receive Shares, and accordingly any claims of the Holders against the Issuer for the delivery of Shares, shall be suspended for the entire period during which CSG is unable to create and/or deliver Shares.

(iv) Taxes and other Costs

Any Swiss or Guernsey capital, stamp, issue, registration and transfer taxes and duties arising on the allotment, issue, transfer or delivery of Shares (including, any fees payable to the Relevant Exchange) upon the delivery in Switzerland of Shares upon the conversion of the MCNs shall be paid by the Issuer; *provided, however*, that the Issuer shall not pay (A) any tax payable in connection with any subsequent sale or transfer of Shares by the holder thereof, or (B) any tax or other cost payable in connection with the sale, transfer or delivery of Share(s) in or to a country other than Switzerland.

(f) *Purchase and Cancellation*

The Issuer, CSG and their respective subsidiaries may at any time and at any price purchase MCNs in the open market or otherwise. Any such purchase shall be made in accordance with applicable laws or regulations, including, without limitation, applicable stock exchange regulations. While any MCN so purchased are held by or on behalf of the Issuer, CSG or any of their respective subsidiaries, (i) the Holder of such MCN shall not be entitled to vote at any meetings of the Holders, and (ii) such MCN shall be deemed not to be outstanding for the purposes of calculating quorums at meetings of the Holders pursuant to Condition 16. Any MCN purchased by the Issuer, CSG or any of their respective subsidiaries may be held, resold (subject to compliance with applicable laws) or surrendered to the Principal Paying and Conversion Agent for cancellation.

All MCNs that are converted pursuant to Condition 3(b), Condition 3(c) or Condition 9 or purchased and surrendered to the Principal Paying and Conversion Agent for cancellation as described in the paragraph immediately above shall immediately be cancelled. All MCNs so cancelled shall be forwarded to the Principal Paying and Conversion Agent at the Specified Office and may not be reissued or resold.

4. Payments

- (a) The amounts required for the payment of the Fixed Interest Amount and Floating Interest Amounts, if any, and any other payments in cash to be made under these Terms of the MCNs shall be made available in good time in freely disposable CHF, which shall be placed at the free disposal of the Principal Paying and Conversion Agent in Switzerland on behalf of the Holders. If any date for payment in respect of any MCN is not a Business Day, the Holder thereof shall not be entitled to payment until the next following Business Day or to any interest or other sum in respect of such postponed payment.
- (b) The receipt by the Principal Paying and Conversion Agent of the payment of funds in CHF in Switzerland will release the Issuer from its obligations under the MCNs to the extent of such payment.
- (c) Notwithstanding the foregoing, if by making a payment under the Terms of the MCNs the Issuer would violate any law or mandatory regulation, the Issuer shall notify the Principal Paying and Conversion Agent at least 15 Business Days prior to the date on which such payment is scheduled to be made, and
 - (i) at the option of the Principal Paying and Conversion Agent, and as the Principal Paying and Conversion Agent shall specify to the Issuer not less than ten Business Days prior to the relevant payment date, make payment either (A) in CHF at such place as the Principal Paying and Conversion Agent shall have specified, or (B) in such Other Currency at such place as the Principal Paying and Conversion Agent shall have specified, in either case in such manner as shall not violate any law or mandatory regulation; or
 - (ii) if the Principal Paying and Conversion Agent shall fail to exercise its option under clause (i) of this Condition 4(c) or if none of the alternatives under clause (i) of this Condition 4(c) are available without violating any law or mandatory regulation, make payment in any Other Currency to the Principal Paying and Conversion Agent or any of its affiliates for the benefit of the Holders.
 - (iii) The amount of any payment in the relevant Other Currency pursuant to Condition 4(c), if applicable, shall be determined by converting the amount of the payment due in CHF into such Other Currency at the rate of exchange for wholesale purchases of such Other Currency with CHF in effect at the close of business in Zurich, Switzerland, on the Business Day immediately prior to the relevant payment date, as determined by the Principal Paying and Conversion Agent. The receipt by the Principal Paying and Conversion Agent of the payment of funds in such Other Currency will release the Issuer from its obligations under the MCNs to the extent of such payment.

5. Statute of Limitations

Claims for (a) payment of the Fixed Interest Amount or any Floating Interest Amount or (b) the delivery of the Shares will cease to be enforceable by legal action in accordance with the applicable

Swiss statute of limitations, which as of the Payment Date is (i) in the case of claims described in clause (a) above, five years, and (ii) in the case of claims described in clause (b) above, ten years, from the relevant due date for payment or delivery, as applicable.

6. Adjustments to the Conversion Price

For the avoidance of doubt, any adjustment to the Conversion Price in accordance with this Condition 6 shall result in a simultaneous adjustment of the Conversion Ratio.

(a) *Events leading to adjustments to the Conversion Price*

- (i) Increase of share capital by means of capitalisation of reserves, profits or premiums by distribution or division or consolidation of Shares

Subject to Condition 6(d), in the event of a change in CSG's share capital by capitalisation of reserves, profits or premiums, in each case, by means of the distribution of Shares, or as a result of the division or consolidation of Shares, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such change by the result of the following formula:

$$N_{\text{Old}} / N_{\text{New}}$$

where:

N_{Old} is the number of Shares existing immediately prior to the relevant change in CSG's share capital; and

N_{New} is the number of Shares existing immediately after giving effect to the relevant change in CSG's share capital;

provided, however, that this Condition 6(a)(i) shall not apply to any Scrip Dividend or other Non-Cash Distribution, the issuance or distribution of which shall result in an adjustment to the Conversion Price pursuant to Condition 6(a)(iii).

Any such adjustment shall become effective on the date on which the Shares are first traded ex-entitlement on the Relevant Exchange.

- (ii) Issues of Shares or Other Securities by way of conferring subscription or purchase rights

Subject to Condition 6(d), if (a) CSG grants to holders of Shares any rights or options, warrants or other rights to subscribe for or acquire Shares, Other Securities or securities convertible or exchangeable into Shares or Other Securities, or (b) any third party with the agreement of CSG issues to holders of Shares any rights, options or warrants to purchase any Shares, Other Securities or securities convertible or exchangeable into Shares or Other Securities (any right, option or warrant described in clause (a) or (b), a "**Purchase Right**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such grant or issuance by the result of the following formula:

$$(P_{\text{cum}} - R) / P_{\text{cum}}$$

where:

P_{cum} is the Volume Weighted Average Price of one Share on the later of (x) the Trading Day immediately preceding the date on which the Shares are first traded ex-Purchase Rights on the Relevant Exchange following the grant or

issuance, as applicable, of the relevant Purchase Right, and (y) the Trading Day on which the subscription or purchase price for the relevant Purchase Right is announced, or, if the day on which such subscription or purchase price is announced is not a Trading Day, the next following Trading Day; and

R is the value of the relevant Purchase Right relating to one Share or Other Security, as applicable, such value to be calculated as follows:

(A) if the relevant Purchase Right relates to Shares:

$$R = P_{\text{cum}} - \text{TERP}$$

where:

$$\text{TERP} = ((N_{\text{old}} \times P_{\text{cum}}) + (N_{\text{new}} \times (P_{\text{rights}} + \text{Div}))) / (N_{\text{old}} + N_{\text{new}})$$

and:

TERP is the theoretical ex-rights price; and

N_{old} is the number of Shares existing before the change in share capital; and

N_{new} is the number of Shares being newly issued; and

P_{rights} is the price at which one new Share can be subscribed, exercised or purchased; and

Div is the amount (in CHF) by which the dividend entitlement per existing Share exceeds the dividend entitlement per new Share, (x) if dividends have already been proposed to the general meeting of shareholders of CSG but not yet paid, based on the proposed dividend amount, or (y) if dividends have not yet been so proposed, based on the last dividend paid;

provided, however, that no such adjustment shall be made with respect to any Purchase Right relating to Shares if the subscription or purchase price for one new Share is at least 95 per cent. of P_{cum} ;

(B) if the relevant Purchase Right relates to Other Securities or to securities convertible or exchangeable into Shares or Other Securities and such Purchase Right or Other Securities are traded on a regulated stock exchange in Switzerland, the European Union, the United Kingdom, the United States of America, Canada or Japan:

$$R = N_{\text{rights}} \times P_{\text{rights}}$$

where:

N_{rights} is the number of Purchase Rights granted or issued per Share; and

P_{rights} is the average of the last paid prices (in CHF) (or, if no dealing is recorded, the arithmetic mean of the bid and offered prices) on a spot basis of one Purchase Right on each Trading Day on which such Purchase Rights are traded or, if the subscription or purchase period in respect thereof is longer than ten Trading Days, the average of the last paid prices (or, if no dealing is

recorded, the arithmetic mean of the bid and offered prices) on a spot basis on the first ten Trading Days of such period; and

(C) if neither clause (A) or (B) of this Condition 6(a)(ii) is applicable:

R shall be determined by a Common Expert.

Any such adjustment pursuant to this Condition 6(a)(ii) shall become effective on

- (1) in the case of clause (A) of this Condition 6(a)(ii), the date on which the Shares are first traded ex-Purchase Rights on the Relevant Exchange or, if the subscription or purchase price is announced only at a later time, the date that is one Trading Day after the announcement of the subscription or purchase price for the Purchase Right;
- (2) in the case of clause (B) of this Condition 6(a)(ii), the date that is five Trading Days after the earlier of (x) the end of the subscription or purchase period, and (y) the tenth day of the subscription or purchase period; and
- (3) in the case of clause (C) of this Condition 6(a)(ii), the date determined by the Common Expert.

(iii) Non-Cash Distributions, including Scrip Dividends

Subject to Condition 6(d), in the event of a Non-Cash Distribution, the Conversion Price shall be adjusted as follows:

(A) in the case of a Scrip Dividend, by multiplying the Conversion Price in force immediately prior to such Scrip Dividend by the result of the following formula:

$$N / (N + 1)$$

where:

N is the aggregate number of Shares entitling a holder of Shares to receive one Share pursuant to the terms of such Scrip Dividend;

(B) in the case of a Non-Cash Distribution (other than a Scrip Dividend) that (x) consists of securities that are traded on a regulated stock exchange in Switzerland, the European Union, the United Kingdom, the United States of America, Canada or Japan, or (y) has a value that is otherwise determinable by reference to a stock exchange quotation, by multiplying the Conversion Price in force immediately prior to such Non-Cash Distribution by the result of the following formula:

$$(P_{cum} - D) / P_{cum}$$

where

P_{cum} is the Volume Weighted Average Price of one Share on the later of (x) the Trading Day immediately preceding the date on which the Shares are first traded ex-Non-Cash Distribution on the Relevant Exchange following the relevant Non-Cash Distribution, and (y) the Trading Day on which the amount of the Non-Cash Distribution is announced, or, if the day on which the amount of the Non-Cash Distribution is announced is not a Trading Day, the next following Trading Day; and

- D is the value of the Non-Cash Distribution (in CHF) on the Trading Day immediately following the date in respect of which P_{cum} is determined, as determined by the Principal Paying and Conversion Agent;
- (C) in all other cases, by multiplying the Conversion Price in force immediately prior to such Non-Cash Distribution by the result of the following formula:

$$P_{after} / P_{before}$$

where:

P_{after} is the current market price per Share immediately after the date of such Non-Cash Distribution (for purposes of this Condition 6(a)(iii)(C), the “**Issue Date**”); and

P_{before} is the current market price per Share immediately prior to the Issue Date;

where for purposes of this provision the current market price per Share shall be deemed to be the average of the Volume Weighted Average Price of a Share (x) in the case of P_{before} , on each of the five consecutive Trading Days immediately preceding the Issue Date, and (y) in the case of P_{after} , on each of the five consecutive Trading Days immediately after the Issue Date, in each case, as determined by the Principal Paying and Conversion Agent.

Any such adjustment pursuant to this Condition 6(a)(iii) shall become effective (1) in the case of clauses (A) and (B) of this Condition 6(a)(iii), on the date on which the Non-Cash Distribution is made, and (2) in the case of clause (C) of this Condition 6(a)(iii), on the date that is the fifth Trading Day immediately after the Issue Date.

(iv) Other Events

If (A) the Issuer or the Guarantor determines, after consultation with the Principal Paying and Conversion Agent, or (B) the Principal Paying and Conversion Agent determines, after consultation with the Issuer and the Guarantor, or (C) Holders who hold MCNs representing in the aggregate at least 25 per cent. of the aggregate principal amount of MCNs then outstanding notify the Principal Paying and Conversion Agent in writing that they believe, that, notwithstanding clauses (i) to (iii) of this Condition 6(a), an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not described in this Condition 6(a) or circumstances have arisen that might have an adverse effect on the Holders’ right to receive Shares upon conversion of the MCNs and no adjustment to the Conversion Price under this Condition 6(a) would otherwise arise, the Principal Paying and Conversion Agent shall engage the services or obtain the advice of a Common Expert to determine as soon as practicable what adjustment, if any, to the Conversion Price or amendment, if any, to the terms of this Condition 6 would be fair and reasonable to take in order to take such events or circumstances into account and the date on which such adjustment or amendment should take effect; *provided, however*, that no such adjustment or amendment shall require the Guarantor or the Issuer to deliver any securities, cash or other assets to the Holders, other than any additional Shares that would be deliverable or payable upon conversion of the MCNs as a result of any such adjusted Conversion Price. The Principal Paying and Conversion Agent shall have no responsibility to make any enquiries as to whether or not any event has occurred that

might require an adjustment to the Conversion Price or amendment, if any, to the terms of this Condition 6.

(b) *Retroactive Adjustments*

If the date of delivery of any Shares upon conversion of any Holder's MCNs is after the relevant record date for any issue, sale, grant or offer leading to an adjustment pursuant to Condition 6(a), but the Conversion Date is before the relevant adjustment to the Conversion Price becomes effective thereunder, the Issuer shall (conditional upon the relevant adjustment becoming effective) ensure that there shall be issued to such Holder such additional number of Shares (if any) (the "**Additional Shares**") as, together with the Shares delivered or to be delivered upon conversion of such MCNs, is equal to the Shares that would have been required to be delivered upon conversion of such MCNs if the relevant adjustment to the Conversion Price had in fact been made and become effective immediately prior to the Conversion Date (the "**Retroactive Adjustment**"). Without prejudice to the provisions of Condition 3, upon a Retroactive Adjustment becoming effective in accordance with this Condition 6(b), the relevant Additional Shares shall be delivered as soon as possible after calculation of the number of the Additional Shares. Without prejudice to the foregoing and to mandatory provisions of applicable law, in the event that an issue, sale, grant or offer leading to an adjustment pursuant to Condition 6(a) is effected between the Conversion Date and the date of delivery of the relevant Additional Shares or any other record date for such issue, sale, grant or offer, the Issuer shall request a Common Expert to determine the amount of the further consideration to be made available to such Holder, so that such Holder may be substantially treated as if it Holder had actually received the relevant Additional Shares on the date of delivery of the Shares due upon the conversion of such MCNs.

(c) *Calculation and Notice of Adjustments*

- (i) Each adjustment to be made pursuant to Condition 6(a) shall be calculated by the Principal Paying and Conversion Agent and (in the absence of wilful misconduct, bad faith and manifest error) be binding on the Issuer, the Guarantor, the Holders and the Principal Paying and Conversion Agent, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer, the Guarantor or the Holders will attach to the Principal Paying and Conversion Agent in connection with the exercise or non-exercise by it of its powers and duties under this Condition 6.
- (ii) In the case of any adjustment pursuant to this Condition 6, the resulting Conversion Price, if not an integral multiple of CHF 0.01 (one hundredth of a Swiss franc), shall be rounded to the nearest whole or multiple of CHF 0.01, with CHF 0.005 (five thousandths of a Swiss franc) being rounded upwards.
- (iii) Upon any adjustment to the Conversion Price pursuant to this Condition 6, the Issuer shall notify the Holders thereof in accordance with Condition 12 as soon as practicable after the date on which such adjustment becomes effective.

(d) *Events not Giving Rise to Adjustments*

Notwithstanding the foregoing, no adjustment to the Conversion Price shall be made:

- (i) as a result of any issue or distribution of Shares or Other Securities if the pre-emptive right (*Bezugsrecht*) in respect thereof under the Swiss Code of Obligations has been validly excluded by resolution of the general meeting of shareholders or the Board of

Directors of CSG unless a pre-emptive right in respect thereof is granted indirectly to the shareholders by a third party with the agreement of CSG; or

- (ii) as a result of any public issue of bonds convertible into Shares or bonds with options to subscribe for Shares, such Shares being sourced from conditional capital (*bedingtes Kapital*), conversion capital (*Wandlungskapital*) or authorised capital (*genehmigtes Kapital*) of CSG, irrespective of whether in respect of such issue the preferential subscription rights to acquire such bonds (*Vorwegzeichnungsrecht*) have been excluded or not, unless preferential subscription rights have been granted and are traded on the Relevant Exchange; or
- (iii) as a result of the payment of any Cash Distribution; or
- (iv) if, as a result of any spin-off or capital distribution by CSG, CSG sells any share, right, warrant or other security representing the same (an “**Interest**”) in any of its subsidiaries to holders of Shares at fair value, and for this purpose:
 - (A) where such Interest is listed on, traded on, or dealt in any stock exchange, the fair value of such Interest shall be at least 95 per cent. of the average of the last paid prices therefor on such stock exchange (or, if more than one, the principal such stock exchange) on each of the ten Trading Days commencing on the 20th Trading Day before the day on which CSG officially announces the terms and conditions for such sale, as determined by the Principal Paying and Conversion Agent;
 - (B) where such Interest is not so listed, traded or dealt in, the fair value of such Interest shall be at least 95 per cent. of the intrinsic value thereof, and the Issuer shall instruct a Common Expert to determine as soon as practicable the intrinsic value of such Interest; or
- (v) if Shares or Other Securities (including rights or options in relation to Shares and Other Securities) are issued, offered or granted to, or for the benefit of, directors or employees, or former directors or employees, of CSG or any of its subsidiaries or any associated company or to trustees to be held for the benefit of any such person in any such case pursuant to any employee share or option scheme; or
- (vi) if an increase in the Conversion Price would result from such adjustment, except in case of an exchange of the Shares for Other Securities or a consolidation of Shares; or
- (vii) if such adjustment would result in the Conversion Price falling below the nominal value of a Share; *provided, however*, that, in such a case, (A) the Conversion Price shall be adjusted down to the nominal value of a Share (such adjustment becoming effective in accordance with the relevant clause of Condition 6(a)), and (B) the remaining reduction in the Conversion Price that would have otherwise been made as a result of such adjustment, as well as any subsequent adjustments that would otherwise be made pursuant to this Condition 6 but for this clause (vii), shall be carried forward and only applied if and to the extent the nominal value of a Share is subsequently reduced.

(e) *Common Expert*

- (i) Any determination made by a Common Expert that has been obtained from such Common Expert in accordance with and for purposes of these Terms of the MCNs shall (in the absence of wilful misconduct, bad faith and manifest error) be final and binding on the Issuer, the Guarantor, the Holders and the Principal Paying and

Conversion Agent, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer, the Guarantor or the Holders will attach to the Principal Paying and Conversion Agent in respect of any action taken, or suffered to be taken, by it in accordance with any such determination made by a Common Expert.

- (ii) The Principal Paying and Conversion Agent may engage the services or obtain the advice of a Common Expert whose services or advice the Principal Paying and Conversion Agent deems necessary to exercise its powers and perform its duties under this Condition 6, and rely upon any services and advice so obtained, and (in the absence of wilful misconduct, bad faith and gross negligence) no liability to the Issuer, the Guarantor or the Holders will attach to the Principal Paying and Conversion Agent in connection with any taken or not taken in accordance with such services or advice.
- (iii) The fees and costs of any Common Expert shall be borne by the Issuer.

7. Taxation

All payments in respect of the MCNs by or on behalf of the Issuer to the Principal Paying and Conversion Agent pursuant to these Terms of the MCNs shall be made free and clear of, and without withholding or deduction for, any present or future taxes, duties, assessments or governmental charges of any nature (“**Taxes**”) imposed, levied, collected, withheld or assessed by or within Guernsey or Switzerland, as the case may be, or any political sub-division thereof or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In the event that any payment by or on behalf of the Issuer pursuant to these Terms of the MCNs is subject to withholding or deduction for, or on account of, any Taxes by requirement of law in Guernsey or Switzerland, as the case may be, or any political sub-division thereof or any authority therein or thereof having power to tax, such additional amounts (“**Additional Amounts**”) shall be payable by the Issuer as shall result in the Holders receiving the amounts that they would have received pursuant to these Terms of the MCNs if no such withholding or deduction had been required. However, no such Additional Amounts shall be payable on account of:

- (a) any Taxes that are payable by reason of the Holder of the relevant MCN having, or having had, some personal or business connection with Guernsey or Switzerland and not merely by reason of the holding of such MCN; or
- (b) any Taxes that are imposed or withheld pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (or any amended or successor version of such Sections), any U.S. Treasury regulations promulgated thereunder, any official interpretations thereof or any agreements entered into in connection with the implementation thereof; or
- (c) any combination of the items described in clauses (a) and (b) above.

8. Status

The MCNs constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer and without any preference among themselves, except for such preference as is provided by any mandatory applicable provision of law.

9. Accelerated Conversion

(a) Accelerated Conversion Event

Each of the following events shall constitute an “**Accelerated Conversion Event**”:

- (i) the Issuer or the Guarantor fails to pay any amount payable under these Terms of the MCNs or the Guarantee, respectively, when and as the same becomes due and payable, and such failure continues for a period of ten Business Days; or
- (ii) the Issuer or the Guarantor fails to perform or comply with any of its obligations under these Terms of the MCNs or the Guarantee, respectively (other than those described in clause (i) of this Condition 9(a)), and such failure is not remedied within 30 Business Days after written notice of such failure stating that such notice is a “Notice of Default” shall have been given to the Issuer and the Principal Paying and Conversion Agent at the Specified Office by any Holder; or
- (iii) the Issuer or CSG is (or is deemed by law or a court or a competent regulator to be) bankrupt or unable to pay its debts, stops or suspends payment of all or a material part of its debts, initiates or becomes subject to proceedings relating to itself under any applicable bankruptcy, liquidation, insolvency, composition (*Nachlassvertrag*), restoration/restructuring (*Sanierungsverfahren*), administration or insolvency law, proposes or makes a stay of execution, a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting any debts of the Issuer or CSG; or
- (iv) CSG fails to pay any amount due in respect of any of its present or future loans or indebtedness (excluding its obligations arising under the Guarantee) for or in respect of borrowed money or any indemnity in respect of any borrowed money, in each case after any applicable grace period, *provided* that the aggregate amount of the amounts so due and unpaid is greater than or equal to CHF 500,000,000 or its equivalent in another currency (on the basis of the middle spot rate for the relevant currency against the CHF as quoted by any leading bank at the place of payment of such debt on the day on which this clause (iv) operates, as determined by the Principal Paying and Conversion Agent); *provided, further*, that this clause (iv) shall not apply to any amount that a competent court or the Regulator has ordered not to be paid; or
- (v) a Take-over Bid is formally announced (A) by publication of either a pre-announcement (*Voranmeldung*) or a prospectus or offer notice, respectively, in the print media pursuant to the rules set forth in the FMIA and its implementing ordinances, or (B) pursuant to any other applicable regulation; or
- (vi) the (A) consolidation or merger of CSG with any other entity (other than a consolidation or merger pursuant to which CSG will be the resulting or surviving entity), or (B) sale or transfer of all or substantially all of the assets of CSG is approved by resolution of the general meeting of shareholders or, if no such approval is required under applicable law, is formally announced by CSG; or
- (vii) unless the Guarantor has been substituted for the Issuer as principal debtor under these Terms of the MCNs pursuant to Condition 10 or the Issuer and the Guarantor have merged, the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect.

(b) *Accelerated Conversion*

- (i) Upon the occurrence of any Accelerated Conversion Event, the Issuer shall (x) notify the Principal Paying and Conversion Agent of such occurrence without delay, which notice shall specify the relevant Accelerated Conversion Event, and (y) provide the Principal Paying and Conversion Agent with any documentation in connection with such Accelerated Conversion Event that it reasonably requests.
- (ii) If the Principal Paying and Conversion Agent determines that an Accelerated Conversion Event has occurred (whether or not the Issuer has complied with its notice obligations set forth in clause (i) of this Condition 9(b)),
 - (A) the Principal Paying and Conversion Agent shall (x) notify the Issuer of such determination in writing, and (y) notify the Holders of such determination in accordance with Condition 12 (such notice to the Holders, an “**Accelerated Conversion Notice**”), in each case, as soon as practicable after such determination and which notice shall specify the event that caused such Accelerated Conversion Event; and
 - (B) each outstanding MCN shall be converted, and, if applicable, each Holder shall be deemed to have exercised its right to convert the MCNs held by such Holder, on the applicable Conversion Date into such number of Shares as is equal to the Conversion Ratio in effect on such Conversion Date (subject as set out in Condition 3(a) in respect of a Holder holding more than one MCN) (such conversion, an “**Accelerated Conversion**”), and such Shares shall be delivered in accordance with Condition 3(e);

provided, however, that, in the case of an Accelerated Conversion Event described under clause (iii) of Condition 9(a), the Principal Paying and Conversion Agent is not required to notify the Issuer or the Holders thereof as described in clause (A) above.

10. **Substitution of the Issuer**

The Issuer (for purposes of this Condition 10, the “**Current Issuer**”) may, without the consent of the Holders, at any time, substitute CSG or any other entity (whether or not such entity is organised under the laws of Switzerland) (such substitute entity, the “**Substitute Issuer**”) for itself as principal debtor under the MCNs, *provided* that:

- (a) if the Substitute Issuer is CSG, interest on the MCNs on the next payment date under the MCNs would be payable without the deduction by the Substitute Issuer of Swiss withholding tax after giving effect to such substitution;
- (b) if the Substitute Issuer is not CSG, neither the Substitute Issuer nor the Guarantor would on the next payment date under the MCNs be required to pay any Additional Amounts under the MCNs or the Guarantee, respectively, after giving effect to such substitution that the Current Issuer or the Guarantor, respectively, would not have been required to pay if such substitution were not to occur;
- (c) the Substitute Issuer has obtained all necessary governmental authorisations of the jurisdiction in which it is domiciled and, if different, the jurisdiction in which it is deemed resident for tax purposes;
- (d) the Current Issuer and the Substitute Issuer have entered into such documents as are necessary to give effect to such substitution and pursuant to which (i) the Substitute Issuer has undertaken in favour of each Holder to be bound by these Terms of the MCNs as the

principal debtor under the MCNs in place of the Current Issuer, and (ii) the Substitute Issuer has assumed, and the Current Issuer has assigned to the Substitute Issuer, all the rights and obligations of the Current Issuer under the Share Purchase Agreements and the Agency Agreement;

- (e) if the Substitute Issuer is not CSG, at least 95 per cent. of the Substitute Issuer's capital and voting rights are held, directly or indirectly, by CSG;
- (f) if the Current Issuer is CSG, CSG has issued a guarantee for the benefit of the Holders on substantially the same terms as the Guarantee;
- (g) the SIX Swiss Exchange shall have confirmed that, following such substitution, the MCNs will continue to be listed on the SIX Swiss Exchange;
- (h) the Substitute Issuer and the Current Issuer have obtained legal opinions from independent legal advisors of recognised standing in the jurisdiction of incorporation of the Substitute Issuer and in Switzerland that (i) the obligations of the Substitute Issuer under the MCNs are legal, valid and binding obligations and that all authorisations as aforesaid have been obtained, and (ii) if the Substitute Issuer is not CSG, the obligations of the Guarantor under the Guarantee after giving effect to such substitution are its legal, valid and binding obligations; and
- (i) if the Substitute Issuer is not organised under the laws of Switzerland, the Substitute Issuer has appointed a process agent as its agent in Switzerland to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the MCNs.

Upon any such substitution, (i) the Current Issuer will be released from all its obligations under the MCNs, (ii) each reference in these Terms of the MCNs to the "Issuer" shall be deemed to refer to the Substitute Issuer, (iii) each reference in these Terms of the MCNs to "Guernsey" (as far as made in connection with the Issuer) shall be deemed to refer to the jurisdiction in which the Substitute Issuer is domiciled and, if different, the jurisdiction in which the Substitute Issuer is deemed resident for tax purposes, and (iv) if the Substitute Issuer is CSG, (x) the Guarantee will cease to exist, and (y) each reference to the "Guarantor" or the "Guarantee" in these Terms of the MCNs will cease to apply, except that references to the "Guarantor" and the "Guarantee" in clauses (b) and (f) of this Condition 10 will remain applicable and such references to the "Guarantee" will be deemed to mean the Guarantee as in effect immediately prior to such substitution.

The Holders shall be notified of any such substitution in accordance with Condition 12.

11. Guarantee

The Guarantor has for the benefit of the Holders issued, on a subordinated basis to the extent described therein, the following unconditional and irrevocable guarantee (the "**Guarantee**"):

Quote

Guarantee

(within the meaning of article 111 of the Swiss Code of Obligations, this "**Guarantee**")

1. Credit Suisse Group AG (the "**Guarantor**"), being informed that Credit Suisse Group (Guernsey) VII, Limited, Helvetia Court, South Esplanade, St. Peter Port, Guernsey, GY1 3WF, Channel Islands (the "**Issuer**") issued and sold CHF [●]* 3.00 per cent. Series B Mandatory Convertible Notes due 2021 (the "**MCNs**"), which are mandatorily convertible into Shares (such term and each other capitalised term used

but not defined herein, as defined in the Terms and Conditions (the “**Terms of the MCNs**”), hereby irrevocably and unconditionally:

- (a) guarantees, on a subordinated basis to the extent described herein, to the holders of the MCNs (the “**Holder**s”) in accordance with article 111 of the Swiss Code of Obligations, as primary obligor and not merely as a surety (*Bürgschaft*), (i) the due and punctual payment of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other amounts payable by the Issuer under the Terms of the MCNs as and when the same become due pursuant to the Terms of the MCNs, and (ii) upon conversion of the MCNs pursuant to the Terms of the MCNs and subject to Article 3 hereof, the due and punctual delivery of the Shares deliverable by the Issuer under the Terms of the MCNs as when the same become deliverable pursuant to the Terms of the MCNs; and
 - (b) agrees that it will pay (or cause to be paid) the relevant amount, or deliver (or cause to be delivered) the relevant Shares, on first demand to the Principal Paying and Conversion Agent on behalf of the Holders, irrespective of the validity of the MCNs, waiving all rights or objection and defence arising from the MCNs and without requiring any Holder first to take steps against the Issuer or any other person, within seven days after receipt by the Guarantor of the written request for such payment or such delivery from one or more Holders and its confirmation in writing that the Issuer has not met (i) its payment obligations owed to such Holder(s) under the MCNs on the relevant date on which such payment first became due under the MCNs in the amount called under this Guarantee, and/or (ii) its obligations to deliver Shares owed to such Holder(s) under the MCNs on the relevant date on which such Shares first became deliverable under the MCNs, such number of undelivered Shares being equal to the number of Shares called for delivery under this Guarantee, as applicable.
2. All payments in respect of the MCNs by or on behalf of the Guarantor under this Guarantee to the Principal Paying and Conversion Agent shall be made free and clear of, and without withholding or deduction for, any present or future taxes, duties, assessments or governmental charges of any nature (“**Taxes**”) imposed, levied, collected, withheld or assessed by or within Switzerland or any political sub-division thereof or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In the event that any payment by or on behalf of the Guarantor under this Guarantee is subject to withholding or deduction for, or on account of, any Taxes by requirement of law in Switzerland or any political sub-division thereof or authority therein or thereof having the power to tax, such additional amounts (“**Additional Amounts**”) shall be payable by the Guarantor as shall result in the Holders receiving the amounts that they would have received under this Guarantee if no such withholding or deduction had been required. However, no such Additional Amounts shall be payable on account of:
- (a) any Taxes that are payable by reason of the Holder of the relevant MCN having, or having had, some personal or business connection with Switzerland and not merely by reason of the holding of such MCN; or
 - (b) any Taxes that are imposed or withheld pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (or any amended or successor version of such Sections), any U.S. Treasury regulations

promulgated thereunder, any official interpretations thereof or any agreements entered into in connection with the implementation thereof; or

- (c) the combination of the items described in clauses (a) and (b) above.
3. For the duration of any suspension pursuant to Condition 3(e)(iii) of the Terms of the MCNs, the Guarantor shall not be obliged to create and deliver Shares and, accordingly, any claims of the Holders against the Guarantor for the delivery of Shares shall be suspended.
 4. This Guarantee constitutes a direct, unconditional, unsecured and, to the extent described below, subordinated, obligation of the Guarantor.
 - (a) Should the Guarantor become bankrupt or be liquidated or otherwise wound-up, the claims of each Holder against the Guarantor under this Guarantee for the delivery of Shares shall be converted into a monetary claim against the Guarantor that entitles such Holder to participate in the liquidation proceeds of the Guarantor as if a holder of Shares, and not as a creditor, *pro rata* in accordance with the number of Shares to which such Holder would have been entitled if its MCNs had been converted into the number of Shares per MCN as is equal to the Conversion Ratio on the date that such bankruptcy, liquidation or other winding-up commenced. Claims of Holders in respect of the Fixed Interest Amount, Floating Interest Amounts, if any, or any other monetary amounts due and payable under this Guarantee shall comprise a claim in the liquidation proceeds of the Guarantor for such amounts.
 - (b) Save for such obligations as may be preferred by mandatory provisions of applicable law, the claims of a Holder against the Guarantor under this Guarantee shall rank as follows: (i) monetary claims in lieu of the delivery of Shares shall rank junior to the claims of all creditors of the Guarantor and *pari passu* with the rights of the holders of Shares; and (ii) claims in respect of the Fixed Interest Amount, Floating Interest Amounts, if any, and any other monetary amounts due and payable under this Guarantee shall rank *pari passu* with the claims of all unsecured and unsubordinated creditors of the Guarantor.
 5. All payments by the Guarantor under this Guarantee will be made by the Guarantor in CHF to the Principal Paying and Conversion Agent on behalf of the Holders. The receipt by the Principal Paying and Conversion Agent of the payment of funds in CHF will release the Guarantor from its obligations under this Guarantee to the extent of such payment.
 6. Any amount received or recovered in a currency other than CHF (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Holder in respect of any sum expressed to be due to it from the Guarantor under this Guarantee shall only constitute a discharge to the Guarantor to the extent of the amount in CHF of payment under this Guarantee that such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount in CHF that such Holder is able to purchase is less than the amount owed by the Guarantor to such Holder under this Guarantee, the Guarantor shall indemnify such Holder against any loss sustained by it

as a result. In any event, the Guarantor shall indemnify such Holder against the cost of making any such purchase. For the purposes of this Article 6, it shall be sufficient for the Holder to demonstrate that it would have suffered a loss had an actual purchase been made. The indemnities under this Article 6 will (a) constitute a separate and independent obligation from the Guarantor's other obligations, (b) give rise to a separate and independent cause of action, (c) apply irrespective of any indulgence granted by any Holder, and (d) continue in full force and effect despite any other judgement, order, claim or proof for a liquidated amount in respect of any sum due under any MCN or any other judgement or order.

7. For so long as any MCN is outstanding, the Guarantor shall use its reasonable best efforts to maintain a listing for all issued Shares on the SIX Swiss Exchange or any other Relevant Exchange.
8. This Guarantee shall give rise to a separate and independent cause of action against the Guarantor, shall apply irrespective of any indulgence or waiver granted to the Issuer by any Holder from time to time and shall continue in full force and effect notwithstanding any judgement or order against the Issuer and/or the Guarantor.
9. Subject to the immediately succeeding paragraph, for so long as any MCN is outstanding, any amendment or modification to this Guarantee will require the consent of Holders holding MCNs with an aggregate principal amount equal to or greater than two-thirds of the aggregate principal amount of the outstanding MCNs in accordance with Condition 16 of the Terms of the MCNs.

Notwithstanding the paragraph immediately above, the Guarantor may, subject to the mandatory provisions of Swiss law, without the consent or approval of the Holders, make such amendments to the terms of this Guarantee that in its opinion are formal, minor or technical in nature, or made to correct a manifest error, or that in its opinion are not materially prejudicial to the interests of the Holders. The Guarantor shall notify the Holders of any amendment made pursuant to this Article 9 in accordance with Condition 12 of the Terms of the MCNs, which notice shall state the date on which such amendment will be effective. Any amendment made pursuant to this Article 9 will be binding on the Holders in accordance with its terms.

10. This Guarantee is governed by and construed in accordance with the laws of Switzerland.

Any dispute arising out of or in connection with this Guarantee shall be settled in accordance with Swiss law and shall fall within the exclusive jurisdiction of the courts of the City of Zurich and, if permitted, the Commercial Court of the Canton of Zurich, the place of jurisdiction being Zurich 1.

Unquote

12. Notices

All notices to Holders shall be given by the Issuer (a) for so long as the MCNs are listed on the SIX Swiss Exchange, either (i) by means of electronic publication on the internet website of the SIX Swiss Exchange (<https://www.six-group.com/en/products-services/the-swiss-stock-exchange.html>), where notices are currently published under the address <https://www.six-group.com/en/newsroom/news.html#c=/content/six/global/en/taxonomy/business-unit/the-swiss-stock-exchange>, or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange, which notice will be deemed to be validly given on the date of such publication or, if published

more than once, on the date of the first such publication, and (b) otherwise, notices to Holders shall be given by communication through the Principal Paying and Conversion Agent to SIX SIS (or such other Intermediary) for forwarding to the Holders, which notice will be deemed to be validly given on the date of communication to SIX SIS (or such Intermediary).

13. Reserved

14. Currency Indemnity

Any amount received or recovered in a currency other than CHF (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in CHF of payment under the relevant MCN that such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount in CHF that such Holder is able to purchase is less than the amount owed by the Issuer to such Holder under the relevant MCN, the Issuer shall indemnify such Holder against any loss sustained by it as a result. In any event, the Issuer shall indemnify such Holder against the cost of making any such purchase. For the purposes of this Condition 14, it shall be sufficient for the Holder to demonstrate that it would have suffered a loss had an actual purchase been made. The indemnities under this Condition 14 will (a) constitute a separate and independent obligation from the Issuer's other obligations, (b) give rise to a separate and independent cause of action, (c) apply irrespective of any indulgence granted by any Holder, and (d) continue in full force and effect despite any other judgement, order, claim or proof for a liquidated amount in respect of any sum due under any MCN or any other judgement or order.

15. Governing Law and Jurisdiction

These Terms of the MCNs, the MCNs and the Permanent Global Certificates are governed by and construed in accordance with the substantive laws of Switzerland.

Any dispute arising from or in connection with these Terms of the MCNs, the MCNs or the Permanent Global Certificates shall be settled in accordance with Swiss law and fall within the exclusive jurisdiction of the courts of the City of Zurich, Switzerland, and, if permitted, the Commercial Court of the Canton of Zurich, the place of jurisdiction being Zurich 1. The submission of the Issuer to the exclusive jurisdiction is made for the benefit of the Holders only.

The Issuer designates CSG as its representative for the service of judicial documents pursuant to article 140 of the Swiss Civil Procedure Code, and elects special domicile pursuant to article 50 of the Swiss Act of Debt Enforcement and Bankruptcy at the offices of CSG in Zurich, Switzerland.

The Issuer shall be discharged by and to the extent of any payment or delivery of Shares made in respect of any MCN to a person recognised as a creditor by an enforceable judgement of a Swiss court or any court charged to adjudicate pursuant to the following paragraph.

The Holders are also at liberty to enforce their rights and to take legal action against the Issuer before the competent courts of the domicile of the Issuer or any other competent court or authority, in which case the laws of Switzerland shall be applicable as provided for in the first paragraph of this Condition 15.

16. Holders' Meetings

The provisions on bondholder meetings contained in article 1157 et seq. (other than article 1157 paragraph (1) and articles 1176 – 1179) of the Swiss Code of Obligations shall apply in relation to meetings of Holders.

17. Amendment

Notwithstanding Condition 16, the Issuer may, subject to mandatory provisions of Swiss law, without the consent or approval of the Holders, make such amendments to these Terms of the MCNs as it considers necessary or desirable to give effect to the provisions of Condition 10 and such other changes that in its opinion are of a formal, minor or technical nature or made to correct a manifest or proven error or that in its opinion are not materially prejudicial to the interests of the Holders.

The Issuer shall notify the Holders of any amendment made pursuant to this Condition 17 in accordance with Condition 12, which notice shall state the date on which such amendment will be effective. Any amendment made pursuant to this Article 17 will be binding on the Holders in accordance with its terms.

18. Role of Credit Suisse AG

Credit Suisse AG has been appointed to act as Principal Paying and Conversion Agent with respect to the MCNs and Transfer Agent with respect to the Restricted MCNs. In acting as the Principal Paying and Conversion Agent and the Transfer Agent, Credit Suisse AG is acting solely as agent of the Issuer and does not assume any obligation to, or relationship of agency or trust with, any Holders.

19. Definitions

In these Terms of the MCNs:

- (1) “**Accelerated Conversion**” has the meaning assigned to such term in Condition 9(b);
- (2) “**Accelerated Conversion Event**” has the meaning assigned to such term in Condition 9(a);
- (3) “**Accelerated Conversion Notice**” has the meaning assigned to such term in Condition 9(b);
- (4) “**Additional Amounts**” has the meaning assigned to such term in Condition 7;
- (5) “**Additional Shares**” has the meaning assigned to such term in Condition 6(b);
- (6) “**Agency Agreement**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (7) “**Auditor**” means the accounting firm appointed by the Board of Directors or shareholders of CSG, as the case may be, to provide, *inter alia*, audit and review opinions on CSG’s financial statements;
- (8) “**Business Day**” means any day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich and Guernsey;
- (9) “**Cash Distribution**” means any dividend or other distribution paid or made in cash by CSG to holders of Shares and charged or provided for in the accounts of CSG (including, without

limitation, any dividend payment on, or repayment in part on the nominal amount of, the Shares);

- (10) “**CHF**” means Swiss francs, the lawful currency of Switzerland;
- (11) “**Common Expert**” means an independent investment bank of international repute or an independent law firm or accounting firm of international repute (any such bank or firm, an “**Expert**”) selected by the Issuer and the Principal Paying and Conversion Agent by mutual agreement and appointed as Common Expert for purposes of these Terms of the MCNs; *provided, however, that*
- (a) if the Issuer and the Principal Paying and Conversion Agent do not mutually agree on an Expert within seven days after the date on which the appointment process has commenced, each of the Issuer and the Principal Paying and Conversion Agent shall appoint an Expert, which two Experts so appointed shall together by mutual agreement select a third Expert to be appointed;
 - (b) if the two Experts described in clause (a) of this definition do not mutually agree on a third Expert within seven days after the date on which they have being appointed (or, if appointed on different days, the later of two dates on which each Expert was appointed), (i) each Expert shall select another Expert, and (ii) a Swiss notary public appointed by the Principal Paying and Conversion Agent shall select one of these two Experts to be appointed the third Expert by drawing lots; and
 - (c) in the case of the appointment of three Experts pursuant to clause (a) or (b) of this definition, references in these Terms of the MCNs to the “Common Expert” shall be deemed to refer to these three Experts, which Experts shall make decisions by majority decision;
- (12) “**Condition**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (13) “**Conversion Date**” means (a) in the case of an Accelerated Conversion caused by an event described in Condition 9(a)(iii), the date on which such event occurred, (b) in the case of an Accelerated Conversion not caused by an event described in Condition 9(a)(ii), the first Trading Day immediately following the date on which the relevant Accelerated Conversion Notice is published, (c) in the case of a conversion pursuant to Condition 3(c), the date on which the applicable Optional Conversion Notice is deemed to have been delivered by the relevant Holder in accordance with Condition 3(e)(i), and (d) in the case of a conversion pursuant to Condition 3(b), the Maturity Date;
- (14) “**Conversion Price**” means, initially, CHF [•]* or, at any time thereafter, if the Conversion Price has been adjusted pursuant to Condition 6, the adjusted Conversion Price at such time;
- (15) “**Conversion Ratio**” means the number of Shares to be delivered upon conversion of one MCN as determined pursuant to Condition 3(a);
- (16) “**Current Issuer**” has the meaning assigned to such term in Condition 10;
- (17) “**Current Market Price**” means, in respect of a Share on any day, the average of the daily Volume Weighted Average Price of a Share on each of the five consecutive Trading Days ending on the Trading Day immediately preceding such day, *provided that*, if at any time during the said five-Trading-Day period the Volume Weighted Average Price shall have been based on a price ex-dividend (or ex- any other entitlement) and during some other part

of that period the Volume Weighted Average Price shall have been based on a price cum-dividend (or cum- any other entitlement), then:

- (a) if the Shares to be issued or delivered do not rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price cum-dividend (or cum- any other entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such dividend or entitlement per Share as at the date of first public announcement relating to such dividend or entitlement; or
- (b) if the Shares to be issued or delivered do rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price ex-dividend (or ex- any other entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such dividend or entitlement per Share as at the date of first public announcement relating to such dividend or entitlement,

and *provided, further*, that, if on each of the said five Trading Days the Volume Weighted Average Price shall have been based on a price cum-dividend (or cum- any other entitlement) in respect of a dividend (or other entitlement) that has been declared or announced but the Shares to be issued or delivered do not rank for that dividend (or other entitlement), the Volume Weighted Average Price on each of such dates shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such dividend or entitlement per Share as at the date of first public announcement relating to such dividend or entitlement,

and *provided, further*, that, if the Volume Weighted Average Price of a Share is not available on one or more of the said five Trading Days (disregarding for this purpose the proviso to the definition of Volume Weighted Average Price), then the average of such Volume Weighted Average Prices that are available in that five-Trading-Day period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price is available in the relevant period, the Current Market Price shall be determined in good faith by a Common Expert;

- (18) “**Expert**” has the meaning assigned to such term in the definition of the term “Common Expert”;
- (19) “**Fair Market Value**” means with respect to any property (other than cash) at any time, the fair market value of such property at such time, as determined by a Common Expert on the basis of a commonly accepted valuation method; *provided, however*, that any amount or value in a currency other than CHF shall be translated into CHF at the Screen Rate at the relevant time;
- (20) “**Fixed Interest Amount**” means CHF 15, which is equivalent to the amount of interest that would be accrued as at the Fixed Interest Payment Date on the principal amount of one MCN (i.e., CHF 1,000) bearing interest at the Interest Rate from and excluding the Payment Date to and including the Fixed Interest Payment Date, calculated on a 30E/360 basis (i.e., on the basis of a year consisting of 12 months of 30 days each);
- (21) “**Fixed Interest Payment Date**” means the Maturity Date;
- (22) “**Floating Interest Amount**” means, with respect to any Cash Distribution, an amount in CHF equal to the CHF amount (on a gross basis) that a holder of such number of Shares as would be deliverable upon conversion of one MCN at the Conversion Ratio in effect on the

relevant Floating Interest Payment Date would have received as part of such Cash Distribution; *provided, however*, that, in the case of a Cash Distribution pursuant to which holders of Shares may elect to receive either cash or Shares in lieu of cash or a combination thereof, only the dividend or other distribution made by CSG in cash shall be used to determine the Floating Interest Amount with respect to such Cash Distribution;

- (23) “**Floating Interest Payment Date**” means, with respect to any Floating Interest Amount, (a) if the relevant Cash Distribution was made or paid prior to the Payment Date, the later of (i) the first day after the date on which such Cash Distribution is made or paid, and (ii) the date falling five Business Days after the Payment Date, and (b) otherwise, the first day after the date on which the relevant Cash Distribution is made or paid;
- (24) “**FMIA**” means the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading (Financial Market Infrastructure Act, FinMIA) of 19 June 2015, as amended;
- (25) “**Fractions**” means fractions of Shares;
- (26) “**Group**” means CSG together with, from time to time, its consolidated subsidiaries;
- (27) “**Guarantee**” has the meaning assigned to such term in Condition 11;
- (28) “**Guarantor**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (29) “**Holder**” has the meaning assigned to such term in Condition 1(c);
- (30) “**Interest**” has the meaning assigned to such term in Condition 6(d);
- (31) “**Interest Rate**” means 3.00 per cent. per annum;
- (32) “**Intermediary**” has the meaning assigned to such term in Condition 1(b);
- (33) “**Intermediated Securities**” has the meaning given to it in Condition 1(b);
- (34) “**Issue Date**” has the meaning assigned to such term in Condition 6(a)(iii);
- (35) “**Issuer**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (36) “**Maturity Date**” means 12 November 2021;
- (37) “**MCN**” has the meaning assigned to such term in the preamble to these Terms of the MCNs;
- (38) “**Non-Cash Distribution**” means the issuance or distribution by CSG of any assets (other than Cash Distributions), evidence of indebtedness of CSG, put options or other rights to holders of Shares in respect of a spin-off or a capital distribution other than a Cash Distribution;
- (39) “**Number of Shares**” means, with respect to any issue of Shares or Rights or any amendment of the terms of any Rights (other than in accordance with their terms of issue), the following:
 - (a) in the case of an issue of Shares, the aggregate number of Shares so issued; and
 - (b) in the case of an issue of Rights or the amendment of the terms of any Rights (other than in accordance with the terms thereof), the number of Shares to be issued upon (and assuming) the exercise in full of the rights to subscribe for, purchase or otherwise acquire Shares pursuant to the terms of such Rights at the initial price or

rate or (in the case of an amendment to the terms of such Rights) the amended price or rate;

- (40) “**Optional Conversion Period**” means the period from (and including) the date falling 40 days after the Payment Date and ending on (but excluding) the tenth Trading Day prior to the Maturity Date;
- (41) “**Optional Conversion Notice**” has the meaning assigned to such term in Condition 3(e)(i);
- (42) “**Other Currency**” means any currency freely convertible into CHF, such as the euro or U.S. Dollars;
- (43) “**Other Securities**” means equity securities of CSG other than the Shares;
- (44) “**Payment Date**” means 12 May 2021;
- (45) “**Permanent Global Certificate**” has the meaning assigned to such term in Condition 1(b);
- (46) “**Pricing Date**” means 23 April 2021
- (47) “**Principal Paying and Conversion Agent**” means Credit Suisse AG, in its capacity as principal paying and conversion agent for the MCNs, and includes any successor to Credit Suisse AG, in its capacity as Principal Paying and Conversion Agent, appointed as such by the Issuer and the Guarantor in accordance with the terms of the Agency Agreement;
- (48) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (49) “**Regulator**” means, at any time, the national regulator having the leading authority to supervise and regulate CSG with respect to its consolidated capital adequacy at such time, which at the Payment Date is the Swiss Financial Market Supervisory Authority FINMA;
- (50) “**Relevant Exchange**” means (a) in the case of Shares, the SIX Swiss Exchange (Main Standard) or any successor thereof or, if the Shares are no longer admitted to trading on SIX Swiss Exchange, the principal stock exchange or securities market on which the Shares are traded, and (b) in the case of other securities, the principal stock exchange or securities market on which the other securities are traded;
- (51) “**Restricted MCN**” has the meaning assigned to such term in Condition 1(f);
- (52) “**Retroactive Adjustment**” has the meaning assigned to such term in Condition 6(b);
- (53) “**Right**” means any option, warrant or other right that by its terms of issue carries a right to subscribe for, purchase or otherwise acquire, or is mandatorily convertible into, Shares, excluding any instrument eligible to be qualified as regulatory capital under the Ordinance concerning Capital Adequacy and Risk Diversification for Banks and Securities Dealers dated 1 June 2012, as amended, that, pursuant to its terms or by operation of law, is capable of being converted into equity and/or being written off;
- (54) “**Screen Rate**” means, on any day and, in respect of the translation or conversion of CHF into another currency, the rate of exchange between CHF and such other currency appearing on Reuters page ECB 37 on such day, or, if such page is not available or such rate of exchange does not appear on such page on such day, the rate of exchange between CHF and such other currency appearing on such other screen or information service, or determined in such other manner, as the Principal Paying and Conversion Agent shall reasonably determine;
- (55) “**Scrip Dividend**” means a Non-Cash Distribution pursuant to which holders of Shares receive Shares in lieu of cash; *provided, however*, that a Non-Cash Distribution pursuant to

which holders of Shares may elect to receive either cash or Shares in lieu of cash or a combination thereof shall not be considered to be a Scrip Dividend;

- (56) “**Share Purchase Agreements**” means the share purchase option agreement and the share purchase and delivery agreement to be dated on or before the Payment Date, between the Issuer and CSG, as each may be amended, supplemented, restated or otherwise modified from time to time;
- (57) “**Shares**” means the fully paid registered shares of CSG, which as of the Payment Date have a nominal value of CHF 0.04 each;
- (58) “**SIX SIS**” means the SIX SIS Ltd or any successor to SIX SIS Ltd;
- (59) “**Specified Office**” means in the case of Credit Suisse AG, as Principal Paying and Conversion Agent or Transfer Agent, Credit Suisse AG, Uetlibergstrasse 231, attention: MOAG 23, CA Processing Funds, Derivatives and Proxy, 8045 Zurich, Switzerland (e-mail: cap.warrants@credit-suisse.com), or such other office as the Principal Paying and Conversion or the Transfer Agent may designate from time to time by providing notice to the Issuer and the Holders in writing in accordance with Condition 12;
- (60) “**Subsidiary**” means, with respect to any entity, a direct or indirect subsidiary of such entity within the meaning of applicable Swiss law;
- (61) “**Substitute Issuer**” has the meaning assigned to such term in Condition 10;
- (62) “**Take-over Bid**” means any take-over bid addressed to the shareholders of CSG being made for all Shares, whether in accordance with Chapter 4 (Public Takeover Offers) of Title 3 of the FMIA and its implementing ordinances or any other applicable take-over regulation;
- (63) “**Taxes**” has the meaning assigned to such term in Condition 7;
- (64) “**Trading Day**” means any day (other than a Saturday or Sunday) on which the Relevant Exchange is open for business and Shares may be dealt in;
- (65) “**Transfer Agent**” means Credit Suisse AG, in its capacity as transfer agent for the Restricted MCNs, and includes any successor to Credit Suisse AG, in its capacity as Transfer Agent, appointed as such by the Issuer;
- (66) “**U.S. Securities Act**” means the U.S. Securities Act of 1933, as amended; and
- (67) “**Volume Weighted Average Price**” means, in respect of a Share on any Trading Day, the volume-weighted average price of a Share on such Trading Day on the Relevant Exchange as published by or derived from Bloomberg Page CSGN SW Equity HP (setting Weighted Average Line) or such other source as shall be determined in good faith to be appropriate by a Common Expert on such Trading Day; *provided, however*, that if on any such Trading Day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share in respect of such Trading Day shall be (a) the Volume Weighted Average Price on the immediately preceding Trading Day on which the same can be so determined as provided above or (b) determined as a Common Expert might otherwise determine in good faith to be appropriate.

USE OF PROCEEDS

The net proceeds from the issuance of the MCNs (i.e., less commissions, fees and, with respect to the Series B MCNs, underwriting fees paid to the relevant Investors) will be approximately CHF [•]*.

The net proceeds from the issuance of the Series A MCNs will be (i) used by the Issuer to enter into and perform its obligations under the Share Purchase Option Agreement, pursuant to which the Issuer will prepay the Shares to be delivered by CSG thereunder and will pay an exercise price in the amount of the nominal value of the Shares as and when Shares are to be delivered under the Series A MCNs, and (ii) as to an amount equal to the aggregate Fixed Interest Amounts to be paid under the Terms of the Series A MCNs, held in the Issuer's bank account. CSG will use the net proceeds of such consideration for general corporate purposes. The number of underlying Shares to be created and delivered under the Share Purchase Option Agreement will be equal to the Conversion Ratio (as defined in the Terms of the Series A MCNs) of the aggregate principal amount of the Series A MCNs. Consequently, CSG will include the prepaid amount for such Shares in its common equity tier 1 capital calculated on a consolidated basis (share premium) and the exercise price in its share capital.

The net proceeds from the issuance of the Series B MCNs will be (i) used by the Issuer to enter into and perform its obligations under the Share Purchase and Delivery Agreement, pursuant to which the Issuer will prepay the aggregate nominal value of the Shares to be delivered by CSG thereunder and will, on or around the Payment Date, pay the remainder of the purchase price of such Shares, and (ii) as to an amount equal to the aggregate Fixed Interest Amounts to be paid under the Terms of the Series B MCNs, held in the Issuer's bank account. CSG will use the net proceeds of such consideration for general corporate purposes. The number of underlying Shares to be created and delivered under the Share Purchase and Delivery Agreement will be equal to the Conversion Ratio (as defined in the Terms of the Series B MCNs) of the aggregate principal amount of the Series B MCNs. CSG will include the amount received under the Share Purchase and Delivery Agreement in its common equity tier 1 capital calculated on a consolidated basis (share capital plus share premium).

See “*Description of the Share Purchase Option Agreement and Share Purchase and Delivery Agreement*” for more information.

DESCRIPTION OF THE SHARE PURCHASE OPTION AGREEMENT AND SHARE PURCHASE AND DELIVERY AGREEMENT

The Issuer is wholly-owned subsidiary of CSG that has been established for purposes of issuing the MCNs and using the proceeds of the issuance of the MCNs to enter into and perform its obligations under the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement (each as defined below).

Capitalised terms used but not defined in this section “*Description of the Share Purchase Option Agreement and Share Purchase and Delivery Agreement*” shall have the meanings assigned to such terms in the applicable Terms of the MCNs.

Share Purchase Option Agreement relating to Series A MCNs

On or prior to the Payment Date, the Issuer and CSG will enter into a share purchase option agreement (the “**Share Purchase Option Agreement**”) relating to the purchase of Shares by the Issuer to be delivered to the Holders upon conversion of the Series A MCNs and the payment of amounts by CSG equivalent to interest payments and other sums payable by the Issuer under the Series A MCNs.

Subject to the terms and conditions of the Share Purchase Option Agreement, CSG will grant to the Issuer the right to purchase Shares in a number equal to the number of Shares to be delivered by the Issuer to the Holders upon conversion of the Series A MCNs (the “**Underlying Shares of the Series A MCNs**”). CSG will be obliged to issue the Underlying Shares of the Series A MCNs for delivery under the Share Purchase Option Agreement in accordance with all applicable laws and regulations and its Articles of Association.

In consideration for CSG granting the right to purchase Underlying Shares of the Series A MCNs as provided in the Share Purchase Option Agreement, the Issuer will pay to CSG on the Payment Date an amount equal to the initial aggregate proceeds from the issue of the Series A MCNs, less (i) the aggregate Fixed Interest Amounts payable by the Issuer to the Holders in accordance with the Terms of the Series A MCNs, (ii) a CHF amount equal to all fees and expenses incurred in connection the entering into the Share Purchase Option Agreement and the issuance of Underlying Shares of the Series A MCNs, and (iii) a CHF amount equal to the aggregate nominal value of the Underlying Shares of the Series A MCNs. Such amount represents equity in CSG, being the surplus over the aggregate nominal value of the Underlying Shares of the Series A MCNs (*Mehrerlös*) and will be counted as common equity tier 1 capital of CSG on a consolidated (*Finanzgruppe*) basis as of the Payment Date.

The Issuer will deposit the amount equal to the aggregate Fixed Interest Amounts retained from the initial aggregate proceeds from the issue of the Series A MCNs in its bank account initially at Credit Suisse AG and will exclusively apply such amount to pay the aggregate Fixed Interest Amount per Series A MCNs in accordance with the Terms of the Series A MCNs.

Under the Share Purchase Option Agreement, the Issuer will have the right to purchase a certain number of Underlying Shares of the Series A MCNs at any time from (and including) the Payment Date to (and including) the Maturity Date. Furthermore, the Issuer will be obliged to purchase all Underlying Shares of the Series A MCNs upon the occurrence of an Accelerated Conversion Event or on the Maturity Date of the Series A MCNs. Any Underlying Shares of the Series A MCNs purchased by the Issuer prior to the occurrence of an Accelerated Conversion Event or prior to the Maturity Date of the Series A MCNs will be delivered to a blocked deposit account of the Issuer at the Principal Paying and Conversion Agent. Underlying Shares of the Series A MCNs that must be mandatorily purchased by the Issuer upon the occurrence of an Accelerated Conversion Event or on Maturity Date of the Series A MCNs will be directly delivered to the Principal Paying and Conversion Agent exclusively for the delivery to Holders on behalf of the Issuer upon conversion of the Series A MCNs in accordance with the Terms of the Series A MCNs.

The CHF amount equal to the aggregate nominal value of the Underlying Shares of the Series A MCNs will be paid by the Issuer to CSG as payment of subscription (*Liberierung*) of the Underlying Shares.

Under the Share Purchase Option Agreement, CSG will pay to the Issuer (i) an amount in CHF equal to each Floating Interest Amount due and payable by the Issuer on each Floating Interest Payment Date plus any Additional Amounts in respect thereof in accordance with the Terms of the Series A MCNs, and (ii) an amount in CHF equal to any and all amounts due and payable by the Issuer as compensation for fees and expenses and on account of any stamp, issue, registration and transfer taxes, in each case, incurred in connection with the issuance of the Series A MCNs, and the delivery of Shares, pursuant to the Terms of the Series A MCNs.

Should CSG become legally barred from creating and delivering or otherwise be unable to create and deliver any or all of the Underlying Shares of the Series A MCNs as provided for in the Share Purchase Option Agreement, the right of the Issuer to receive such Underlying Shares of the Series A MCNs shall be suspended for the entire period during which CSG is unable to create and/or deliver such Underlying Shares.

Should CSG become bankrupt or be liquidated or otherwise wound-up, the claims of the Issuer against CSG for the delivery of all Underlying Shares of the Series A MCNs not previously delivered in accordance with the Share Purchase Option Agreement will be converted into a monetary claim against CSG that entitles the Issuer to participate in the liquidation proceeds of CSG as if a holder of Shares, and not a creditor, *pro rata* in accordance with the respective number of Underlying Shares of the Series A MCNs to which the Issuer is entitled.

The claims of the Issuer against CSG under the Share Purchase Option Agreement will rank as follows: (i) monetary claims in lieu of the delivery of Underlying Shares of the Series A MCNs shall rank junior to the claims of creditors of CSG and *pari passu* with the rights of the holders of Shares; and (ii) claims for payments of a CHF amount equivalent to any Floating Interest Amount plus any Additional Amounts in respect thereof in accordance with the Terms of the Series A MCNs, less the CHF amount of any Cash Distributions received by the Issuer in respect of Underlying Shares of the Series A MCNs held in the blocked deposit account, if any, shall rank *pari passu* with the claims of all unsecured and unsubordinated creditors of CSG.

The Share Purchase Option Agreement will be governed by Swiss law.

Share Purchase and Delivery Agreement relating to Series B MCNs

On or prior to the Payment Date, the Issuer and CSG will enter into a share purchase and delivery agreement (the “**Share Purchase and Delivery Agreement**”) relating to the purchase and subscription of Shares by the Issuer to be delivered to the Holders upon conversion of the Series B MCNs and the payment of amounts to CSG equivalent to the value of subscribed shares (the “**Capital Increase Amount**”).

Subject to the terms and conditions of the Share Purchase and Delivery Agreement, CSG will issue and formally allocate to the Issuer new Shares to allow it to offer them to the existing shareholders of CSG via the Series B MCNs and grant to the Issuer the right to purchase Shares in a number equal to the number of Shares to be delivered by the Issuer to the Holders upon conversion of the Series B MCNs (the “**Underlying Shares of the Series B MCNs**”). CSG will be obliged to issue the Underlying Shares of the Series B MCNs for delivery under the Share Purchase and Delivery Agreement in accordance with all applicable laws and regulations and its Articles of Association.

Under the Share Purchase and Delivery Agreement, the Board will resolve on an increase of CSG’s share capital out of authorised capital by way of issuance of new Shares, whereby the statutory pre-emptive rights of the existing shareholders of CSG will be indirectly maintained and formally allocated to the Issuer to allow it to subscribe the newly issued Shares and offer them to existing shareholders of CSG *pro rata* to

their statutory pre-emptive rights via offering the Series B MCNs (the “**Capital Increase**”). The Issuer will subscribe for the Shares, deliver the corresponding subscription form to CSG, and, no later than on the subscription date, deposit or cause to be deposited funds for value of the Capital Increase Amount. No later than on the date of the Capital Increase, the Board will (i) adopt a report of the capital increase (*Kapitalerhöhungsbericht*), (ii) resolve on the Capital Increase and make all amendments to CSG’s Articles of Association necessary in connection with the capital increase (*Feststellungsbeschluss*), and (iii) file the Capital Increase resolution with the Commercial Register of the Canton of Zurich.

In addition to payment of the Capital Increase Amount by the Issuer to CSG as described above, in consideration for CSG granting of the right to purchase Underlying Shares of the Series B MCNs as provided in the Share Purchase and Delivery Agreement, the Issuer will pay to CSG on the Payment Date an amount equal to the initial aggregate proceeds from the issue of the Series B MCNs, less (i) the aggregate Fixed Interest Amounts payable by the Issuer to the Holders in accordance with the Terms of the Series B MCNs, (ii) a CHF amount equal to all fees and expenses incurred in connection the entering into the Share Purchase and Delivery Agreement and the issuance of Underlying Shares of the Series B MCNs, and (iii) a CHF amount equal to the aggregate nominal value of the Underlying Shares of the Series B MCNs. Such amount represents equity in CSG, being the surplus over the aggregate nominal value of the Underlying Shares of the Series B MCNs (*Mehrerlös*) and will be counted as common equity tier 1 capital of CSG on a consolidated (*Finanzgruppe*) basis.

The Issuer will deposit the amount equal to the aggregate Fixed Interest Amounts retained from the initial aggregate proceeds from the issue of the Series B MCNs in its bank account initially at Credit Suisse AG and will exclusively apply such amount to pay the aggregate Fixed Interest Amount per Series B MCNs in accordance with the Terms of the Series B MCNs.

Any Underlying Shares of the Series B MCNs purchased by the Issuer will be delivered to a blocked deposit account of the Issuer at the Principal Paying and Conversion Agent exclusively for the delivery to Holders on behalf of the Issuer upon conversion of the Series B MCNs in accordance with the Terms of the Series B MCNs.

The CHF amount equal to the aggregate nominal value of the Underlying Shares of the Series B MCNs will be paid by the Issuer to CSG as payment of subscription (*Liberierung*) of the Underlying Shares of the Series B MCNs.

Under the Share Purchase and Delivery Agreement, CSG will pay to the Issuer (i) an amount in CHF equal to each Floating Interest Amount due and payable by the Issuer on each Floating Interest Payment Date plus any Additional Amounts in respect thereof in accordance with the Terms of the Series B MCNs, and (ii) an amount in CHF equal to any and all amounts due and payable by the Issuer as compensation for fees and expenses and on account of any stamp, issue, registration and transfer taxes, in each case, incurred in connection with the issuance of the Series A MCNs, and the delivery of Shares, pursuant to the Terms of the Series B MCNs.

Should CSG become legally barred from creating and delivering or otherwise be unable to create and deliver any or all of the Underlying Shares of the Series B MCNs as provided for in the Share Purchase and Delivery Agreement, the right of the Issuer to receive such Underlying Shares of the Series B MCNs shall be suspended for the entire period during which CSG is unable to create and/or deliver such Underlying Shares of the Series B MCNs.

Should CSG become bankrupt or be liquidated or otherwise wound-up, the claims of the Issuer against CSG for the delivery of all Underlying Shares of the Series B MCNs not previously delivered in accordance with the Share Purchase and Delivery Agreement will be converted into a monetary claim against CSG that entitles the Issuer to participate in the liquidation proceeds of CSG as if a holder of

Shares, and not a creditor, pro rata in accordance with the respective number of Underlying Shares of the Series B MCNs to which the Issuer is entitled.

The claims of the Issuer against CSG under the Share Purchase and Delivery Agreement will rank as follows: (i) monetary claims in lieu of the delivery of Underlying Shares of the Series B MCNs shall rank junior to the claims of creditors of CSG and *pari passu* with the rights of the holders of Shares; and (ii) claims for payments of a CHF amount equivalent to any Floating Interest Amount plus any Additional Amounts in respect thereof in accordance with the Terms of the Series B MCNs, shall rank *pari passu* with the claims of all unsecured and unsubordinated creditors of CSG.

The Share Purchase and Delivery Agreement will be governed by Swiss law.

CREDIT SUISSE GROUP (GUERNSEY) VII, LIMITED

General

The Issuer, Credit Suisse Group (Guernsey) VII, Limited (registration number 69115), is a Guernsey-incorporated non-cellular company limited by shares. The Issuer was incorporated on 16 April 2021 in Guernsey and will continue in existence until it is removed from the Register of Companies in accordance with Guernsey law. The registered office of the Issuer is located at Helvetia Court, South Esplanade, St. Peter Port, Guernsey, GY1 3WF, Channel Islands. The Issuer's Legal Entity Identifier (LEI) Code is 213800SZFMXTCMU6PK17.

Business

The Issuer is wholly-owned subsidiary of CSG that has been established for purposes of issuing the MCNs and using the proceeds of the issuance of the MCNs to enter into and perform its obligations under the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement.

Management

The directors of the Issuer (the “**Directors**”) are as follows:

| Name | Position | Principal Activities outside the Issuer |
|-------------------|-----------------|---|
| Roger Rimann | Director | Head of Treasury, Credit Suisse AG, Guernsey Branch |
| Volker Bernd Bätz | Director | Head of Global Capital Allocation and RRO, Credit Suisse AG |
| Gary John Luxton | Director | Chief Financial Officer, Credit Suisse AG, Guernsey Branch |

The business address and the service address of the Directors is Helvetia Court, South Esplanade, St. Peter Port, Guernsey, GY1 3YJ, Channel Islands. There are no conflicts of interest between the private interests or other duties of the Directors listed above and their duties to the Issuer.

Dividends and Distributions

The Issuer has not paid any dividends nor made any distributions as those terms are defined under the Companies (Guernsey) Law, 2008 (as amended) since its incorporation. To the extent that a dividend may be declared or a distribution may be made, it will be subject to a solvency test and be paid in compliance with the Companies (Guernsey) Law, 2008 (as amended).

Assets and Liabilities

Other than as described under “*Description of the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement*”, the Issuer has not acquired any assets or incurred any loan capital or other borrowings or indebtedness or any contingent liabilities since its incorporation.

Auditors and Accounts

The shareholder of the Issuer has passed a shareholder resolution waiving the requirement for the Issuer to audit its accounts indefinitely in accordance with the Companies (Guernsey) Law, 2008 (as amended), and

the Issuer has therefore not appointed an auditor. **Accordingly, the Issuer does not have an auditor that is supervised by a foreign audit oversight authority that is recognised by the Swiss Federal Council.**

The Issuer was incorporated on 16 April 2021 and has not yet prepared any accounts. The Issuer's accounting reference date is 31 December and its accounts will be prepared in accordance with International Financing Reporting Standards (IFRS) as issued by the International Accounting Standards Board and applicable law as at, and for the period ending, 31 December 2021.

The Issuer does not have an audit committee. As a subsidiary of CSG it complies with CSG's overall corporate governance regime.

Business Purpose

The Issuer's objects are not restricted in its memorandum of incorporation dated 16 April 2021, so in accordance with Section 113 of the Companies (Guernsey) Law, 2008 (as amended), its objects are unrestricted.

Most Recent Business Performance

The Issuer has been established for the purpose of issuing the MCNs and has not carried on any business since its date of incorporation.

Share Capital

The share capital of the Issuer is an unlimited number of shares of no par value that may be issued as ordinary shares. The issued share capital of the Issuer as at the date hereof is CHF 5,000,001 divided into 5,000,001 fully paid up ordinary shares of no par value with an issue price of CHF 1.00 each.

Court, Arbitral and Administration Proceedings

Except as disclosed in this Prospectus (including the documents incorporated by reference herein), there are no pending or threatened court, arbitral or administrative proceedings of which the Issuer is aware that are of material importance to the Issuer's assets and liabilities or profits and losses.

Material Changes

Except as otherwise disclosed in this Prospectus (including the documents incorporated by reference herein), no material changes have occurred in the Issuer's assets and liabilities, financial position or profits and losses since the date of incorporation of the Issuer.

Authorisation

The issue of MCNs has been duly authorised by a meeting of the Board of Directors of Issuer held on 20 April 2021.

CREDIT SUISSE GROUP AG

Structure and Business

CSG is a holding company for financial services companies that is domiciled in Switzerland.

The Group's strategy builds on its core strengths: its position as a leading global wealth manager, its specialist investment banking capabilities and its strong presence in its home market of Switzerland. The Group seeks to follow a balanced approach with its wealth management activities, aiming to capitalise on both the large pool of wealth within mature markets as well as the significant growth in wealth in Asia Pacific and other emerging markets. Founded in 1856, the Group today has a global reach with operations in about 50 countries and, as of 31 December 2020, had 48,770 employees from over 150 different nations. The Group's broad footprint helps it to generate a more geographically balanced stream of revenues and net new assets and allows it to capture growth opportunities around the world. The Group serves its clients through three regionally focused divisions: Swiss Universal Bank, International Wealth Management and Asia Pacific. These regional businesses are supported by the Investment Bank division. The Group's business divisions cooperate closely to provide holistic financial solutions, including innovative products and specially tailored advice. Effective 1 April 2021, the Asset Management business has been separated from the International Wealth Management division and managed as a new separate division of the Group. The Group's Asset Management business offers investment solutions and services globally to a broad range of clients, including pension funds, governments, foundations and endowments, corporations and individuals.

Swiss Universal Bank

The Swiss Universal Bank division offers comprehensive advice and a wide range of financial solutions to private, corporate and institutional clients primarily domiciled in the Group's home market of Switzerland, which offers attractive growth opportunities and where the Group can build on a strong market position across its key businesses. Its Private Clients business has a leading franchise in the Swiss home market and serves ultra-high-net-worth individual, high-net-worth individual, affluent and retail clients. Its Corporate & Institutional Clients business serves large corporate clients, small and medium-sized enterprises, institutional clients, external asset managers, financial institutions and commodity traders.

International Wealth Management

The International Wealth Management division through its Private Banking business offers comprehensive advisory services and tailored investment and financing solutions to wealthy private clients and external asset managers in Europe, the Middle East, Africa and Latin America, utilising comprehensive access to the broad spectrum of the Group's global resources and capabilities as well as a wide range of proprietary and third-party products and services.

Asia Pacific

The Asia Pacific division delivers an integrated wealth management, financing, underwriting and advisory offering to its target ultra-high-net-worth, entrepreneur and corporate clients. The Asia Pacific division provides a comprehensive suite of wealth management products and services to its clients in Asia Pacific and provides a broad range of advisory services related to debt and equity underwriting of public offerings and private placements as well as mergers and acquisitions. Its close collaboration with the Investment Bank supports and enables wealth management activities in the region through the delivery of holistic, innovative products and tailored advice.

Investment Bank

The Investment Bank division delivers client-centric sales and trading products, services and solutions across all asset classes and regions as well as advisory, underwriting and financing services. Its range of products and services includes global securities sales, trading and execution, prime brokerage, capital raising and comprehensive corporate advisory services. Additionally, the Global Trading Solutions platform provides centralised trading and sales services to the Group's other business divisions. The Investment Bank division's clients include financial institutions and sponsors, corporations, governments, ultra-high-net-worth individuals, sovereigns and institutional investors.

Management

Board of Directors of CSG

The members of the Board as of the date of this Prospectus are listed below. As of the date hereof, the composition of the Board of Directors of CSG and the Board of Directors of Credit Suisse AG is identical. For purposes of the table below only, references to the "Board" are to both the Board of Directors of CSG and the Board of Directors of Credit Suisse AG, except as otherwise specified.

| <u>Name</u> | <u>Business address</u> | <u>Position held</u> |
|-------------|---|--|
| Urs Rohner | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | Professional history 2004 - present: Credit Suisse Member of the Board (2009 - present) Chairman of the Board and the Governance and Nominations Committee (2011 - present) Member of the Conduct and Financial Crime Control Committee (2019 - present, Chair 2019 - 2020) Member of the Innovation and Technology Committee (2015 - present) Member of the Board of Directors of Credit Suisse (Schweiz) AG (2015 - present) Vice-Chair of the Board and member of the Governance and Nominations Committee (2009 - 2011) Member of the Risk Committee (2009 - 2011) Chief Operating Officer of Credit Suisse Group AG and Credit Suisse AG (2006 - 2009) General Counsel of Credit Suisse AG (2005 - 2009) General Counsel of Credit Suisse Group AG (2004 - 2009) Member of the Executive Board of Credit Suisse AG (2005 - 2009) Member of the Executive Board of Credit Suisse Group AG (2004 - 2009) Prior to 2004: 2000 - 2004: ProSiebenSat.1 Media AG Chairman of the Executive Board and CEO 1983 - 1999: Lenz & Staehelin Partner (1992 - 1999) Attorney (1983 - 1988; 1990 - 1992) 1988 - 1989: Sullivan & Cromwell LLP, New York, United States |

Attorney

Education

1990 Admission to the bar of the State of New York

1986 Admission to the bar of the Canton of Zurich

1983 Master in Law (lic.iur.), University of Zurich, Switzerland

Other activities and functions

GlaxoSmithKline plc, board member

Swiss Bankers Association, vice chairman*

Swiss Finance Council, board member*

Institute of International Finance, board member*

European Banking Group, member*

European Financial Services Round Table, member*

University of Zurich Department of Economics, member of the advisory board
Lucerne Festival, board of trustees member

*Mr. Rohner performs functions in these organisations in his capacity as Chairman of the Group

Iris Bohnet

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Professional history

2012 - present: Credit Suisse

Member of the Board (2012 - present)

Member of the Compensation Committee (2012 - present)

Chair of the Sustainability Advisory Committee (2021 - present)

Member of the Innovation and Technology Committee (2015 - present)

1998 - present: Harvard Kennedy School

Academic Dean (2018 - present; 2011 - 2014)

Albert Pratt Professor of Business and Government (2018 - present)

Director of the Women and Public Policy Program (2008 - present)

Professor of public policy (2006 - 2018)

Associate professor of public policy (2003 - 2006)

Assistant professor of public policy (1998 - 2003)

1997 – 1998: Haas School of Business, University of California at Berkeley

Visiting scholar

Education

1997 Doctorate in Economics, University of Zurich, Switzerland

1992 Master's degree in Economic History, Economics and Political Science, University of Zurich, Switzerland

Christian Gellerstad

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Other activities and functions

Publicis Groupe Diversity Progress Council, member
Economic Dividends for Gender Equality (EDGE), advisory board member
We Shape Tech, advisory board member
Women in Banking and Finance, patron
UK Government's Equalities Office/BIT, advisor
Take The Lead Women, advisor

Professional history

2019 - present: Credit Suisse
Member of the Board (2019 - present)
Chair of the Conduct and Financial Crime Control Committee (2020 - present)
Member of the Governance and Nominations Committee (2020 - present)
Member of the Compensation Committee (2019 - present)
Member of the Conduct and Financial Crime Control Committee (2019 - present)
1994 - 2018: Pictet Group
CEO, Pictet Wealth Management (2007 - 2018)
Executive Committee Member, Banque Pictet & Cie SA, Geneva (2013 - 2018)
Equity Partner, Pictet Group (2006 - 2018)
CEO and Managing Director, Banque Pictet & Cie (Europe) S.A., Luxembourg (2000 - 2007)
Deputy CEO and Senior Vice President, Pictet Bank & Trust Ltd., Bahamas (1996 - 2000)
Financial Analyst & Portfolio Manager, Pictet & Cie, Geneva (1994 - 1996)
Before 1994: Cargill International, Emerging Markets Trader

Education

2019 Board Director Diploma, International Institute for Management Development (IMD), Switzerland
1996 Certified International Investment Analyst (CIIA) & Certified Portfolio Manager and Financial Analyst (AZEK)
1993 Master's in Business Administration and Economics, University of St. Gallen (HSG), Switzerland

Other activities and functions

Elatior SA, chairman
Nubica SA, board member
Taurus Group SA, board member
FAVI SA, board member
AFICA SA, board member
Tsampéhro SA, board member

Andreas Gottschling

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Professional history

2017 - present: Credit Suisse
Member of the Board (2017 - present)
Chair of the Risk Committee (2018 - present)
Member of the Governance and Nominations Committee (2018 - present)
Member of the Audit Committee (2018 - present)
Member of the Risk Committee (2017 - present)
Member of the board of Credit Suisse International and Credit Suisse Securities (Europe) Limited (UK subsidiaries) (2018 - present)
2013 - 2016: Erste Group Bank, Vienna
Chief Risk Officer and Member of the Management Board
2012 - 2013: McKinsey and Company, Zurich
Senior Advisor Risk Practice
2005 - 2012: Deutsche Bank, London, Frankfurt and Zurich
Member of the Risk Executive Committee & Divisional Board (2005 - 2012)
Global Head Operational Risk (2006 - 2010)
Global Head of Risk Analytics and Instruments (2005 - 2011)
2003 - 2005: LGT Capital Management, Switzerland
Head of Quant Research
2000 - 2003: Euroquants, Germany
Consultant
1997 - 2000: Deutsche Bank Frankfurt
Head of Quantitative Analysis

Education

1997 Doctorate in Economics, University of California, San Diego, United States
1991 Postgraduate Studies in Physics, Mathematics and Economics, Harvard University, Cambridge, United States
1990 Degrees in Mathematics and Economics, University of Freiburg, Germany

Other activities and functions

Deutsche Börse AG, supervisory board member

Michael Klein

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Professional history

2018 - present: Credit Suisse
Member of the Board (2018 - present)
Member of the Compensation Committee (2019 - present)
Member of the Risk Committee (2018 - present)
2010 - present: M Klein & Company
Managing Partner
1985 - 2008: Citigroup
Vice Chairman

Chairman Institutional Clients Group
Chairman & Co-CEO Markets & Banking
Co-President Markets and Banking
CEO, Global Banking
CEO Markets and Banking EMEA
Various senior management positions

Education

1985 Bachelor of Science in Economics
(Finance and Accounting), The Wharton
School, University of Pennsylvania, United
States

Other activities and functions

MultiPlan, board member
Churchill Capital Corp. II, IV, V, VI, VII,
board member
TBG Europe NV, board member
edX, board member
Chatham House, senior advisor
Harvard Global Advisory Board, member
Investments Committee & Joint Staff Pension
Fund, United Nations, advisory board member
Peterson Institute for International Economics,
board member
The World Food Programme, investment
advisory board member
Conservation International, board member
Horace Mann School, board of trustees
member

Shan Li

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Professional history

2019 - present: Credit Suisse
Member of the Board (2019 - present)
Member of the Risk Committee (2019 -
present)
2015 - present: Silk Road Finance
Corporation Limited, Hong Kong
CEO
2010 - present: Chinastone Capital
Management Limited, Shanghai
Chairman and CEO
2005 - present: San Shan Capital Partners,
Hong Kong
Founding Partner
1998 - present: Fang Holdings Limited
Co-Founder
2013 - 2015: China Development Bank,
Beijing
Chief International Business Advisor
2010 - 2011: UBS Asia Investment Bank,
Hong Kong
Vice Chairman
2001 - 2005: Bank of China International
Holdings, Hong Kong
CEO
1999 - 2001: Lehman Brothers Asia, Hong
Kong
Head of China Investment Banking
1998 - 1999: China Development Bank,

Beijing

Deputy Head of Investment Bank
Preparation Leading Group
1993 - 1998: Goldman Sachs
Executive Director, Goldman Sachs
International, London (1997 - 1998)
Executive Director, Goldman Sachs (Asia),
Hong Kong (1995 - 1997)
International Economist, Goldman Sachs &
Co., New York (1993 - 1995)
1993: Credit Suisse First Boston, New York,
Associate

Education

1994 PhD in Economics, Massachusetts
Institute of Technology (MIT), United States
1988 MA in Economics, University of
California, Davis, United States
1986 Bachelor of Science in Management
Information Systems, Tsinghua University,
Beijing, China

Other activities and functions

Beijing International Wealth Management
Institute, Chairman
CMMB Vision Holdings Ltd, Member of the
board
Chinese Financial Association of Hong Kong,
Vice Chairman
Bauhinia Party, Co-founder
13th National Committee of the Chinese
People's Political Consultative Conference
(CPPCC), member
MIT Economics Visiting Committee, member
Silk Road Planning Research Center, Vice
Chairman
Tsinghua Institute for Governance Studies,
Vice Chairman
MIT Sloan Finance Advisory Board, member
National Center for Economics Research at
Tsinghua University, Deputy Director

Seraina Macia

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Professional history

2015 - present: Credit Suisse
Member of the Board (2015 - present)
Member of the Risk Committee (2018 -
present)
Member of the Audit Committee (2015 -
2018)
2020 - present: Joyn Insurance Services LLC
CEO and Co-founder
2017 - 2020: Blackboard U.S. Holdings, Inc.
(AIG Corporation)
Executive Vice President of AIG & CEO of
Blackboard (AIG technology focused
subsidiary; formerly Hamilton USA)
2016 - 2017: Hamilton Insurance Group
CEO, Hamilton USA
2013 - 2016: AIG Corporation
Executive Vice-President of AIG and CEO
Regional Management & Operations of

AIG, New York (2015 - 2016)
 CEO and President of AIG EMEA, London
 (2013 - 2016)
 2010 - 2013: XL Insurance North America
 Chief Executive
 2002 - 2010: Zurich Financial Services
 President Specialties Business Unit, Zurich
 North America Commercial, New York,
 (2007 - 2010)
 CFO, Zurich North America Commercial,
 New York
 (2006 - 2007)
 Various positions, among others: head of the
 joint investor relations and ratings agencies
 management departments; head of rating
 agencies management; senior investor
 relations officer (2002 - 2008)
 2000 - 2002: NZB Neue Zuercher Bank
 Founding partner and financial analyst
 1990 - 2000: Swiss Re
 Rating Agency Coordinator, Swiss Re
 Group (2000)
 Senior Underwriter and Deputy Head of
 Financial Products, Melbourne (1996 -
 1999)
 Various senior underwriting and finance
 positions, Zurich (1990 - 1996)

Education

2001 Chartered Financial Analyst (CFA),
 CFA Institute, United States
 1999 MBA, Monash Mt Eliza Business
 School, Australia
 1997 Post-graduate certificate in
 Management, Deakin University, Australia

Other activities and functions

BanQu, chair
 CFA Institute, member
 Food Bank for New York City, chair

Richard Meddings

Credit Suisse Group AG
 Paradeplatz 8
 8001 Zurich
 Switzerland

Professional history

2020 - present: Credit Suisse
 Member of the Board (2020 - present)
 Chair of the Audit Committee (2020 -
 present)
 Member of the Governance and
 Nominations Committee (2020 - present)
 Member of the Conduct and Financial
 Crime Control Committee (2020 - present)
 Member of the Risk Committee (2020 -
 present)
 2018 - present: TSB Bank plc
 Chairman
 Interim Executive Chairman (2018 - 2019)
 2017 - 2019: Jardine Lloyd Thompson Group
 Plc
 Non-Executive Director
 Chair of the Remuneration Committee
 Member of the Audit and Risk Committee
 2015 - 2019: Deutsche Bank AG

Member of the Supervisory Board
 Chair of the Audit Committee, member of
 the Risk Committee and member of the
 Strategy Committee
 2014 - 2017: Legal & General Group Plc
 Non-Executive Director
 Chair of the Risk Committee
 Member of the Audit and Remuneration
 Committee
 2008 - 2014: 3i Group Plc
 Non-Executive Director and Senior
 Independent Director
 Chair of the Audit and Risk Committee
 2002 - 2014: Standard Chartered Group plc
 Group Executive Director
 Finance Director (2006 - 2014)
 2000 - 2002: Barclays Plc
 Group Financial Controller
 COO, Wealth Management Division
 1999 - 2000: Woolwich Plc
 Group Finance Director
 Prior to 1999:
 BZW (CSFB) (1996 - 1999)
 Hill Samuel Bank (1984 - 1996)
 Price Waterhouse (1980 - 1984)

Education

1983 UK Chartered Accountant, Institute of
 Chartered Accountants in England and Wales
 1980 MA Modern History, Exeter College,
 Oxford

Other activities and functions

HM Treasury Board, Non-Executive Director
 Teach First, Director and member of the
 Board of Trustees
 Hastings Educational Opportunity Area, Chair

Kai S. Nargolwala

Credit Suisse Group AG
 Paradeplatz 8
 8001 Zurich
 Switzerland

Professional history

2008 - present: Credit Suisse
 Member of the Board (2013 - present)
 Member of the Conduct and Financial
 Crime Control Committee (2019 - present)
 Chair of the Compensation Committee
 (2017 - present)
 Member of the Governance and
 Nominations Committee (2017 - present)
 Member of the Innovation and Technology
 Committee (2015 - present)
 Member of the Compensation Committee
 (2014 - present)
 Member of the Risk Committee (2013 -
 2017)
 Non-executive chairman of Credit Suisse's
 Asia Pacific region (2010 - 2011)
 Member of the Executive Board of Credit
 Suisse Group AG and Credit Suisse AG
 (2008 - 2010)
 CEO of Credit Suisse's Asia Pacific region
 (2008 - 2010)
 1998 - 2007: Standard Chartered plc

Main board executive member
Prior to 1998: Bank of America
Group executive vice president and head of Asia Wholesale Banking Group in Hong Kong (1990 - 1995)
Head of High Technology Industry group in San Francisco and New York (1984 - 1990)
Various management and other positions in the UK (1976 - 1984)
1970 - 1976: Peat Marwick Mitchell & Co., London
Accountant

Education

1974 Fellow of the Institute of Chartered Accountants (FCA), England and Wales
1969 BA in Economics, University of Delhi, India

Other activities and functions

Prudential plc./Prudential Corporation Asia Limited, non-executive director
PSA International Pte. Ltd., non-executive director
Temasek International Pte. Ltd., Sustainable Finance Steering Committee, co-chair
Singapore Pools (Private) Limited, Deputy Chairman
Singapore Institute of Directors, Fellow

Ana Paula Pessoa

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Professional history

2018 - present: Credit Suisse
Member of the Board (2018 - present)
Member of the Conduct and Financial Crime Control Committee (2019 - present)
Member of the Audit Committee (2018 - present)
Member of the Innovation and Technology Committee (2018 - present)
2017 - present: Kunumi AI
Partner, Investor and Chair
2015 - 2017: Olympic & Paralympic Games 2016
CFO of Organising Committee
2012 - 2015: Brunswick Group
Managing partner of Brazilian Branch
2001 - 2011: Infoglobo Newspaper Group
CFO and Innovation Director
1993 - 2001: Globo Organizations
Senior management positions in several media divisions

Education

1991 MA, FRI (Development Economics), Stanford University, California, United States
1988 BA, Economics and International Relations, Stanford University, California, United States

| | | |
|--------------------|---|--|
| | | <p>Other activities and functions Cosan, board member Suzano Pulp and Paper, board member Vinci Group, board member News Corporation, board member Global Advisory Council for Stanford University, member Instituto Atlántico de Gobierno, advisory board member Fundação Roberto Marinho, member of the Audit Committee</p> |
| Joaquin J. Ribiero | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Professional history 2016 - present: Credit Suisse Member of the Board (2016 - present) Member of the Audit Committee (2016 - present) 1997 - 2016: Deloitte LLP, United States Vice Chairman (2010 - 2016) Chairman of Global Financial Services Industry practice (2010 - 2016) Head of U.S. Financial Services Industry practice (2003 - 2010) Head of Global Financial Services Industry practice in Asia (1997 - 2003) Head of South East Asian Corporate Restructuring practice (1997 - 2000) 2005 - 2010: World Economic Forum Senior advisor to Finance Governor's Committee</p> <p>Education 1996 Executive Business Certificate, Columbia Business School, New York, United States 1988 MBA in Finance, New York University, New York, United States 1980 Certified Public Accountant, New York State, United States 1978 Bachelor degree in Accounting, Pace University, New York, United States</p> <p>Other activities and functions Mr. Ribeiro currently does not hold directorships in any other organisations</p> |
| Severin Schwan | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Professional history 2014 - present: Credit Suisse Member of the Board (2014 - present) Vice-Chair and Lead Independent Director of the Board (2017 - present) Member of the Governance and Nominations Committee (2017 - present) Member of the Risk Committee (2014 - present) Member of the board of directors of Credit Suisse (Schweiz) AG (2015 - 2017) 1993 - present: Roche Group CEO (2008 - present)</p> |

Member of the board of Roche Holding Ltd.
(2013 - present)
CEO, Division Roche Diagnostics
(2006 - 2008)
Head of Asia Pacific Region, Roche
Diagnostics Singapore (2004 - 2006)
Head of Global Finance & Services, Roche
Diagnostics Basel (2000 - 2004)
Various management and other positions
with Roche Germany, Belgium and
Switzerland (1993 - 2000)

Education

1993 Doctor of Law, University of Innsbruck,
Austria
1991 Master's degrees in Economics and
Law, University of Innsbruck, Austria

Other activities and functions

International Business Leaders Advisory
Council for the Mayor of Shanghai, member

John Tiner

Credit Suisse Group AG
Paradeplatz 8
8001 Zurich
Switzerland

Professional history

2009 - present: Credit Suisse
Member of the Board (2009 - present)
Member of the Audit Committee (2009 -
present)
Member of the Conduct and Financial
Crime Control Committee (2019 - 2020)
Chair of the Audit Committee (2011 - 2020)
Member of the Governance and
Nominations Committee (2011 - 2020)
Member of the Risk Committee (2011 -
2020)
Member of the board of Credit Suisse
Holdings (USA), Inc., Credit Suisse (USA),
Inc. and Credit Suisse Securities (USA)
LLC (U.S. subsidiaries) (2015 - present)
2008 - 2013: Resolution Operations LLP
CEO
2001 - 2007: Financial Services Authority
(FSA)
CEO (2003 - 2007)
Managing director of the investment,
insurance and consumer directorate (2001 -
2003)
Prior to 2001: Arthur Andersen, UK
Managing partner, UK Business Consulting
(1998 - 2001)
Managing partner, Worldwide Financial
Services practice (1997 - 2001)
Head of UK Financial Services practice
(1993 - 1997)
Partner in banking and capital markets
(1988 - 1997)
Auditor and consultant, Tansley Witt (later
Arthur Andersen UK) (1976 - 1988)

Education

2010 Honorary Doctor of Letters, Kingston University, London, England
1981 UK Chartered Accountant, Institute of Chartered Accountants in England and Wales

Other activities and functions

Ardonagh Group Limited, chairman
Salcombe Brewery Limited, chairman

| | |
|--|---|
| Honorary Chairman of the Board of Credit Suisse Group AG | Credit Suisse Group AG |
| Rainer E. Gut | Paradeplatz 8 8001 Zurich Switzerland |

The Board consists solely of non-executive directors within the Group, of which at least the majority must be determined to be independent. As of the date of this Prospectus, all members of the Board are independent.

On 1 December 2020, the Board announced that it will propose to the shareholders of CSG to elect António Horta-Osório as the new Chairman of the Board at CSG's next annual general meeting, which will be held on 30 April 2021. For further information, refer to "*IV—Corporate Governance—Board of Directors—Chairman succession*" in the Annual Report 2020. Urs Rohner, the current Chairman of the Board, will not be standing for re-election as Chairman at CSG's next annual general meeting.

Executive Board of CSG (the "Executive Board")

The Executive Board is responsible for the day-to-day operational management of the Group under the leadership of the CEO. Its main duties and responsibilities include:

- establishment of the strategic business plans for the Group and for the principal businesses, which are subject to approval by the Board;
- regular review and coordination of significant initiatives, projects and business developments in the divisions and the corporate functions, including important risk management matters;
- regular review of the consolidated and divisional financial performance, including progress on key performance indicators, as well as the Group's capital and liquidity positions and those of its major subsidiaries;
- appointment and dismissal of senior managers, with the exception of managers from Internal Audit, and the periodic review of senior management talent across the Group and talent development programmes;
- review and approval of business transactions, including mergers, acquisitions, establishment of joint ventures and establishment of subsidiary companies; and
- approval of key policies for the Group.

The members of the Executive Board as of the date of this Prospectus are listed below. As of the date hereof, the composition of the Executive Board of CSG and the Executive Board of Credit Suisse AG is identical, with the exception of Mr. Helfenstein, who is a member of the Executive Board of CSG, but not of Credit Suisse AG. For purposes of the table below only, references to the "Executive Board" are to both the Executive Board of CSG and the Executive Board of Credit Suisse AG, except as otherwise specified.

| Name | Business address | Position held |
|---------------------|---|---|
| Thomas P. Gottstein | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Professional history</p> <p>1999 - present: Credit Suisse Chief Executive Officer (2020 - present) Member of the board of Credit Suisse (Schweiz) AG (2020 - present) Member of the Executive Board of Credit Suisse Group AG (2015 - present) Member of the Executive Board of Credit Suisse AG (2015 - 2016; 2020 - present) CEO Credit Suisse (Schweiz) AG (2016 – 2020) CEO Swiss Universal Bank (2015 - 2020) Head of Premium Clients Switzerland & Global External Asset Managers (2014 - 2015) Head of Investment Banking Coverage Switzerland (2010 - 2013) Co-Head of Equity Capital Markets EMEA (2007 - 2009) Head Equity Capital Markets Switzerland, Austria and Scandinavia, London (2005 - 2007) Head Equity Capital Markets Switzerland, Zurich (2002 - 2005) Investment Banking Department Switzerland (1999 - 2002) Prior to 1999: UBS Telecoms Investment Banking and Equity Capital Markets, London (1993 - 1999) Group Controlling, Zurich (1990 - 1993)</p> <p>Education</p> <p>1995 PhD in Finance and Accounting, University of Zurich, Switzerland 1989 Degree in Business Administration and Economics, University of Zurich, Switzerland</p> <p>Other activities and functions</p> <p>Credit Suisse Foundation, board member Swiss Entrepreneurs Foundation, member of the board Opernhaus Zurich, member of the board and audit committee</p> |
| Romeo Cerutti | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Professional history</p> <p>2006 - present: Credit Suisse General Counsel (2009 - present) Member of the Executive Board (2009 - present) Global Co-Head of Compliance, Credit Suisse AG (2008 - 2009) General Counsel, Private Banking (2006 - 2009) 1999 - 2006: Lombard Odier Darier Hentsch & Cie Partner of the Group Holding (2004 - 2006) Head of Corporate Finance (1999 - 2004) 1995 - 1999: Homburger Rechtsanwälte,</p> |

| Name | Business address | Position held |
|-------------------------|---|--|
| | | <p>Zurich Attorney-at-law Prior to 1995: Latham and Watkins, Los Angeles Attorney-at-law</p> <p>Education 1998 Post-doctorate degree in Law (Habilitation), University of Fribourg, Switzerland 1992 Admission to the bar of the State of California 1992 Master of Law (LLM), University of California, Los Angeles, United States 1990 Doctorate in Law, University of Fribourg, Switzerland 1989 Admission to the bar of the Canton of Zurich 1986 Master in Law (lic.iur.), University of Fribourg, Switzerland</p> <p>Other activities and functions Vifor Pharma Ltd., board member Swiss Finance Institute (SFI), chairman Swiss-American Chamber of Commerce, legal group member Ulrico Hoepli Foundation, board of trustees member</p> |
| Brian Chin ⁺ | Credit Suisse Eleven Madison Avenue New York, NY 10010 United States | <p>Professional history 2003 - present: Credit Suisse CEO Investment Bank (2020 - present) CEO Global Markets (2016 – 2020) Member of the Executive Board (2016 - present) Member of the board of Credit Suisse Holdings (USA), Inc., Credit Suisse (USA), Inc. and Credit Suisse Securities (USA) LLC (U.S. subsidiaries) (2016 - present) Co-Head of Credit Pillar within Global Markets (2015 - 2016) Global Head of Securitised Products and Co-Head of Fixed Income, Americas (2012 - 2016) Other senior positions within Investment Banking (2003 - 2012) 2000 - 2003: Deloitte & Touche LLP Senior analyst, Securitization Transaction Team Prior to 2000: PricewaterhouseCoopers LLP, Capital Markets Advisory Services The United States Attorney’s Office, Frauds Division</p> <p>Education 2000 BS in Accounting, Rutgers University, New Jersey, United States</p> |

| Name | Business address | Position held |
|-------------------|---|---|
| André Helfenstein | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Other activities and functions Credit Suisse Americas Foundation, board member</p> <p>Professional history 2007 - present: Credit Suisse Chief Executive Officer of Swiss Universal Bank (2020 - present) Chief Executive Officer of Credit Suisse (Schweiz) AG (2020 - present) Member of the Executive Board (2020 - present) Head of Institutional Clients, Swiss Universal Bank (2017 - 2020) Head of Corporate & Institutional Clients, Swiss Universal Bank (2015 - 2017) Private & Wealth Management organisation in Switzerland: Region Head Zurich and Head of Private Banking Clients, Region Zurich (2013 - 2015) Private & Wealth Management organisation in Switzerland: Head of Private Clients Region Zurich (2010 - 2013) Head of Products, Sales & Pricing, Credit Suisse Private Banking (2007 - 2010) 1996 - 2007: The Boston Consulting Group (BCG) Partner & managing director (2005 - 2007) Director BCG Switzerland Recruiting and member of the BCG Switzerland and U.S. Career Development Committees (2005 - 2007) Various management and other positions (1996 - 2000) 1993 - 1995: STB UnternehmensentwicklungenAG (VZ VermögensZentrum AG) Associate</p> <p>Education 1992 Master Degree in Business, University of St. Gallen, Switzerland 1990 Certificate in Psychology/Sociology, Université de la Sorbonne, Paris, France</p> <p>Other activities and functions Pension Fund CS Group (Schweiz), member of the foundation board and the investment committee Pension Fund 2 CS Group (Schweiz), member of the foundation board Credit Suisse Foundation, foundation board member FINMA Private Banking Panel, member SIX Group AG, member of the board and the risk committee Swiss Entrepreneurs Foundation, member of the foundation board</p> |

| Name | Business address | Position held |
|---------------|---|---|
| Lydie Hudson | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Europa Forum Luzern, steering committee member</p> <p>Venture Incubator AG, vice chairman of the board</p> <p>Foundation Bessamin, member of the foundation board</p> <p>Professional history</p> <p>2008 - present: Credit Suisse CEO Sustainability, Research & Investment Solutions (2020 - present) Member of the Executive Board (2019 - present) Chief Compliance and Regulatory Affairs Officer (2020) Chief Compliance Officer (2019 - 2020) Chief Operating Officer, Global Markets (2015 - 2019) Chief Operating Officer, Global Equities (2014 - 2015) Various management and strategy roles in Equities, Fixed Income and Asset Management (2008 - 2014) 2006 - 2008: The Boston Consulting Group Consultant 2001 - 2004: Lehman Brothers Associate, Analyst, Global Real Estate Group</p> <p>Education</p> <p>2006 Masters in Business Administration (MBA), Harvard Business School, United States 2001 Bachelor of Arts (BA), International Politics and Economics, Middlebury College, Vermont, United States</p> <p>Other activities and functions</p> <p>Women's Leadership Board, Harvard, board member Good Shepherd Services, board member World Economic Forum, Young Global Leader</p> |
| Ulrich Körner | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Professional history</p> <p>04/2021 - present: Credit Suisse Member of the Executive Board (04/2021 - present) CEO Asset Management (04/2021 - present)</p> <p>2009 - 2020: UBS Member of the Group Executive Board Senior Advisor to the CEO of UBS Group (2019 - 2020) CEO of UBS Asset Management (2014 - 2019) CEO of UBS Europe, Middle East & Africa (2011 - 2019) Group Chief Operating Officer, CEO of Corporate Center (2009 - 2013)</p> |

| Name | Business address | Position held |
|------------------|---|---|
| David R. Mathers | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>1998 - 2009: Credit Suisse Member of the Group Executive Board CEO Switzerland (2006 - 2008) Chief Financial Officer and Chief Operating Officer (since 2004) of Credit Suisse/Credit Suisse Financial Services (2002 - 2005) CEO Technology and Services (2000 - 2001) CFO Switzerland (1998 - 2000)</p> <p>Prior to 1997: McKinsey & Company, Senior Engagement Manager Revisuisse, Price Waterhouse, Auditor</p> <p>Education 1993 PhD in Economics, University of St. Gallen, Switzerland 1988 Master's degree in Economics, University of St. Gallen, Switzerland</p> <p>Other activities and functions Lyceum Alpinum Zuoz AG, Vice Chairman of the Board of Directors</p> <p>Professional history 1998 - present: Credit Suisse Chief Financial Officer (2010 - present) Member of the Executive Board (2010 - present) CEO of Credit Suisse International and Credit Suisse Securities (Europe) Limited (UK subsidiaries) (2016 - present) Chairman of Asset Resolution Unit (2019 - present) Head of Strategic Resolution Unit (2015 - 2018) Head of IT and Operations (2012 - 2015) Head of Finance and COO of Investment Banking (2007 - 2010) Senior positions in Credit Suisse's Equity business, including Director of European Research and Co-Head of European Equities (1998 - 2007)</p> <p>Prior to 1998: HSBC Global head of equity research (1997 - 1998) Research analyst, HSBC James Capel (1987 - 1997)</p> <p>Education 1991 Associate Certification, Society of Investment Analysis 1991 MA in Natural Sciences, University of Cambridge, England 1987 BA in Natural Sciences, University of Cambridge, England</p> |

| Name | Business address | Position held |
|---------------------|---|---|
| Joachim Oechslin | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Other activities and functions European CFO Network, member Women in Science & Engineering (WISE) program and academic awards and grants at Robinson College, Cambridge, sponsor TheCityUK, leadership council member Various other charitable and conservation commitments</p> <p>Professional history 2014 - present: Credit Suisse Chief Risk Officer ad interim (2021 - present) Member of the board of Credit Suisse Holdings (USA), Inc. (2021 - present) Senior Advisor (2019 - 2021) and Chief of Staff to the CEO of Credit Suisse Group (2020 - 2021) Chief Risk Officer (2014 - 2019) Member of the board of Credit Suisse Holdings (USA), Inc. / Credit Suisse (USA), Inc. / Credit Suisse Securities (USA) LLC (U.S. subsidiaries) (2016 - 2019) 2007 - 2013: Munich Re Group Chief Risk Officer 2007: AXA Group Deputy Chief Risk Officer 2001 - 2006: Winterthur Insurance Company Member of the executive board (2006) Chief Risk Officer (2003 - 2006) Head of risk management (2001 - 2003) 1998 - 2001: McKinsey & Company Consultant</p> <p>Education 1998 Licentiate/Master of Science in Mathematics, Swiss Federal Institute of Technology (ETH), Zurich, Switzerland 1994 Engineering degree, Higher Technical Institute (HTL), Winterthur, Switzerland</p> |
| Antoinette Poschung | Credit Suisse Group AG Paradeplatz 8 8001 Zurich Switzerland | <p>Other activities and functions Swiss Re, board member</p> <p>Professional history 2008 - present: Credit Suisse Global Head of Human Resources (2019 - present) Member of the Executive Board (2019 - present) Conduct and Ethics Ombudswoman (2018 - present) Head Human Resources for Corporate Functions (2018 - 2019) Head Talent Development & Organizational Effectiveness (2015 - 2017) Head Compensation, Benefits & Payroll</p> |

| Name | Business address | Position held |
|-----------------|--|---|
| | | <p>(2012 - 2014) Head Human Resources for Shared Services (2008 - 2012) 2007 - 2008: AXA-Winterthur Member of the Executive Board and Head Human Resources 2003 – 2007: “Winterthur” Swiss Insurance Group Head of Human Resources 2001 - 2003: Canton Zurich Head Human Resources for the Cantonal Administration 1998 - 2001: Baloise Group Head Human Resources Basler Insurance</p> <p>Education 2016 Certificate of Organizational and Executive Coaching, Columbia University, United States 1989 Master of Education, Psychology and Philosophy, University of Zurich, Switzerland</p> <p>Other activities and functions Ms. Poschung currently does not hold directorships in any other organisations</p> |
| Helman Sitohang | Credit Suisse One Raffles Link South Lobby, # 03/#04-01 Singapore 039393 Singapore | <p>Professional history 1999 - present: Credit Suisse CEO Asia Pacific (2015 - present) Member of the Executive Board (2015 - present) Regional CEO APAC (2014 - 2015) Head of Investment Bank Asia Pacific (2012 - 2015) Co-Head of the Emerging Markets Council (2012 - 2015) CEO of South East Asia (2010 - 2015) Co-Head of the Investment Bank Department - Asia Pacific (2009 - 2012) Co-Head of the Global Markets Solutions Group - Asia Pacific (2009 - 2012) Country CEO, Indonesia (1999 - 2010) Prior to 1999: Bankers Trust, Derivatives Group Citibank, Corporate Bank Schlumberger Overseas, Field Engineer</p> <p>Education 1989 BS in Engineering, Bandung Institute of Technology, Bandung, Indonesia</p> <p>Other activities and functions Credit Suisse Foundation, board member Room to Read Singapore Ltd., regional board member, chairman of SEA board</p> |
| James B. Walker | Credit Suisse Eleven Madison Avenue New York, NY 10010 United States | <p>Professional history 2009 - present: Credit Suisse Chief Operating Officer (2019 - present) Member of the Executive Board (2019 -</p> |

| Name | Business address | Position held |
|---------------|--|--|
| | | <p>present) Chief Financial Officer of Credit Suisse Holdings (USA), Inc. & Regional Americas Finance lead (2018 - 2019) Finance Chief Operating Officer (2016 - 2019) Head of Finance Change (2014 - 2019) Global Head of Product Control (2011 - 2019) Head of Americas Investment Banking Operations and Global Head of OTC Operations (2009 - 2011) 2007 - 2009: Barclays Capital, New York CFO, Americas 1994 - 2007: Merrill Lynch CFO, Global Markets & Investment Banking, New York (2005 - 2007) CFO, Global Equities and Fixed Income, New York (2003 - 2005) CFO, Global Fixed Income, New York (2002 - 2003) CFO, Securities Services Division, New York (2000 - 2002) Various senior management positions, Hong Kong and London (1994 - 2000) 1986 - 1994: Morgan Stanley Various finance and derivative finance roles, London and Tokyo</p> <p>Education 1986 Postgraduate Diploma Finance, University of Stirling, Scotland 1985 Bachelor of Science in Mathematics, University of Glasgow, Scotland</p> <p>Other activities and functions Mr. Walker currently does not hold directorships in any other organisations</p> |
| Philipp Wehle | Credit Suisse One Raffles Link South Lobby, # 03/#04-01 Singapore 039393 Singapore | <p>Professional history 2005 - present: Credit Suisse CEO International Wealth Management (2019 - present) Member of the Executive Board (2019 - present) CFO International Wealth Management (2015 - 2019) Head of Finance Private Banking Coverage (2015) Head of Financial Management Region & Wealth Management Switzerland (2013 - 2014) Head of Financial Management Private Banking Asia Pacific (2011 - 2012) Head of Controlling Private Banking Switzerland (2007 - 2011) Senior Project Manager, Business Development Private Banking Switzerland (2005 - 2007)</p> |

| Name | Business address | Position held |
|-------------|-------------------------|--|
| | | 2001 - 2005: Consart Management Consultants Consultant / Project Manager |
| | | Education 2001 Master's Degree in Economics, University of Bonn, Germany |
| | | Other activities and functions Credit Suisse Asset Management & Investor Services (Schweiz) Holding AG, board member Credit Suisse Foundation, board member Akademischer Hilfsfond, Bonn, member |

+ Brian Chin is stepping down from his role on the Executive Board and leaving Credit Suisse, effective 30 April 2021. Christian Meissner is appointed CEO of the Investment Bank and member of the Executive Board, as of 1 May 2021. Professional background of Christian Meissner:

Mr. Meissner has served as Credit Suisse's Co-Head of IWM Investment Banking Advisory and Vice Chairman of Investment Banking since October 2020. Before this appointment, he held various senior positions at leading investment banks, including serving as Head of Global Corporate & Investment Banking at Bank of America Merrill Lynch. Prior to that, he was at Lehman Brothers from 2004-2008, where he served as Co-Head of EMEA Investment Banking and subsequently was Co-Chief Executive Officer EMEA.

In addition, Thomas Grotzer was appointed ad interim Global Head of Compliance, effective 6 April 2021. Mr. Grotzer has served as General Counsel and Member of the Executive Board of Credit Suisse (Schweiz) AG since 2016. Previously he held various leadership positions in Credit Suisse's General Counsel function, including General Counsel Switzerland and Private Banking & Wealth Management. Before joining Credit Suisse, he was UBS's General Counsel for APAC Wealth Management, based in Hong Kong.

There are no conflicts of interest between the private interests or other duties of the Directors and members of the Executive Board listed above and their respective duties to CSG.

Audit Committee

CSG's audit committee (the "**Audit Committee**") consists of at least three members, all of whom must be independent pursuant to its charter.

As of the date of this Prospectus, the members of the Audit Committee are:

- Richard Meddings (Chairman)
- Andreas Gottschling
- Ana Paula Pessoa
- Joaquin J. Ribeiro
- John Tiner

The Audit Committee has its own charter, which has been approved by the Board. In accordance with its charter, the members of the Audit Committee are subject to independence requirements in addition to those required of other Board members. None of the Audit Committee members may be an affiliated person of

the Group or may, directly or indirectly, accept any consulting, advisory or other compensatory fees from the Group other than their regular compensation as members of the Board and its committees. The Audit Committee charter stipulates that all Audit Committee members must be financially literate. In addition, they may not serve on the audit committee of more than two other companies, unless the Board deems that such membership would not impair their ability to serve on the Audit Committee. For further information, refer to “—*Board of Directors—Independence*” and “—*Board of Directors—Board committees—Audit Committee*” in “*IV—Corporate Governance*” in the Annual Report 2020.

Corporate Governance

CSG fully adheres to the principles set out in the Swiss Code of Best Practice for Corporate Governance, dated 28 August 2014, including its appendix stipulating recommendations on the process for setting compensation for the Board and the Executive Board.

For further information, refer to “*IV—Corporate Governance*” and “*V—Compensation*” in the Annual Report 2020.

In connection with CSG’s primary listing on the SIX Swiss Exchange, it is subject to the SIX Directive on Information Relating to Corporate Governance, dated 20 March 2018. CSG’s shares are also listed on the New York Stock Exchange (the “**NYSE**”) in the form of American Depositary Shares (“**ADS**”), and certain of Credit Suisse AG’s exchange traded notes are listed on the Nasdaq Stock Market (the “**Nasdaq**”). As a result, CSG is subject to certain U.S. rules and regulations. CSG adheres to the NYSE’s and the Nasdaq’s corporate governance listing standards, with a few exceptions where the rules are not applicable to foreign private issuers. For more information, refer to “*IV—Corporate Governance—Additional information*” in the Annual Report 2020.

Incorporation, Legislation, Legal Form, Duration, Name, Registered Office, Headquarters, LEI Code

CSG was incorporated under Swiss law as a corporation (*Aktiengesellschaft*) with unlimited duration under the name “CS Holding” on 3 March 1982 in Zurich, Switzerland, and was registered with the Commercial Register of the Canton of Zurich under the number CH-020.3.906.075-9 and is now registered under the number CHE-105.884.494. As of 6 May 2008, CSG changed its name to “Credit Suisse Group AG”. CSG’s registered and principal executive office is located at Paradeplatz 8, 8001 Zurich, Switzerland. CSG’s Legal Entity Identifier (LEI) Code is 549300506SI9CRFV9Z86.

Business Purpose

Article 2 of CSG’s Articles of Association (dated 30 April 2020) states:

“1. The purpose of the Company is to hold direct or indirect interests in all types of businesses in Switzerland and abroad, in particular in the areas of banking, finance, asset management and insurance. The Company has the power to establish new businesses, acquire a majority or minority interest in existing businesses and provide related financing.

2. The Company has the power to acquire, mortgage and sell real estate properties, both in Switzerland and abroad.”

Dividends

The following table outlines the dividends paid by CSG for the specified years ended 31 December:

| Dividend per ordinary share | CHF | USD⁽¹⁾ |
|------------------------------------|------------|--------------------------|
| 2019 ⁽²⁾ | 0.2776 | 0.2761 |
| 2018 ⁽³⁾ | 0.2625 | 0.2571 |
| 2017 ⁽³⁾ | 0.25 | 0.2490 |
| 2016 ⁽⁴⁾ | 0.70 | 0.7161 |
| 2015 ⁽⁴⁾ | 0.70 | 0.7194 |

(1) Represents the distribution on each American Depositary Share, rounded to the nearest USD 0.01. For further information, refer to www.credit-suisse.com/dividend.

(2) 50 per cent. of distribution out of reserves from capital contributions, and 50 per cent. out of retained earnings.

(3) Distribution out of reserves from capital contributions.

(4) Distribution out of reserves from capital contributions. The distribution was paid in the form of cash or new shares of CSG or a combination thereof (subject to any legal restrictions available in the relevant shareholder's home jurisdiction).

For further information relating to dividends, refer to “III—Treasury, Risk, Balance sheet and Off-balance sheet—Capital management” in the Annual Report 2020. For information on the proposed dividend for the fiscal year 2020, see the Form 6-K Dated 18 March 2021, as updated by the Form 6-K Dated 6 April 2021.

Share Price on the SIX Swiss Exchange

The following table sets forth, for the periods indicated, the reported high, low and closing price for one Share on the SIX Swiss Exchange:

| Price per Share (in CHF) | High⁽¹⁾ | Low⁽²⁾ | Closing⁽³⁾ |
|-------------------------------------|---------------------------|--------------------------|------------------------------|
| 2017 | 17.84 | 13.04 | 17.40 |
| 2018 | 18.61 | 10.45 | 10.80 |
| 2019 | 13.54 | 10.59 | 13.105 |
| 2020 | 13.27 | 6.42 | 11.40 |
| 2021 (through 20 April 2021) | 13.38 | 9.43 | 9.43 |

(1) The highest price for the period indicated is the highest closing price during such period for one Share on the SIX Swiss Exchange.

(2) The lowest price for the period indicated is the lowest closing price during such period for one Share on the SIX Swiss Exchange.

(3) For 2021, the closing price is the price on 20 April 2021, the latest practicable date prior to the date of publication of this Prospectus.

Auditors

Since 30 April 2020, CSG's independent statutory auditor is PricewaterhouseCoopers AG (“**PwC AG**”), Birchstrasse 160, 8050 Zurich, Switzerland. CSG's consolidated balance sheet as of 31 December 2020, and the related consolidated statements of operations, comprehensive income, changes in equity and cash flows for the year then ended, as well as the adjustments to reflect the change in the composition of reportable segments as presented in Note 4 and described in Note 3 to such consolidated financial statements, were audited by PwC AG in accordance with the standards of the Public Company Accounting Oversight Board (United States). CSG's standalone financial statements for the year ended 31 December 2020 were audited by PwC AG in accordance with Swiss law and Swiss Auditing Standards.

Until 30 April 2020, CSG's independent auditor was KPMG AG (“**KPMG AG**”), R ffelstrasse 28, 8036 Zurich, Switzerland. CSG's consolidated balance sheets as of 31 December 2019, and the related

consolidated statements of operations, comprehensive income, changes in equity and cash flows for each of the years in the two-year period ended 31 December 2019, before the adjustments to reflect the change in the composition of reportable segments as presented in Note 4 and described in Note 3, were audited by KPMG AG in accordance with the standards of the Public Company Accounting Oversight Board (United States). Until 30 April 2020, CSG's statutory auditor was KPMG AG.

In 2018, upon the recommendation of the Audit Committee, the Board decided to propose PwC AG to succeed KPMG AG as CSG's new statutory auditor at CSG's annual general meeting in April 2020. The appointment was approved by the shareholders of CSG at CSG's annual general meeting on 30 April 2020 and became effective for the fiscal year ending 31 December 2020. The lead audit Group engagement partners of PwC AG are Matthew Falconer, Global Lead Partner (since 2020) and Matthew Goldman, Group Audit Partner (since 2020).

PwC AG and KPMG AG are each registered with EXPERTsuisse-Swiss Expert Association for Audit, Tax and Fiduciary. PwC AG and KPMG AG are also each registered with the Swiss Federal Audit Oversight Authority, which is responsible for the licensing and supervision of audit firms and individuals that provide audit services in Switzerland.

In addition, CSG has mandated BDO AG, Fabrikstrasse 50, 8031 Zurich, Switzerland, as special auditor for purposes of issuing the legally required report for capital increases in accordance with article 652f of the Swiss Code of Obligations. BDO AG is registered with the Swiss Federal Audit Oversight Authority, which is responsible for the licensing and supervision of audit firms and individuals that provide audit services in Switzerland.

For further information, refer to "*IV—Corporate Governance—Additional information—External Audit*" in the Annual Report 2020.

Share Capital

As of 31 December 2020, CSG had fully paid and issued share capital of CHF 97,909,908.80, comprised of 2,447,747,720 registered shares with a par value of CHF 0.04 each. As of 31 December 2020, CSG had additional authorised share capital in the amount of CHF 4,120,000, authorising the Board to issue at any time until 26 April 2021, up to 103,000,000 registered shares, to be fully paid in, with a par value of CHF 0.04 each. As of 31 December 2020, CSG had total conditional share capital in the amount of CHF 16,000,000, for the issuance of a maximum of 400,000,000 registered shares (72,242,777 of which were reserved for high-trigger capital instruments) with a par value of CHF 0.04 each, reserved for the purpose of increasing share capital through the conversion of bonds or other financial market instruments of CSG or any other member of the Group that allow for contingent compulsory conversion into CSG's shares and that are issued in order to fulfil or maintain compliance with regulatory requirements of CSG and/or any of other member of the Group (contingent convertible bonds). In addition, of the CHF 16,000,000 in conditional share capital, up to CHF 4,000,000 was also available for share capital increases executed through the voluntary or compulsory exercise of conversion rights and/or warrants granted in connection with bonds or other financial market instruments of CSG or any other member of the Group (equity-related financial market instruments). As of 31 December 2020, CSG had conversion capital in the amount of CHF 6,000,000, for the issuance of a maximum of 150,000,000 registered shares (38,950,700 of which were reserved for high-trigger capital instruments), to be fully paid in, with a par value of CHF 0.04 each, through the compulsory conversion upon occurrence of the trigger event of claims arising out of the contingent convertible bonds of CSG or any other member of the Group, or other financial market instruments of CSG or any other member of the Group, that provide for a contingent or unconditional compulsory conversion into CSG's shares.

As of 31 December 2020, CSG, together with its subsidiaries, held 41,602,841 of its own shares (representing 1.70 per cent. of its issued shares on 31 December 2020).

As of 16 April 2021, CSG had fully paid and issued share capital of CHF 97,909,908.80, comprised of 2,447,747,720 registered shares with a par value of CHF 0.04 each. As of 16 April 2021, CSG had additional authorised share capital in the amount of CHF 4,120,000, authorising the Board to issue at any time until 26 April 2021, up to 103,000,000 registered shares, to be fully paid in, with a par value of CHF 0.04 each. As of 16 April 2021, CSG had total conditional share capital in the amount of CHF 16,000,000, for the issuance of a maximum of 400,000,000 registered shares (72,242,777 of which were reserved for high-trigger capital instruments) with a par value of CHF 0.04 each, reserved for the purpose of increasing share capital through the conversion of bonds or other financial market instruments of CSG, or any other member of the Group, that allow for contingent compulsory conversion into CSG's shares and that are issued in order to fulfil or maintain compliance with regulatory requirements of CSG and/or any of other member of the Group (contingent convertible bonds). In addition, of the CHF 16,000,000 in conditional share capital, up to CHF 4,000,000 was also available for share capital increases executed through the voluntary or compulsory exercise of conversion rights and/or warrants granted in connection with bonds or other financial market instruments of CSG or any other member of the Group (equity-related financial market instruments). As of 16 April 2021, CSG had conversion capital in the amount of CHF 6,000,000, for the issuance of a maximum of 150,000,000 registered shares (38,950,700 of which were reserved for high-trigger capital instruments), to be fully paid in, with a par value of CHF 0.04 each, through the compulsory conversion upon occurrence of the trigger event of claims arising out of the contingent convertible bonds of CSG or any other member of the Group, or other financial market instruments of CSG or any other member of the Group, that provide for a contingent or unconditional compulsory conversion into CSG's shares.

As of 16 April 2021, CSG, together with its subsidiaries, held 89,648,022 of its own shares (representing 3.66 per cent. of its issued shares on 16 April 2021).

Shares issued as a result of the conversion of conditional share capital and the corresponding increase in share capital are generally recorded only once a year.

On 22 April 2021, the Board reserved and allocated (i) 100,000,000 Shares available under the conditional share capital, and (ii) 103,000,000 Shares available under the authorised share capital, in each case for purposes of delivering shares upon conversion of the Series A MCNs and the Series B MCNs, respectively, pursuant to the applicable Terms of the MCNs.

Legal Proceedings

CSG and its subsidiaries are involved in a number of judicial, regulatory and arbitration proceedings concerning matters arising in connection with the conduct of their businesses. Some of these proceedings have been brought on behalf of various classes of claimants and seek damages of material and/or indeterminate amounts.

For further information regarding legal proceedings and the Group's litigation provisions, see "*Note 40—Litigation*" in "*VI—Consolidated financial statements—Credit Suisse Group*" in the Annual Report 2020 and "*Litigation*" in "*Credit Suisse—Results details*" in the 1Q21 Earnings Release.

Except as disclosed in this Prospectus (including the documents incorporated by reference herein), there are no pending or threatened court, arbitral or administrative proceedings of which CSG is aware that are of material importance to CSG's assets and liabilities or profits and losses.

Material Changes

Except as otherwise disclosed in this Prospectus (including the documents incorporated by reference herein), no material changes have occurred in CSG's assets and liabilities, financial position or profits and losses since 31 December 2020.

Authorisation

The issue of MCNs has been duly authorised by the Board on 21 April 2021.

Recent Developments

Investors are advised to refer to the 1Q21 Earnings Release, which was published on 22 April 2021 and is incorporated by reference in this Prospectus. The 1Q21 Earnings Release contains information for the three months ended 31 March 2021. The Group's independent registered public accounting firm has not completed its review of the condensed consolidated financial statements (unaudited) for the three months ended 31 March 2021, and the Group has not finalised its financial reporting for the period. Accordingly, such financial information is subject to completion of quarter-end procedures, which may result in changes to that information.

In addition, the 1Q21 Earnings Release will also be contained in a Form 6-K that will be filed by CSG with the SEC on the date of this Prospectus and, as with other documents filed by CSG with the SEC, will be obtainable on the SEC's website at www.sec.gov.

Additional Information about CSG and the Shares

The Shares

CSG is a publicly held corporation. The Shares have been listed and traded on the SIX Swiss Exchange and in the form of American Depositary Shares (ADS), as evidenced by American Depositary Receipts – on the New York Stock Exchange (NYSE). Information on the past performance of the Shares can be obtained under “*Investor Information*” in the Appendix to the Annual Report 2020 (see also “—*Share Price on the SIX Swiss Exchange*” above).

Securities Identification Numbers of the Shares

The security identification numbers of the Shares are as follows: Swiss Security Number 1213853; ISIN CH0012138530; Ticker Symbol CSGN. The ADS security identification numbers are as follows: Swiss Security Number 570660; ISIN US2254011081; CUSIP 255 401 108.

Rights attaching to the Shares

Each shareholder is entitled to a proportionate share of the profit shown in the balance sheet of CSG to the extent it is to be distributed to the shareholders in accordance with the law and CSG's Articles of Association. Upon a dissolution of CSG, each shareholder is entitled to a proportionate share of the liquidation proceeds to the extent CSG's Articles of Association do not provide for another use of the net assets of the dissolved company. Preferential rights provided for by CSG's Articles of Association for individual classes of shares remain reserved. Unless otherwise provided by CSG's Articles of Association, the shares of profits and proceeds of liquidation shall be calculated in proportion to the amounts paid in on the share capital.

Voting Rights and Transfer of Shares

Each Share represents one vote at the general meeting of shareholders of CSG. Shares held by CSG have no voting rights. Shares for which a single shareholder or shareholder group can exercise voting rights may not exceed 2 per cent. of the total outstanding share capital, save that these restrictions on voting rights do not apply to:

- the exercise of voting rights by the company proxy or by the independent proxy, in each case as designated by CSG, or by persons acting as proxies for deposited shares;

- Shares in respect of which the shareholder confirms to CSG that the shareholder has acquired the Shares in the shareholder's name for the shareholder's own account and in respect of which the disclosure requirements in accordance with the FMIA and the relevant ordinances and regulations have been fulfilled; or
- Shares that are registered in the name of a nominee, *provided* that this nominee (a) is willing to furnish CSG with the name, address and shareholding of the person(s) for whose account the nominee holds 0.5 per cent. or more of the total share capital, and (b) confirms to CSG that any applicable disclosure requirements under the FMIA and the relevant ordinances and regulations have been fulfilled.

In order to execute voting rights, Shares must be registered in the share register directly or in the name of a nominee. In order to be registered in the share register, a purchaser of Shares must file a share registration form. The registration of Shares in the share register may be requested at any time. Failing such registration, such purchaser may not vote or participate in shareholders' meetings. However, each shareholder, whether registered in the share register or not, receives dividends or other distributions approved by the shareholders. The transfer restrictions apply regardless of the way and the form in which the Shares are kept in the accounts and regardless of the provisions applicable to transfers. The transfer of intermediated securities based on the Shares, and the pledging of these intermediated securities as collateral, is based on the provisions of the Swiss Federal Intermediated Securities Act. The transfer or pledging of Shares as collateral by means of written assignment is not permitted.

Annual General Meeting ("AGM")

Shares only qualify for voting at an AGM if entered in the share register with voting rights no later than three days prior to an AGM.

The AGM is convened by the Board or, if necessary, by CSG's statutory auditors, with 20 days' prior notice. The Board is further required to convene an extraordinary shareholders' meeting if so resolved at a shareholders' meeting or if so requested by shareholders holding in aggregate at least 10 per cent. of the nominal share capital of CSG. The request to call an extraordinary shareholders' meeting must be submitted in writing to the Board, and, at the same time, Shares representing at least 10 per cent. of the nominal share capital of CSG must be deposited for safekeeping. The Shares remain in safekeeping until the day after the extraordinary shareholders' meeting.

Shareholders holding shares with an aggregate nominal value of at least CHF 40,000 have the right to request that a specific item be put on the agenda and voted upon at the next AGM. The request to include a particular item on the agenda of the meeting, together with the relevant proposals, must be submitted in writing to the Board no later than 45 days before the meeting and, at the same time, Shares with an aggregate nominal value of at least CHF 40,000 must be deposited for safekeeping. The Shares remain in safekeeping until the day after the AGM.

Shareholders' resolutions that require the approval of a majority of the votes represented at the meeting include (i) amendments to CSG's Articles of Association, unless a supermajority is required, (ii) election of directors and statutory auditors, (iii) approval of the annual report and the statutory and consolidated accounts; and (iv) determination of the allocation of the distributable profit.

A quorum of at least half of the share capital of CSG and approval by at least two thirds of the votes represented is required for resolutions on (i) change of the purpose of the company, (ii) creation of shares with increased voting powers, (iii) implementation of transfer restrictions on shares, (iv) authorised or conditional increase in the share capital and creation of reserve capital (*Vorratskapital*), (v) increase of capital by way of conversion of capital surplus or by contribution in kind, (vi) restriction or suspension of preferential rights (pre-emptive subscription), (vii) change of location of the principal office, and (viii) dissolution of the company without liquidation.

A quorum of at least half of the share capital of CSG and approval by at least three quarters of the votes cast is required for resolutions on (i) the conversion of registered shares into bearer shares, (ii) amendments to the provision of CSG's Articles of Association relating to registration and voting rights of nominee holders, and (iii) the dissolution of CSG.

A quorum of at least half of the share capital of CSG and the approval of at least seven eighths of the votes cast is required for amendments to provisions of CSG's Articles of Association relating to voting rights.

Any Share issue by CSG, whether for cash or non-cash consideration, is subject to the prior approval of the shareholders. Shareholders of CSG have certain pre-emptive subscription rights to subscribe for new issues of Shares in proportion to the nominal amount of Shares held. A resolution adopted at a shareholders' meeting with a supermajority may, however, limit or suspend pre-emptive subscription rights in certain limited circumstances.

Subsidiaries of CSG

For information on CSG's subsidiaries, see "Note 41—Significant subsidiaries and equity method investments" in "VI—Consolidated financial statements—Credit Suisse Group" in the Annual Report 2020.

Financial Statements

CSG prepares its consolidated financial statements in accordance with U.S. GAAP. CSG does not prepare its accounts in accordance with International Financial Reporting Standards (IFRS).

So long as any MCNs are outstanding, CSG's current annual reports may be obtained free of charge from the website of CSG under <https://www.credit-suisse.com/about-us/en/reports-research/annual-reports.html>.

Publication

Pursuant to CSG's Articles of Association, the Swiss Commercial Gazette (*Schweizerisches Handelsamtsblatt*) is the official medium for publication of CSG's notices and announcements, and CSG's notices and announcements to its shareholders will be made in the Swiss Commercial Gazette, insofar as the law does not prescribe some other manner of publication.

TAXATION

General

The discussion of taxation under the headings “Switzerland”, “Guernsey” and “United States” in this section is only an indication of certain tax implications currently in force under the laws of those jurisdictions as they may affect investors. It applies only to persons who are beneficial owners of the MCNs and may not apply to certain classes of person. The summary contains general information only; it is not exhaustive and does not constitute legal or tax advice and is based on taxation law and practice at the date of this Prospectus. Potential investors should be aware that tax law and interpretation, as well as the level and bases of taxation, may change from those described and that changes may alter the benefits of investment in, holding or disposing of, MCNs. The Issuer and the Guarantor make no representations as to the completeness of the information nor undertake any liability of whatsoever nature for the tax implications for investors. Potential investors are strongly advised to consult their own professional advisers on the implications of making an investment in, holding or disposing of, MCNs under the laws of the countries in which they are liable to taxation and in light of their particular circumstances.

Switzerland

(a) MCNs

(i) *Swiss Withholding Tax*

Payments of the Fixed Interest Amounts and Floating Interest Amounts, if any, by the Issuer (or any payment by the Guarantor under the Guarantee in respect of the applicable series of MCNs), and the conversion of the MCNs into Shares, will not be subject to Swiss withholding tax.

(ii) *Swiss Securities Turnover Tax*

Neither the issue, sale and delivery of the MCNs on the Payment Date to the initial holders of the MCNs nor secondary market transactions in the MCNs are subject to Swiss securities turnover tax.

The issuance of new Shares upon conversion of the MCNs is subject to Swiss issuance stamp tax of 1 per cent., which shall be borne by CSG. The delivery of newly issued Shares upon conversion of the MCNs to the Holders will not be subject to Swiss securities turnover tax.

For information on the stamp tax treatment of the disposition of the Shares following conversion of the MCNs, see “—Shares—Swiss Securities Turnover Tax” below.

(iii) *Swiss Income Taxation*

Classification of the MCNs

The MCNs are classified as bonds “with a predominant one-time interest payment” (“IUP”) because the yield-to-maturity of the MCNs at issuance derives from a one-time payment in the form of the Fixed Interest Amount (any Floating Interest Amounts not being considered for this purpose) and not from periodic interest payments. In accordance with this classification, as confirmed by the Swiss Federal Tax Administration:

- (A) each Fixed Interest Amount in respect of each MCN is split into two components for Swiss tax purposes: (x) a taxable interest component equivalent to the six-month money market rate, but not less than zero; and (y) a non-taxable premium component:
 - (1) the taxable interest component is zero, because the six-months money market rate is negative; and
 - (2) the tax-free premium amount is equivalent to the Fixed Coupon Amount;
- (B) any Floating Interest Amount constitutes a taxable dividend equalisation payment; and
- (C) the bond component of the MCNs at issuance and conversion is equal to the principal amount of the MCNs.

The MCNs will be registered accordingly on the Swiss Federal Tax Administration's price list (*Kursliste*).

MCNs held by Non-Swiss Holders

Any payment of a Fixed Interest Amount or Floating Interest Amount by the Issuer (or any payment by the Guarantor under the applicable Guarantee in respect thereof) made to, the conversion of an MCN into Shares where such MCN is held by, and gain realised on the disposition or redemption of an MCN by, a holder of an MCN who (i) is a non-resident of Switzerland, and (ii) during the taxation year in which such payment is made, such conversion occurs or such gain is realised, as applicable, has not engaged in trade or business through a permanent establishment within Switzerland to which such MCN is attributable, will not be subject to any Swiss federal, cantonal or communal income tax.

For a discussion of the automatic exchange of information in tax matters, see below under “—*International Automatic Exchange of Information in Tax Matters*”, and for a discussion of the Swiss facilitation of the implementation of FATCA, see below under “—*Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act (FATCA)*”.

MCNs held by Swiss Resident Holders as Private Assets

A person who (i) is an individual resident in Switzerland holding an MCN as a private asset, and (ii) receives a payment of Floating Interest Amount with respect to such MCN by the Issuer (or any payment by the Guarantor under the applicable Guarantee in respect thereof), is required to include such payment in their personal income tax return for the relevant tax period in which such payment is made, and such person will be taxed on any net taxable income (including such payment) for the relevant tax period. For the reason that the bond component of the MCNs at issuance and conversion is equal to the principal amount of the MCNs, any positive difference between (a) the amount received upon conversion or sale of an MCN, as applicable, and (b) its price on purchase in the primary market or its price on purchase in the secondary market, as applicable, is classified for any such person as tax-free private capital gain on, or in relation to, the conversion right(s), including, any gain, *inter alia*, in respect of price movements of the underlying Shares, the Fixed Interest Amount or accrued Floating Interest Amount, and a loss realised thereon is classified for any such person as a non-tax-deductible private capital loss.

See “—*MCNs held as Assets of a Trade or Business in Switzerland*” below for a summary on the tax treatment of individuals classified as “professional securities dealers”.

MCNs held as Assets of a Trade or Business in Switzerland

A holder of an MCN who is (i) a Swiss-resident individual taxpayer that holds such MCN as part of Swiss business assets, or (ii) a Swiss-resident corporate taxpayer or corporate or individual taxpayer resident outside of Switzerland that holds such MCN as part of a trade or business carried on through a permanent establishment within Switzerland, is required to recognise (A) any payment of Fixed Interest Payment or Floating Interest Amount with respect to such MCN by the Issuer (or any payment by the Guarantor under the applicable Guarantee in respect thereof) made to such holder, and (B) any capital gain or loss realised by such holder on the sale or other disposition of such MCN, in its income statement for the respective tax period in which the relevant payment or disposition is made, and such holder will be taxed on any net taxable earnings for such period (which tax will, if such holder is a corporate or individual taxpayer resident outside of Switzerland as described in clause (ii) above, be limited to the extent such net earnings are allocable to Switzerland).

Swiss-resident individuals who hold MCNs and who, for income tax purposes, are classified as “professional securities dealers” for reasons of, among other things, frequent dealings and leveraged transactions in securities will be treated as though they hold MCNs as part of Swiss business assets and be taxed as described in the paragraph immediately above.

(b) Shares

(i) *Swiss Withholding Tax*

Upon acquisition of Shares, following conversion of MCNs, any dividends paid and similar cash or in-kind distributions made on such Shares will be subject to Swiss withholding tax at a rate of 35 per cent. CSG will be required to withhold tax at such rate from any distribution made to a shareholder. Any repayment of the nominal value of such Shares and, if certain conditions are met, any distribution out of legal reserves from capital contributions is not subject to Swiss withholding tax. CSG will, when paying a distribution out of legal reserves from capital contributions, be required to simultaneously pay a distribution out of taxable reserves of at least the same amount.

Furthermore, in case of a repurchase of own Shares by CSG in order to cancel such Shares, the portion of the repurchase price that exceeds the nominal value of such Shares and, as the case may be, the legal reserves from capital contributions is a taxable liquidation which is subject to 35 per cent. Swiss withholding tax. When CSG repurchases Shares in order to cancel such Shares, at least fifty per cent. of the purchase price less the nominal value of the Shares must be charged to legal reserves from capital contributions.

The Swiss Federal Tax Administration or the relevant cantonal tax authority, as applicable, will refund or credit Swiss withholding tax on distributions, if any, on Shares made or paid by CSG, or the purchase price paid by CSG for Shares bought back, if any, for a capital reduction, out of or against profit or reserves other than tax-exempt reserves from capital contributions in full to holders who are individuals resident in Switzerland and to holders, who hold the Shares on which the distributions have been paid, as part of a trade or business in Switzerland, and, who, in each case, *inter alia*, are the beneficial owners of the Shares and duly report the distributions or the purchase price paid by CSG for Shares bought back for a capital reduction in the income tax return or the financial statements, respectively, for the relevant tax period.

The recipient of a taxable distribution from CSG out of Shares (including upon a repurchase for cancellation) who is an individual or a legal entity not resident in Switzerland for tax purposes

may be entitled to a full or partial refund of Swiss withholding tax if the country in which such recipient resides for tax purposes has entered into a bilateral treaty for the avoidance of double taxation with Switzerland and if the further prerequisites of such treaty are met. Shareholders not resident in Switzerland should be aware that the procedures for claiming treaty benefits (and the time required for obtaining a refund) may differ from country to country. Shareholders not resident in Switzerland should consult their own legal, financial or tax advisors regarding receipt, ownership, purchases, sale or other dispositions of such Shares and the procedures for claiming a refund of Swiss withholding tax.

A holder who is a resident of the U.S. for purposes of the Treaty (as defined under “*Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act (FATCA)*” below) without taxable presence in Switzerland to which the Shares are attributable or who is a qualified U.S. pension fund and who, in each case, is the beneficial owner of the Shares and the distribution and who meets the conditions of the Treaty may apply for a full refund of the Swiss withholding tax in the case of qualified U.S. pension funds or in excess of the amount of the 15 per cent. treaty rate in all other cases. The claim for refund must be filed on Swiss Tax Form 82 (82C for corporations, 82I for individuals, 82E for other entities and 82R for regulated investment companies), which forms together with an instruction form may be obtained from any Swiss consulate general in the U.S., the Swiss Federal Tax Administration at the address below or be downloaded from the Swiss Federal Tax Administration’s website. Four copies of the form must be duly completed, signed before a notary public of the U.S., and three of them must be sent to the Swiss Federal Tax Administration, Eigerstrasse 65, 3003, Bern, Switzerland. The form must be accompanied by suitable evidence of deduction of the Swiss withholding, such as certificates of deduction, bank vouchers or credit slips. The form must be filed no later than 31 December of the third year following the calendar year in which the dividend subject to the tax became payable.

(ii) *Swiss Securities Turnover Tax*

Any transaction in Shares following conversion in the secondary markets are subject to Swiss securities turnover tax at a rate of 0.15 per cent. of the purchase price of the Shares if a Swiss or Liechtenstein domestic bank or securities dealer (as defined in the Swiss Stamp Tax Act) is a party or an intermediary to the transaction and none of the exemptions provided for in the Swiss Stamp Tax Act applies. Generally, half of the tax is charged to the one party to the transaction and the other half to the other party, subject to applicable statutory exemptions in respect of the one or the other party to the transaction and their respective halves of the tax. Secondary market dealings in Shares where no domestic bank or securities dealer is a party or an intermediary to the transaction are not subject to Swiss securities turnover tax. As concerns the stamp tax treatment of the delivery of the Shares upon conversion of the MCNs, see “—*MCNs—Swiss Securities Turnover Tax*” above.

(iii) *Swiss Income Taxes*

Shares held by Holders’ Resident outside of Switzerland and with no Trade or Business in Switzerland

Holders of Shares who are not residents of Switzerland for tax purposes, and who during the taxable year have not held Shares through a permanent establishment within Switzerland for tax purposes, are not subject to any Swiss federal, cantonal or communal income tax in respect of the receipt of dividends, or other distributions, if any, on Shares, or gain realised on the sale or other disposition of Shares.

For a discussion of the Swiss withholding tax treatment of dividends and distributions or capital gains on Shares, see above “—*Swiss Withholding Tax*”. For a discussion of the automatic exchange of information in tax matters, see below “—*International Automatic Exchange of Information in Tax Matters*” and for a discussion of the Swiss facilitation of the implementation of the FATCA, see below “—*Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act (FATCA)*”.

Shares held by Swiss Resident Individuals as Private Investments

Dividends and other cash or in-kind distributions (including scrip or stock dividends), if any, on Shares, to the extent made or paid by CSG out of reserves from capital contributions and distributions, if any, to the extent made or paid by CSG on Shares based upon a capital reduction, and the purchase price of Shares bought back for a capital reduction charged to reserves from capital contributions are exempt from Swiss federal, cantonal and communal income tax for holders of Shares who are individuals resident in Switzerland for tax purposes and who hold the Shares as private investments.

Conversely, any dividends and other cash or in-kind distributions (including scrip or stock dividends), if any, on Shares to the extent made or paid by CSG out of profit and reserves other than reserves from capital contributions, and the purchase price for Shares bought back, if any, by CSG for a capital reduction to the extent booked against reserves other than reserves from capital contributions, will be subject to Swiss federal, cantonal and communal taxable income for such holders.

A capital gain realised by a holder on the sale of Shares (other than a sale to CSG in a share buy-back for capital reduction) held as private investments classifies as tax-exempt private capital gain and, *vice versa*, a capital loss as non-tax deductible private capital loss for purposes of Swiss federal, cantonal and communal income tax.

See below “— *Shares held as Assets of a Swiss Business*” for a summary of the taxation treatment of Swiss resident individuals who, for income tax purposes, are classified as “professional securities dealers”.

Shares held as Assets of a Swiss Business (including Shares held by Individuals classified as “Professional Securities Dealers”)

For a corporate or an individual who holds the Shares as part of a trade or business carried on in Switzerland, any dividends and any other distributions, if any, made or paid by CSG on Shares, and any capital gain or loss realised on the sale of Shares, are includible in, or deductible from, respectively, the taxable income in the relevant taxation period for purposes of Swiss federal, cantonal and communal individual or corporate income tax. This taxation treatment also applies to Swiss resident private individuals who, for income tax purposes, are classified as “professional securities dealers”.

Corporate taxpayers will be eligible for dividend relief (*Beteiligungsabzug*) in respect of dividends and distributions, if any, on Shares if either the fair value of the Shares held by them equals or exceeds CHF 1 million, or the Shares represent 10 per cent. or more of the share capital of CSG.

(c) International Automatic Exchange of Information in Tax Matters

Switzerland has concluded a multilateral agreement with the EU on the international automatic exchange of information (“**AEOI**”) in tax matters, which applies to all EU member states. In addition,

Switzerland signed the multilateral competent authority agreement on the automatic exchange of financial account information (“MCAA”), and a number of bilateral AEOI agreements with other countries, most of them on the basis of the MCAA. Based on these agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, held in, and income derived thereon and credited to, accounts or deposits (including MCNs and Shares held in such accounts or deposits) with a paying agent in Switzerland for the benefit of individuals resident in a EU member state or in another treaty state. An up-to-date list of the AEOI agreements to which Switzerland is a party that are in effect, or signed but not yet in effect, can be found on the website of the State Secretariat for International Financial Matters SIF.

(d) Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act (FATCA)

The United States and Switzerland entered into an intergovernmental agreement (the “**U.S.-Switzerland IGA**”) to facilitate the implementation of the U.S. Foreign Account Tax Compliance Act (“**FATCA**”). Under the U.S.-Switzerland IGA, financial institutions acting out of Switzerland generally are directed to become participating foreign financial institutions (FFIs). The U.S.-Switzerland IGA ensures that accounts held by U.S. persons with Swiss financial institutions (including accounts in which MCNs are held) are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance on the basis of the double taxation agreement between the United States and Switzerland (the “**Treaty**”). The Treaty, as amended in 2019, includes a mechanism for the exchange of information in tax matters upon request between Switzerland and the United States, which is in line with international standards, and allows the United States to make group requests under FATCA concerning non-consenting U.S. accounts and non-consenting non-participating foreign financial institutions for periods from 30 June 2014. Furthermore, the Swiss Federal Council approved a mandate for negotiations with the United States on 8 October 2014, with regard to a change from the current direct-notification-based regime to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities. It is not yet known when negotiations will continue and if and when any new regime would come into force.

Guernsey

Holders who are not resident in Guernsey (which includes Alderney and Herm) will not suffer any tax in Guernsey in respect of any payments of interest or distributions or income of a similar nature made to them by the Issuer in respect of their holding of MCNs provided such payments are not to be taken into account in computing the profits of any permanent establishment in Guernsey through which such Holder carries on business in Guernsey.

A Holder who is resident in Guernsey (which includes Alderney and Herm) for Guernsey tax purposes, or who is not so resident but carries on business in Guernsey through a permanent establishment to which the payments of interest or distributions or income of a similar nature arising from their holding of MCNs are attributable, will incur Guernsey income tax at the applicable rate in respect of such payments by the Issuer. Where such Holder is an individual, to the extent the payment is of a distribution the Issuer is responsible for the deduction of tax from such payment and the accounting of that tax to the Director of the Revenue Service in Guernsey in respect of the liability to Guernsey income tax of such Holder.

Guernsey currently does not levy taxes upon capital, inheritances, capital gains, gifts, sales or turnover, nor are there any estate duties (save for registration fees and ad valorem duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey that require presentation of such a Grant).

No duty will be chargeable in Guernsey on the issue, transfer or redemption of the MCNs.

U.S.-Guernsey Intergovernmental Agreement relating to FATCA

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the United States (“**U.S.-Guernsey IGA**”) regarding the implementation of FATCA. Under FATCA and legislation enacted in Guernsey to implement the U.S.-Guernsey IGA, the Issuer is required to report certain information about certain Holders who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Where applicable, information that will need to be disclosed will include certain information about Holders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the MCNs.

Under the terms of the U.S.-Guernsey IGA, Guernsey resident financial institutions that comply with the due diligence and reporting requirements of Guernsey’s domestic legislation to report certain information to the Guernsey tax authorities will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Issuer does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of U.S. source income (including interest and dividends) (from 1 July 2014) and proceeds from the sale of property that could give rise to U.S. source interest or dividends (from 1 January 2019). The U.S.-Guernsey IGA is implemented through Guernsey’s domestic legislation in accordance with guidance that is published in draft form.

Under the U.S.-Guernsey IGA, securities that are “regularly traded” on an established securities market, such as the regulated market of the SIX Swiss Exchange or another regulated market for the purposes of Directive 2004/39/EC, are not considered financial accounts and are not subject to reporting. For these purposes, the MCNs will be considered “regularly traded” if there is a meaningful volume of trading with respect to the MCNs on an ongoing basis. Notwithstanding the foregoing, from 1 January 2016, an MCN will not be considered “regularly traded” and will be considered a financial account if the holder of the MCN is not a financial institution acting as an intermediary. Such Holders will be required to provide information to the Issuer to allow the Issuer to satisfy its obligations under FATCA, although it is expected that whilst the MCNs are in global form and held within Euroclear, Clearstream, Luxembourg and SIX SIS, the Holder will likely be a financial institution acting as an intermediary. Further, if and to the extent that the Issuer reports information in relation to a Holder (or a controller of a Holder) under an agreement entered into pursuant to the intergovernmental agreement between the U.S. and Switzerland, no such duplicate report should be required to be made in Guernsey.

Common Reporting Standard

On 13 February 2014, the Organization for Economic Co-operation and Development released the “Common Reporting Standard” (“**CRS**”) designed to create a global standard for the automatic exchange of financial account information, similar to the information to be reported under FATCA. On 29 October 2014, fifty-one jurisdictions signed the multilateral competent authority agreement (“**Multilateral Agreement**”) that activates this automatic exchange of FATCA-like information in line with the CRS. Since then further jurisdictions have also signed the Multilateral Agreement and over 100 jurisdictions have committed to adopting the CRS. Many of these jurisdictions have now adopted the CRS. Guernsey adopted the CRS with effect from 1 January 2016.

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements are imposed in respect of certain Holders who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant

exemption applies. Certain due diligence obligations are also imposed. Where applicable, information that needs to be disclosed includes certain information about Holders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the MCNs. The CRS is implemented through Guernsey's domestic legislation in accordance with published local guidance that is supplemented by guidance issued by the Organization for Economic Co-Operation and Development.

Under the CRS, there is currently no reporting exemption for securities that are "regularly traded" on an established securities market, although it is expected that whilst the MCNs are in global form and held within Euroclear, Clearstream, Luxembourg and/or SIX SIS, the holder will likely be a financial institution acting as an intermediary. Holders that own CMS through a financial intermediary may be required to provide information to such financial intermediary in order to allow the financial intermediary to satisfy its obligations under the CRS.

All prospective investors should consult with their own tax advisers regarding the possible implications of FATCA, the CRS and any other similar legislation and/or regulations on their investment in the MCNs.

United States

The following is a summary of certain U.S. federal income tax considerations that may be relevant to a beneficial owner of the MCNs, and, after their conversion, the beneficial ownership and disposition of Shares. For purposes of this summary, a "U.S. holder" means a citizen or resident of the United States or a domestic corporation or a holder that is otherwise subject to U.S. federal income tax on a net income basis in respect of the MCNs or the Shares. A "Non-U.S. holder" means a holder that is not a U.S. holder. This summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase the MCNs. In particular, the summary deals only with holders that will acquire MCNs as part of the initial offering and will hold the MCNs as capital assets, and does not address the tax treatment of holders that may be subject to special tax rules, such as banks, insurance companies, dealers in securities or currencies, tax-exempt entities, financial institutions, traders in securities that elect to use the mark-to-market method of accounting for their securities, persons subject to the alternative minimum tax, persons that own or are deemed to own ten per cent. or more of the Shares, by vote or value, partnerships that hold the MCNs or the Shares or partners therein, non-U.S. persons who are individuals present in the United States for 183 days or more within a taxable year, or persons that hedge their exposure in the MCNs or the Shares or will hold the MCNs or the Shares as a position in a "straddle" or "conversion" transaction or as part of a "synthetic security" or other integrated financial transaction. The summary also does not address the U.S. federal income tax treatment of the Rights.

This discussion does not address U.S. state, local and non-U.S. tax consequences. Holders should consult their tax adviser with respect to the U.S. federal, state, local and foreign tax consequences of acquiring, owning or disposing of the MCNs or the Shares in their particular circumstances.

Characterisation of the MCNs

No statutory, judicial or administrative authority directly addresses the characterisation of the MCNs or instruments similar to the MCNs for U.S. federal income tax purposes. As a result, significant aspects of the U.S. federal income tax consequences of an investment in the MCNs are not certain. CSG intends to treat the MCNs as convertible equity of CSG for U.S. federal income tax purposes, and except as indicated otherwise, the disclosure below assumes such intended treatment to be correct. However, no assurance can be given that the U.S. Internal Revenue Service (the "IRS") will not assert that the MCNs should be treated in a different manner, for example as a prepaid forward contract to purchase equity of CSG, as a direct ownership interest in the Issuer's assets or as an equity interest in the Issuer for U.S. federal income tax purposes. If the MCNs

were treated other than as convertible equity of CSG for U.S. federal income tax purposes, the timing and character of income, gain and loss recognised by a holder could differ from the description herein. See “—*U.S. Holders—Possible Alternative Treatment of the MCNs*” below. Except as specifically stated below, the following discussion assumes treatment of the MCNs as convertible equity of CSG for U.S. federal income tax purposes.

Characterisation of the Issuer and the Issuer’s Assets

The Issuer has made an election to be treated as a disregarded entity for U.S. federal income tax purposes, with the result that the MCNs will be treated as obligations of CSG, and therefore as convertible equity of CSG. However, no assurance can be given that the IRS will not assert that the Issuer should be treated in a different manner, for example as a partnership between the holders of the MCNs and CSG. A partnership generally is not itself subject to U.S. federal income tax, unless the partnership constitutes a publicly traded partnership taxable as a corporation. Based on the intended treatment of the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement described below, even if the Issuer were treated as a partnership, the Issuer would not be treated as a publicly traded partnership taxable as a corporation. Instead, each partner would be required to take into account its allocable share of items of income, gain, loss, and deduction of the partnership in computing its U.S. federal income tax liability, regardless of whether distributions are made to the partner. Such income would be treated as if it were realised by the partner directly from the same source from which it was realised by the partnership. Accordingly, each U.S. holder would be required to include in gross income and expense its allocable share of the income and expense of the Issuer in respect of the underlying assets of the Issuer. U.S. holders are advised that the Issuer does not intend to file U.S. partnership returns or to provide partnership tax reporting to investors. If the intended treatment of the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement discussed below were not respected, then it is possible that the Issuer could be treated as a publicly traded partnership taxable as a corporation.

The assets of the Issuer include cash, the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement. No statutory, judicial or administrative authority directly addresses the characterisation of the Share Purchase Option Agreement, the Share Purchase and Delivery Agreement or instruments similar to the Share Purchase Option Agreement or the Share Purchase and Delivery Agreement for U.S. federal income tax purposes. As a result, if holders of the MCNs were to be treated as partners of the Issuer, significant aspects of the U.S. federal income tax consequences of an investment in the MCNs may not be certain. In that event, CSG intends to treat the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement for U.S. federal income tax purposes as equity of CSG that is convertible into Shares. See “—*U.S. Holders—Possible Alternative Treatment of the MCNs*” below for discussion of other possible characterisations of the Issuer and the Issuer’s Assets. Assuming treatment of the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement as equity of CSG, amounts payable under the Share Purchase Option Agreement or the Share Purchase and Delivery Agreement in respect of the Floating Interest Amount and any payments thereon in respect of additional amounts would be treated as distributions on equity of CSG and generally would be taxed in the manner described below under “—*Taxation of Shares—Dividends*”.

U.S. Holders

Payments of Interest and Additional Amounts

CSG intends to treat payments of the Fixed Interest Amount and the Floating Interest Amount in respect of the MCNs, including any additional amounts related thereto, as equity distributions of CSG, which would be treated as dividends to the extent paid out of the current or accumulated earnings and profits of CSG. The U.S. federal income tax consequences of receiving such dividends are described in greater detail below under

“—*Taxation of Shares—Dividends*”. It is possible, however, that the IRS would take the position that Fixed Interest Amounts or Floating Interest Amounts constitute ordinary income not eligible for “qualified dividend” treatment, for example because the IRS characterises the MCNs, the Share Purchase Option Agreement or the Share Purchase and Delivery Agreement in a manner different from what is described herein, or because it treats the Floating Interest Amount as a guaranteed payment, or as a result of the guarantee. A U.S. holder should consult its tax advisors to determine the proper treatment of Fixed Interest Amounts or Floating Interest Amounts to the U.S. holder.

Sale or Exchange of the MCNs

Subject to the discussion below under “*Taxation of the Shares—Passive Foreign Investment Company Rules*”, upon the sale, exchange or other disposition of the MCNs (but not including the conversion of the MCNs pursuant to the terms of the applicable Terms of the MCNs), a U.S. holder will generally recognise U.S. source capital gain or loss. The amount of the gain or loss will equal the difference between the amount realised on the sale or exchange and the U.S. holder’s adjusted tax basis in the MCNs. The U.S. holder’s adjusted tax basis in the MCNs will equal the U.S. dollar value of the purchase price determined on the date of purchase, including any amounts attributable to any Rights pursuant to which the holder acquired the MCNs. If the MCNs are treated as traded on an “established securities market,” a cash basis U.S. holder (or, if it elects, an accrual basis U.S. holder) will determine the U.S. dollar value of the cost of the MCNs by translating the amount paid at the spot rate of exchange on the settlement date of the purchase. Such gain or loss will be short-term capital gain or loss in light of the fact that the MCNs have a maturity of less than one year. The deductibility of capital losses is subject to limitations. Please also see “—*Taxation of Shares—Sale or Exchange*” for additional consequences if the MCNs are sold in exchange for currency other than U.S. dollars.

Conversion of the MCNs

No gain or loss should be recognised by a U.S. holder for U.S. federal income tax purposes as a result of conversion of MCNs into Shares. The U.S. holder’s tax basis in the Shares will equal its aggregate tax basis in the MCNs converted, reduced by the Fixed Interest Amount under the rules described above. The holding period of the Shares received upon conversion will include the period during which the U.S. holder held the MCNs prior to the conversion.

Possible Alternative Treatment of the MCNs

As discussed above, significant aspects of the U.S. federal income tax consequences of an investment in the MCNs are not certain. No assurance can be given that the IRS will not assert that the MCNs, the Share Purchase Option Agreement or the Share Purchase and Delivery Agreement should be characterised in a manner that differs from the position that CSG has taken in that regard. Possible alternative characterisations of the MCNs include as a prepaid forward contract to purchase equity of CSG, as a direct ownership interest in the Issuer’s assets or as a direct equity interest in the Issuer for U.S. federal income tax purposes. A possible alternative characterisation of the Share Purchase Option Agreement and the Share Purchase and Delivery Agreement are as prepaid forward contracts to purchase equity of CSG. Under some or all of these alternatives, the Fixed Interest Amounts and Floating Interest Amounts could be treated as ordinary income subject to tax at normal ordinary income rates; the conversion of MCNs into Shares might be treated as a taxable transaction on which gain would be subject to taxation but loss might not be currently deductible; the holding period for Shares might begin upon conversion of the MCNs; or the Issuer could be treated as a partnership that is a publicly traded partnership taxable as a corporation and consequently as a PFIC, in which case gain on disposition of the MCNs would be subject to the rules described in “—*Taxation of the Shares—Passive Foreign Investment Company Rules*” below. Prospective investors should consult their tax advisors as to the U.S. federal income tax treatment of an investment in the MCNs.

Taxation of the Shares

Dividends. Subject to the discussion below under “—*Passive Foreign Investment Company Rules*”, distributions paid on the Shares will be treated as dividends to the extent paid out of the current or accumulated earnings and profits of CSG, as determined under U.S. federal income tax principles. Because CSG is not expected to maintain calculations of CSG’s earnings and profits under U.S. federal income tax principles, it is expected that distributions paid to U.S. holders generally will be reported as dividends.

The gross amount of cash distributions received by a U.S. holder generally will be foreign source income and will not be eligible for the dividends-received deduction generally allowed to corporate U.S. holders.

Dividends paid in a currency other than U.S. dollars generally will be includible in a U.S. holder’s income in a U.S. dollar amount calculated by reference to the exchange rate in effect on the day the U.S. holder receives the dividends. Any gain or loss on a subsequent sale, conversion or other disposition of such non-U.S. currency by such U.S. holder generally will be treated as ordinary income or loss and generally will be income or loss from sources within the United States.

Subject to certain exceptions for short-term and hedged positions and the discussion below under “—*Passive Foreign Investment Company Rules*”, the U.S. dollar amount of dividends received by an individual will be subject to taxation at preferential rates if the dividends are “qualified dividends”. Dividends on the MCNs are expected to be the type of dividend that is eligible to be a qualified dividend.

Swiss income taxes withheld from payments on the Shares to a U.S. holder may give rise to a foreign tax credit or deduction for U.S. federal income tax purposes. Payments treated as dividends generally will constitute “passive category income” for purposes of the foreign tax credit (or in the case of certain U.S. holders, “general category income”). The rules governing foreign tax credits are complex. Holders should consult their own tax advisers regarding the creditability of foreign taxes in their particular circumstances.

Sale or Exchange. Subject to the application of the PFIC rules discussed below, a U.S. holder will recognise capital gain or loss upon the sale or other disposition of Shares in an amount equal to the difference between the amount realised on the sale or other disposition and the U.S. holder’s adjusted tax basis in the MCNs (as described above under “—*Sale or Exchange of the MCNs*”). Any capital gain or loss will be long term if the Shares have been held for more than one year. Any capital gain or loss recognised by a U.S. holder generally will be U.S. source. The deductibility of capital losses is subject to limitations.

If a U.S. holder sells or otherwise disposes of the Shares in exchange for currency other than U.S. dollars, the amount realised generally will be the U.S. dollar value of the currency received at the spot rate in effect on the date of sale or other disposition (or, if the shares are traded on an established securities market at such time, in the case of cash basis and electing accrual basis U.S. holders, the settlement date). An accrual basis U.S. holder that does not elect to determine the amount realised using the spot exchange rate on the settlement date will recognise foreign currency gain or loss equal to the difference between the U.S. dollar value of the amount received based on the spot exchange rates in effect on the date of the sale or other disposition and the settlement date. A U.S. holder generally will have a tax basis in the currency received equal to the U.S. dollar value of the currency received at the spot rate in effect on the settlement date. Any currency gain or loss realised on the settlement date or the subsequent sale, conversion, or other disposition of the non-U.S. currency received for a different U.S. dollar amount generally will be U.S.-source ordinary income or loss, and will not be eligible for the reduced tax rate applicable to long-term capital gains. If an accrual basis U.S. holder makes the election described in the first sentence of this paragraph, it must be applied consistently from year to year and cannot be revoked without the consent of the IRS. A U.S. holder should consult its own tax advisers regarding the treatment of any foreign currency gain or loss realised with respect to any currency received in a sale or other disposition of the Shares.

Passive Foreign Investment Company Rules. Special U.S. federal income tax rules apply to U.S. persons owning shares of a “passive foreign investment company” or “PFIC”. If CSG is treated as a PFIC for any year, U.S. holders of Shares upon conversion may be subject to adverse tax consequences upon a sale, exchange or other disposition of the Shares or upon the receipt of certain “excess distributions” in respect of the Shares. Based on audited consolidated financial statements, CSG believes that it was not treated as a PFIC for U.S. federal income tax purposes with respect to the 2020 taxable year. In addition, based on a review of the audited consolidated financial statements of CSG and CSG’s current expectations regarding the value and nature of its assets and the sources and nature of its income, CSG does not anticipate becoming a PFIC for the 2021 taxable year.

Backup Withholding and Information Reporting

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting and to backup withholding unless (1) the recipient is a corporation or other exempt recipient or (2) in the case of backup withholding, the recipient provides a correct taxpayer identification number and certifies that it is not subject to backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a holder’s U.S. federal income tax liability, *provided* the required information is furnished to the IRS.

Additional Reporting Requirements for Certain Holders of MCNs or the Shares

Individual U.S. holders that own “specified foreign financial assets” with an aggregate value in excess of U.S.\$50,000 on the last day of the taxable year or U.S.\$75,000 at any time during the taxable year are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. “Specified foreign financial assets” include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer (which would include the MCNs or the Shares) that are not held in accounts maintained by financial institutions. Higher reporting thresholds apply to certain individuals living abroad and to certain married individuals. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. U.S. holders who fail to report the required information could be subject to substantial penalties. Prospective investors should consult their own tax advisers concerning the application of these rules to their investment in the MCNs or the Shares, including the application of the rules to their particular circumstances.

A U.S. holder that participates in a “reportable transaction” will be required to disclose its participation to the IRS. The scope and application of these rules is not entirely clear. A U.S. holder may be required to treat a foreign currency exchange loss relating to the MCNs or the Shares as a reportable transaction if the loss exceeds U.S.\$50,000 in a single taxable year if the U.S. holder is an individual or trust, or higher amounts for other U.S. holders. In the event the acquisition, ownership or disposition of the MCNs or the Shares constitutes participation in a “reportable transaction” for purposes of these rules, a U.S. holder will be required to disclose its investment to the IRS, currently on Form 8886. Prospective purchasers should consult their tax advisors regarding the application of these rules.

Non-U.S. Holders

A Non U.S. holder generally will not be subject to U.S. federal income tax, by withholding or otherwise, on payments on the MCNs or the Shares, or gain realised in connection with the sale or other disposition of MCNs or the Shares. A Non U.S. holder may be required to comply with certification and identification procedures in order to establish its exemption from information reporting and backup withholding.

U.S. Foreign Account Tax Compliance Act

Pursuant to the U.S. Foreign Account Tax Compliance Act (“**FATCA**”), a foreign financial institution (as defined by FATCA) may be required to conduct diligence on its account holders and its investors in order to determine whether its accounts are “U.S. accounts”, and to withhold on certain payments it makes (“foreign passthru payments”) to persons that fail to meet certain certification, reporting or related requirements. CSG may be a foreign financial institution for these purposes. Pursuant to FATCA, an investor may be required to provide a financial institution in the chain of payments on the MCNs or the Shares, information regarding the investor’s identity, and in the case of an investor that is an entity, the investor’s direct and indirect owners, and this information may be reported to applicable tax authorities (including to the IRS). A number of jurisdictions, including Switzerland have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction generally would not be required to withhold under FATCA or an IGA from payments that it makes. Even if withholding were required pursuant to FATCA or an IGA with respect to payments on instruments such as MCNs or the Shares, such withholding would not apply prior to two years after the date on which final regulations on this issue are published. If an amount of, or in respect of, such withholding taxes were to be deducted or withheld from any payments in respect of the MCNs or the Shares as a result of an investor or intermediary’s failure to comply with these rules, no additional amounts will be paid on the MCNs or the Shares held by such investor as a result of the deduction or withholding of such tax. Holders should consult their own tax advisers regarding how these rules may apply to their investment in MCNs or the Shares.

SUBSCRIPTION AND SALE

Offering

The Series A MCNs will be sold by way of a private placement to certain institutional investors in accordance with applicable securities laws (such sales, collectively, the “**Private Placement**”).

The Series B MCNs will be (i) offered by way of a public offering (the “**Public Offering**”) in which the holders of Shares as of close of trading on the SIX Swiss Exchange on 27 April 2021 will receive preferential subscription rights (*Vorwegzeichnungsrechte*) (“**Rights**”) to, subject to certain limitations based on residency, purchase Series B MCNs at the Issue Price, and (ii) with respect to the Series B MCNs, if any, not purchased by holders of Rights (any such Series B MCNs, “**Remaining Series B MCNs**”), sold to a limited number of institutional investors (the “**Investors**”) in accordance with their respective commitments set forth in the relevant Purchase Agreement (as defined below) and described below.

Bond Placement and Settlement Agreement

The Bookrunner and Placement Agent has entered into a Bond Placement and Settlement Agreement dated as of 21 April 2021 (the “**Placement Agreement**”), with the Issuer and the Guarantor, pursuant to which the Issuer has agreed to issue and sell, and the Bookrunner and Placement Agent has agreed, subject to the satisfaction of certain conditions, to settle in the Private Placement, and place and settle in the Public Offering, the Series B MCNs at the Issue Price on the Payment Date.

Purchase Agreements

CSG has entered into a Purchase and Underwriting Agreement or Committed Purchase Agreement, as the case may be, dated as of 21 April 2021 (each such agreement, a “**Purchase Agreement**”), with each Investor, pursuant to which (i) the relevant Investor has agreed to (a) purchase the aggregate principal amount of Series A MCNs specified therein and/or (b) purchase the percentage of the Remaining Series B MCNs, if any, specified therein, and (ii) Credit Suisse AG has agreed to cause the Issuer to sell the Series A MCNs and Remaining Series B MCNs described in subclauses (b) of clause (i) above to the relevant Investor in accordance with its commitments set forth therein. The relevant Investors underwriting the Remaining Series B MCNs will receive certain underwriting fees in connection with their commitments.

General

Neither the Issuer nor the Guarantor nor the Bookrunner and Placement Agent has made any representation that any action will be taken in any jurisdiction (other than in Switzerland) by the Bookrunner and Placement Agent or the Issuer or the Guarantor that would permit a public offering of the Rights, the MCNs or the Shares issuable upon conversion of the MCNs (“**Exchange Shares**”), or possession or distribution of this Prospectus (in preliminary, proof or final form) or any other offering or publicity material relating to the MCNs (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required. The Bookrunner and Placement Agent has agreed that it will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers MCNs or has in its possession or distributes this Prospectus (in preliminary, proof or final form) or any such other material, in all cases at its own expense. It will also ensure that no obligations are imposed on the Issuer or the Guarantor in any such jurisdiction as a result of any of the foregoing actions.

The Rights will initially be credited to a depositary bank (*Depotbank*) for the accounts of all shareholders that hold their existing Shares in custody through such depositary bank. Subject to certain exceptions, a depositary bank (including brokers, custodians and nominees) may not exercise Rights on behalf of any person in jurisdictions in which it would not be permissible to make an offer of the Rights, the MCNs or the Exchange Shares and will be deemed in connection with its receipt, exercise or acquisition of any Rights or MCNs to certify that such exercise is not on behalf of such a person.

The crediting of Rights to the account of shareholders or other persons in any jurisdiction in which it would not be permissible to make an offer of the Rights, the MCNs or the Exchange Shares does not constitute an offer of the Rights, the MCNs or the Exchange Shares to such persons.

Depositary banks (including brokers, custodians and nominees), are advised not to send, transmit or otherwise distribute this Prospectus or any other information about the Offering into any jurisdictions in which it may not be permissible to make an offer of the Rights, the MCNs or the Exchange Shares, unless such depositary bank obtains representations and/or certifications from the relevant holders of Rights located in such jurisdictions sufficient to satisfy itself that this Prospectus and such other documents may be legally sent, transmitted or otherwise distributed into such jurisdictions.

Furthermore, unless a depositary bank (including brokers, custodians and nominees) has a reasonable basis to believe that distribution of this Prospectus or other documentation will not contravene relevant laws and regulations in a particular jurisdiction, the depositary bank should refrain from contacting any holder of Rights in such jurisdiction. Depositary banks (including brokers, custodians and nominees) and account holders who wish to take up any part of their entitlements must ensure that no Rights are being exercised by, or for the account or benefit of, persons located in jurisdictions in which it would not be permissible to make an offer of the Rights, the MCNs or the Exchange Shares. Depositary banks (including brokers, custodians and nominees) and account holders should contact the Issuer, the Guarantor and/or the Bookrunner and Placement Agent for further information.

Subject to certain exceptions, a depositary bank (including brokers, custodians and nominees) may also not allow the Rights to be transferred or otherwise distributed in or into any jurisdiction in which it would not be permissible to make an offer of the Rights, the MCNs or the Exchange Shares.

Any Rights that are unable to be exercised within the Rights Exercise Period will expire and become null and void and no compensation will be paid to the holders of such Rights.

Subject to certain exceptions, exercise instructions and certifications from the United States, EEA or UK or any other jurisdictions where it may not be permissible to make an offer of the Rights, the MCNs or the Exchange Shares will not be accepted. Subject to certain exceptions, no documentation sent to the Issuer, the Guarantor, the Bookrunner and Placement Agent, or the depositary banks (including brokers, custodians and nominees) should be postmarked, sent, transmitted or otherwise dispatched from the United States, EEA or UK or any other jurisdiction where it may not be permissible to make an offer of the Rights, the MCNs or the Exchange Shares (including, without limitation, via fax, e-mail or the internet). Documentation that appears to have been, or that the Issuer, the Guarantor, the Bookrunner and Placement Agent or a depositary bank believes to have, originated in such jurisdictions may not be accepted and may be deemed to be invalid. The Issuer, the Guarantor, the Bookrunner and Placement Agent and the depositary banks reserve the right to refuse to authorise the exercise of any Rights or the delivery of any MCNs in, from or to such jurisdictions or to any person who fails to make the representation, warranties, agreements and/or acknowledgements noted below. Each person that receives, exercises or acquires any Rights or MCNs in the Offering or accepts delivery of or accesses this Prospectus, will be deemed to have represented, agreed and acknowledged to the Issuer, the Guarantor and the Bookrunner and Placement Agent and to its applicable depositary bank(s) (including brokers, custodians and nominees), unless the Issuer or the Guarantor waive such requirement that:

(i) it, or the person, if any, for whose account it is acting, is and will be receiving, exercising or acquiring the Rights or the MCNs for its own account and not with a view to distribute and resell any such Rights or MCNs; (ii) either: (a) it and the person, if any, for whose account it is or will be receiving, exercising or acquiring the Rights or the MCNs is not, and at the time of any receipt or exercise by it of Rights or any acquisition by it of MCNs, will not be, a U.S. Person and it is or will be receiving, exercising or acquiring the Rights or the MCNs in an offshore transaction meeting the requirements of Regulation S; or (b) it and any person on whose behalf it is acting is a Qualified Institutional Buyer, in which latter case it also acknowledges that it will be required to execute and deliver an investor letter substantially in the form attached as Annex A to this Prospectus before any exercise by it of Rights or any acquisition by it of MCNs; (iii) it, and the person, if any, for whose account it is acting, may lawfully receive, exercise and/or acquire any Rights or MCNs they have received, exercised and/or acquired or propose to receive, exercise and/or acquire in the jurisdiction in which they reside or are located.

United States

The Rights, the MCNs and the Exchange Shares have not been and will not be registered under the U.S. Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act. The Rights, the MCNs and the Exchange Shares are being offered only to (a) persons that are not, and are not acting for the account or benefit of, U.S. Persons in offshore transactions in accordance with Regulation S, and (b) Qualified Institutional Buyers in the United States pursuant to an available exemption from registration. Terms used in this paragraph have the meanings given to them by Regulation S.

A Qualified Institutional Buyer in the United States is only permitted to exercise Rights or otherwise acquire the MCNs in the Offering if it sends a duly completed and executed investor letter substantially in the form of Annex A to this Prospectus both to its financial intermediary (by the time instructed by its financial intermediary) and to the Issuer and Guarantor (c/o Credit Suisse AG) to the address specified therein, and also complies with any other instructions and requirements of its financial intermediary in connection with such exercise or acquisition. In order for it to participate in the offering, its financial intermediary must then forward a copy of the investor letter, together with the exercise instructions, via its Swiss custodian to SIX SIS. **Qualified Institutional Buyers should note that resales of the Rights, the MCNs and the Exchange Shares under Rule 144A under the U.S. Securities Act will not be permitted.**

The Bookrunner and Placement Agent has represented, warranted and agreed that it, its affiliates and any persons acting on its or their behalf, have offered and sold the MCNs and the Shares issuable upon conversion of the MCNs, and will offer and sell the MCNs and the Shares issuable upon conversion of the MCNs (i) as part of the distribution of the MCNs at any time, and (ii) otherwise until 40 days after the later of the commencement of the offering of the MCNs and the date of original issuance of the MCNs, only to non-U.S. Persons in offshore transactions each as defined in and in reliance on Regulation S, or, otherwise, to persons in the United States they reasonably believe to be Qualified Institutional Buyers, which Qualified Institutional Buyers have signed an investor letter substantially in the form attached as Annex A to this Prospectus. The Bookrunner and Placement Agent has also agreed to send each dealer to which it sells MCNs during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the MCNs within the United States or to, or for the account or benefit of, U.S. Persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of the Rights or the MCNs within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the U.S. Securities Act.

Prohibition of Sales to EEA Retail Investors

The MCNs may not be offered, sold or otherwise made available to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of EU MiFID II; or
 - (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or
 - (iii) not a qualified investor as defined in the EU Prospectus Regulation; and
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the Offering and the MCNs to be offered so as to enable an investor to decide to purchase or subscribe for the MCNs.

Prohibition of Sales to Retail Investors in France

The MCNs may not be and will not be offered or sold or caused to be offered or sold, directly or indirectly, to the public in France other than to qualified investors. Any offer or sale of the MCNs and distribution of any offering material relating to the MCNs have been and will be made in France only to qualified investors (investisseurs qualifiés), as defined in article 2 point (e) of the EU Prospectus Regulation, and in accordance with Articles L.411-1 and L.411-2 of the French monetary and financial code (Code monétaire et financier).

Prohibition of Sales to Retail Investors in Italy

The MCNs have not been registered with the Commissione Nazionale per le Società e la Borsa (“CONSOB”) pursuant to Italian securities legislation and, accordingly, no MCNs may be offered, sold or delivered, and nor may copies of this Prospectus and any other document relating to any MCNs be distributed in the Republic of Italy, except:

- (a) to qualified investors (investitori qualificati), as defined in Article 2, letter e) of the EU Prospectus Regulation; pursuant to Article 1, fourth paragraph, letter a), of the EU Prospectus Regulation;
- (b) in other circumstances that are exempted from the rules on public offerings pursuant to Article 1 of the EU Prospectus Regulation.

Any offer, sale or delivery of the MCNs or distribution of copies of this Prospectus and any other document relating to any MCNs in the Republic of Italy must be in compliance with the selling restrictions under paragraphs (a) or (b) above and must be made:

- (i) by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (the “**Italian Banking Act**”) (in each case, as amended from time to time); and
- (ii) in compliance with any applicable laws and regulations including any limitation or requirement that may be imposed from time to time by CONSOB and/or the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian competent authority.

Any investor purchasing the MCNs is solely responsible for ensuring that any offer, sale, delivery or resale of the MCNs it purchased in the Offering occurs in compliance with applicable Italian laws and regulations.

Prohibition of Sales to UK Retail Investors

The MCNs may not be offered, sold or otherwise made available any MCNs to any retail investor in the UK. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in the UK Prospectus Regulation.
- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the Offering and the MCNs to be offered so as to enable an investor to decide to purchase or subscribe for the MCNs.

Selling Restrictions addressing Additional UK Securities Laws

The Bookrunner and Placement Agent has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the MCNs in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the MCNs in, from or otherwise involving the UK.

Japan

The Rights and the MCNs have not been and will not be registered under the Financial Instruments and Exchange Act of Japan, as amended (“**FIEA**”). This Prospectus is not an offer of securities for sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for reoffer or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements under the FIEA and otherwise in compliance with such law and any other applicable laws, regulations and ministerial guidelines of Japan. Accordingly, no resident of Japan may participate in the Offering or exercise any Rights and none of the Issuer, the Guarantor and the Bookrunner and Placement Agent or other person is allowed to, directly or indirectly, offer or sell any Rights or MCNs in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements under the FIEA and otherwise in compliance with such law and any other applicable laws, regulations and ministerial guidelines of Japan. As used in this paragraph, “resident of Japan” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Australia

The MCNs are not offered and will not be issued under a prospectus or product disclosure statement compliant with Australian securities laws or the disclosure requirement under those laws. Accordingly, a person in Australia may not participate in the Offering or re-sell the MCNs or any rights to those MCNs unless an applicable exemption applies under the Australian Corporations Act 2001 (Cth).

Canada

No prospectus has been filed with any securities commission or similar regulatory authority in Canada in connection with the offer and sale of the Rights or the MCNs. No securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon this Prospectus or on the merits of the Rights or the MCNs and any representation to the contrary is an offence. The offer and sale of the Rights or the MCNs in Canada is being made on a private placement basis and is exempt from the requirement that the issuer prepares and files a prospectus under applicable Canadian securities laws. Any resale of Rights or MCNs acquired by a Canadian investor in the Offering must be made in accordance with applicable Canadian securities laws, which resale restrictions may under certain circumstances apply to resales of the Rights or the MCNs outside of Canada.

As applicable, each Canadian investor who purchases the Rights or the MCNs will be deemed to have represented to the Issuer, the Guarantor, the Bookrunner and Placement Agent and to each dealer from whom a purchase confirmation is received, as applicable, that the investor: (i) is purchasing as principal, or is deemed to be purchasing as principal in accordance with applicable Canadian securities laws, for investment only and not with a view to resale or redistribution; (ii) is an “accredited investor” as such term is defined in section 1.1 of National Instrument 45-106 Prospectus Exemptions (NI 45-106) or, in Ontario, as such term is defined in section 73.3(1) of the Securities Act (Ontario); and (iii) is a “permitted client” as such term is defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, *provided* that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (“**NI 33-105**”) (or section 3A.4 in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction), the Offering is conducted pursuant to any exemption from the requirement that Canadian investors be provided with certain underwriter conflicts of interest disclosure that would otherwise be required pursuant to subsection 2.1(1) of NI 33-105.

Hong Kong

The Rights, the MCNs and the Exchange Shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than:

- (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the “**SFO**”) and any rules made under the SFO; or

- (b) in other circumstances that do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (the “C(WUMP)O”) or that do not constitute an offer to the public within the meaning of the C(WUMP)O.

No advertisement, invitation or document relating to the Rights, the MCNs or the Exchange Shares has been or will be issued or has been or will be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Rights, the MCNs and/or the Exchange Shares that are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

The contents of this Prospectus have not been reviewed by any regulatory authority in Hong Kong. Investors are advised to exercise caution in relation to the Offering. If an investor is in any doubt about any of the contents of this Prospectus, it should obtain independent professional advice.

Singapore

This Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of MCNs may not be circulated or distributed, nor may MCNs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

- (a) to an institutional investor (as defined in the SFA) under Section 274 of the SFA;
- (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, and where applicable, the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where MCNs are subscribed or purchased under Section 275 of the SFA by a relevant person that is:

- (i) a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Rights, the MCNs and the Exchange Shares pursuant to an offer made under Section 275 of the SFA except:
 - (A) to an institutional investor or to a relevant person as defined in Section 275(2), or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
 - (B) where no consideration is or will be given for the transfer;

- (C) where the transfer is by operation of law;
- (D) as specified in Section 276(7) of the SFA; or
- (E) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

For purposes of this provision, each reference to the “SFA” is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

The MCNs are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

South Korea

The MCNs have not been registered with the Financial Services Commission of Korea for public offering in Korea. None of the MCNs may be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Financial Investment Services and Capital Markets Act and the decrees and regulations thereunder and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (collectively, the “**Foreign Exchange Transaction Law**”). Without prejudice to the foregoing, the number of MCNs offered in Korea or to a resident in Korea shall be less than 50 and for a period of one year from the issue date of the MCNs, none of the MCNs may be divided resulting in an increased number of MCNs. Furthermore, the purchaser of the MCNs shall comply with all applicable regulatory requirements (including but not limited to requirements under the Foreign Exchange Transaction Law) in connection with the purchase of the MCNs.

United Arab Emirates

This Prospectus, and the information contained herein, does not constitute, and is not intended to constitute, a public offer of securities in the United Arab Emirates (“UAE”) and accordingly should not be construed as such. The MCNs are only being offered to a limited number of exempt investors in the UAE who fall under one of the following categories of Exempt Qualified Investors:

- (a) an investor that is able to manage its investments on its own (unless such person wishes to be classified as a retail investor), namely:
 - (i) the federal government, local governments, and governmental entities, institutions and authorities, or companies wholly-owned by any such entities;
 - (ii) foreign governments, their respective entities, institutions and authorities or companies wholly owned by any such entities;
 - (iii) international entities and organisations;
 - (iv) entities licensed by the Securities and Commodities Authority (the “SCA”) or a regulatory authority that is an ordinary or associate member of the International Organisation of Securities Commissions (a “**Counterpart Authority**”); or

- (v) any legal person that meets, as at the date of its most recent financial statements, at least two of the following conditions:
 - (A) it has a total assets or balance sheet of AED 75 million;
 - (B) it has a net annual turnover of AED 150 million;
 - (C) it has total equity or paid-up capital of AED 7 million; or
 - (b) a natural person licensed by the SCA or a Counterpart Authority to carry out any of the functions related to financial activities or services
- (each, an “**Exempt Qualified Investor**”).

The MCNs have not been approved by or licensed or registered with the UAE Central Bank, the SCA, the Dubai Financial Services Authority, the Financial Services Regulatory Authority or any other relevant licensing authorities or governmental agencies in the UAE (the “**Authorities**”). The Authorities assume no liability for any investment that the named addressee makes as an Exempt Qualified Investor. This Prospectus is for the use of the named addressee only and should not be given or shown to any other person (other than employees, agents or consultants in connection with the addressee’s consideration thereof). References in this provision to “**AED**” refer to the United Arab Emirates dirham.

Guernsey

The Bookrunner and Placement Agent has represented and agreed, that it has not offered or sold and will not offer or sell, at any time, any MCNs to any person resident for the purposes of the Income Tax (Guernsey) Law, 1975 in the Islands of Guernsey, Alderney or Herm.

ANNEX A: INVESTOR LETTER

[Letterhead of Qualified Institutional Buyer in the United States]

To: Your Financial Intermediary

Credit Suisse Group (Guernsey) VII, Limited (the “**Issuer**”)
Credit Suisse Group AG (the “**Guarantor**”)
c/o Credit Suisse AG
Attention: VUCC 21 – Transaction Advisory Group
Uetlibergstrasse 231
8070 Zurich
Switzerland

[Date], 2021

Re: Purchase of Mandatory Convertible Notes of Credit Suisse Group (Guernsey) VII, Limited

Dear Sirs:

In connection with its receipt, exercise or acquisition of any Rights, Series A MCNs and/or Series B MCNs (each as defined below) (together, as applicable, the “**Applicable Securities**”), the undersigned (the “**Investor**”) represents and warrants to, and agrees with, the Issuer, the Guarantor and Credit Suisse AG, as settlement agent for the Series A MCNs and as placement and settlement agent for the Series B MCNs (in such capacities, the “**Placement Agent**”), as set forth below. In this letter: “**Exchange Shares**” means the registered ordinary shares of the Guarantor with a nominal value of CHF 0.04 issuable upon conversion of Series A MCNs or Series B MCNs, as applicable; “**Series A MCNs**” means the 3.00 per cent. Series A Mandatory Convertible Notes due 2021 issued or to be issued by the Issuer in the form of notes with denominations of CHF 200,000 each and mandatorily convertible into Exchange Shares; “**Series B MCNs**” means the 3.00 per cent. Series B Mandatory Convertible Notes due 2021 issued or to be issued by the Issuer in the form of notes with denominations of CHF 1,000 each and mandatorily convertible into Exchange Shares; and “**Rights**” means the preferential subscription rights (*Vorwegzeichnungsrechte*) issued or to be issued by the Issuer to, subject to certain limitations based on residency and status, purchase Series B MCNs.

1. The Investor is a “qualified institutional buyer” (“**QIB**”) within the meaning of Rule 144A under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and, if the Investor is or will be receiving, exercising or acquiring the Applicable Securities as a fiduciary or agent for one or more investor accounts, (a) each such investor is a QIB; (b) the Investor has investment discretion with respect to each such account; and (c) the Investor has full power and authority to and hereby does make the representations, warranties and agreements in this letter on behalf of each such investor and account.

2. The Investor is or will be receiving, exercising or acquiring the Applicable Securities for investment for its own account (or the account of a QIB as to which the Investor has full investment discretion) and not with a view to any distribution (within the meaning of the U.S. Securities Act) of the Applicable Securities or the Exchange Shares.

3. The Investor is aware, and each beneficial owner of the Applicable Securities has been advised, that: (a) none of the Applicable Securities or the Exchange Shares have been or will be registered

under the U.S. Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, taken up, resold, renounced, exercised, pledged, transferred or delivered, directly or indirectly at any time except in accordance with paragraph 7 below; (b) the Applicable Securities and the Exchange Shares have been or will be acquired by the Investor in transactions that are exempt from the registration requirements of the U.S., Securities Act; (c) each of the Series A MCNs, Series B MCNs and Exchange Shares will constitute “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act; and (d) none of the Applicable Securities or the Exchange Shares will qualify for resale pursuant to Rule 144A under the U.S. Securities Act.

4. The Investor understands that (a) it is not being provided with the disclosures that would be required if the offer or sale of the Applicable Securities or the Exchange Shares were being registered under the U.S. Securities Act, (b) certain term sheets in respect of Series A MCNs and/or Series B MCNs (the “**Term Sheets**”), a preliminary prospectus (which will not be reviewed or approved by a competent Swiss review body pursuant to article 52 of the Swiss Financial Services Act of 15 June 2018, as amended (the “**FinSA**”)) (the “**Preliminary Prospectus**”), a final prospectus (which will be submitted to SIX Exchange Regulation Ltd in its capacity as Swiss review body pursuant to article 52 of the FinSA for review only after completion of the initial distribution, offer and sale of the Securities) (the “**Final Prospectus**”) are the only materials that have been or will be prepared in connection with the distribution, offer and/or sale of the Applicable Securities or the Exchange Shares, and (c) none of the Issuer, the Guarantor or the Placement Agent has provided, or will provide, the Investor with any other material regarding the Applicable Securities or the Exchange Shares or the Issuer or the Guarantor, and the Investor has not requested the Issuer, the Guarantor or the Placement Agent to provide it with any such information.

5. In making its decision to receive, exercise or acquire the Applicable Securities, the Investor: (a) has not relied on any investigation that the Placement Agent or any person acting on its behalf may have conducted with respect to the Applicable Securities and/or the Exchange Shares and/or the Issuer or the Guarantor; (b) has made its own investment decision regarding the Applicable Securities and the Exchange Shares based on its own knowledge (including any information it may have or that is publicly available) with respect to the Applicable Securities and the Exchange Shares and the Issuer and the Guarantor; (c) has had access to such information as it deems necessary or appropriate in connection with its receipt, exercise or acquisition of the Applicable Securities and the Exchange Shares; (d) has sufficient knowledge and experience in financial and business matters and expertise in assessing credit, market and all other relevant risk and is capable of evaluating, and has evaluated, independently the merits, risks and suitability of receiving, exercising or acquiring the Applicable Securities and the Exchange Shares; (e) recognises that an investment in the Applicable Securities and the Exchange Shares involves substantial risk; (f) can afford the complete loss of such investment; and (g) understands that neither the Placement Agent nor any other broker or dealer has any obligation to make a market in the Applicable Securities or the Exchange Shares.

6. The Investor acknowledges and agrees that it is not and/or will not participating in the distribution, offer and/or sale of the Applicable Securities as a result of any general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

7. The Investor agrees that it will not reoffer, resell, pledge or otherwise transfer the Applicable Securities or the Exchange Shares except to a person that is not, and is not acting for the account or benefit of, a U.S. person as defined in Regulation S under the U.S. Securities Act (“**U.S. Persons**”) in an offshore transaction complying with Regulation S under the U.S. Securities Act or in a transaction that is exempt from the registration requirements under the U.S. Securities Act pursuant to Rule 144 under the U.S. Securities Act (if available).

8. The Investor agrees that before any transfer of Series A MCNs or Series B MCNs on the SIX SIS Ltd pursuant to Regulation S under the U.S. Securities Act, the transferor will be required to advise the transfer agent that the transfer is being conducted in compliance with Regulation S under the U.S. Securities Act, or in the case of any other transfer, the transferee will be required to provide the transfer agent with an executed transfer letter substantially in the form that may be obtained from the transfer agent, and understands and acknowledges that the transfer agent will not register any transfer of Series A MCNs or Series B MCNs initially placed pursuant to an exemption from the registration requirements of the U.S. Securities Act, other than Regulation S under the U.S. Securities Act, that is not made in accordance with such restrictions on transfer.

9. The Investor understands that, for so long as the Exchange Shares remain “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act (the “**Restricted Period**”), the Exchange Shares may not be deposited in any unrestricted ADR facility relating thereto and agrees that, during the Restricted Period, it will not deposit into any unrestricted ADR facility (a) the Exchange Shares or (b) any ordinary shares of the Guarantor that will be replaced with the Exchange Shares.

10. The Investor understands that none of the Issuer, the Guarantor or the Placement Agent makes any representation as to the availability of any exemption under the U.S. Securities Act for the reoffer, resale, pledge or other transfer of the Applicable Securities or the Exchange Shares.

11. The Investor understands that by its receipt, exercise or acquisition of the Applicable Securities, it is assuming and is capable of bearing the risk of loss that may occur with respect to the Applicable Securities and/or the Exchange Shares, including the possibility that the Investor may lose all or a substantial portion of its investment therein, and the Investor will not look to the Placement Agent for all or part of any such loss or losses it may suffer.

12. The Investor understands and agrees that from the date of this letter, it will not enter, and will cause its affiliates not to enter, into any transactions in the United States or with, or with persons acting for the account or benefit of, U.S. Persons involving the Applicable Securities, Exchange Shares (or other ordinary shares of the Guarantor), the ADS of the Guarantor listed on the New York Stock Exchange or derivatives relating to any of the foregoing that have the economic effect, directly or indirectly, of hedging or otherwise mitigating the economic risk associated with the Investor’s commitment under this letter.

13. The Investor understands that the Issuer, the Guarantor, the Placement Agent and others will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements, and agrees that if any of the representations or acknowledgements made by it is no longer accurate, the Investor shall promptly notify the Issuer, the Guarantor and the Placement Agent.

Yours truly

[Name of Investor]

By: _____

Name:

Title:

[A copy of this Investor Letter MUST be forwarded by your broker/custodian to SIX SIS AG together with the exercise instructions of the preferential subscription rights no later than 12:00 noon (CEST) on 6 May 2021

Name and location of depositary bank or
custodian:

Depositary Account No.:

Beneficiary/Name of Purchaser:

Number of preferential subscription rights
exercised:

([•] preferential subscription rights entitle to purchase
1 Series B MCNs of CHF 1,000 principal amount at the issue
price)*

CHF principal amount of MCNs subscribed:



ISSUER

**Credit Suisse Group (Guernsey)
VII, Limited**
Helvetia Court
South Esplanade
St. Peter Port
Guernsey GY1 3WF
Channel Islands

GUARANTOR

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