

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES.

IMPORTANT: You must read the following before continuing. The following disclaimer applies to the Information Memorandum following this page (the “**Information Memorandum**”), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Information Memorandum. In accessing the Information Memorandum, 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. You acknowledge that you will not forward this electronic transmission or the Information Memorandum to any other person.

THE INFORMATION MEMORANDUM AND ITS CONTENTS ARE CONFIDENTIAL AND 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 INFORMATION MEMORANDUM IN WHOLE OR IN PART IS PROHIBITED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THE INFORMATION MEMORANDUM CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN (THE “**SECURITIES**”).

EXCEPT AS DESCRIBED BELOW, 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 SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

Confirmation of your Representation: You have been sent the Information Memorandum on the basis that you have confirmed to the managers in relation to the offering (or their affiliates) (together, the “**Managers**”), being the senders of the attached, that: (i) you have understood and agree to the terms set out herein, (ii) you are not a U.S. person (within the meaning of Regulation S under the Securities Act), and are not acting for the account or benefit of any U.S. person, and that you and the electronic mail address that you have given us and to which this e-mail has been delivered are not located in the United States, its territories and possessions, (iii) you consent to delivery by electronic transmission, (iv) you will not transmit the Information Memorandum (or any copy of it or part thereof) or disclose, whether orally or in writing, any of its contents to any other person except with the consent of the relevant Manager, (v) you acknowledge that you will make your own assessment regarding any legal, taxation or other economic considerations with respect to your decision to subscribe for, or purchase any of, the securities and (vi) if you are a person in the United Kingdom, then you are a person who (x) 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 (y) is a high net worth entity or other persons to whom the Information Memorandum may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “**Relevant Persons**”). The Securities are only available to, and any invitation, offer, or agreement to subscribe, purchase or otherwise acquire the Securities will be engaged in only with Relevant Persons. In the United Kingdom, the

Information Memorandum may only be communicated or caused to be communicated to persons in circumstances where Section 21(1) of the Financial Services and Markets Act 2000 does not apply and may only be distributed to Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which the Information Memorandum relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

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

The Information Memorandum does not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licenced broker or dealer and a Manager, or any affiliate of such Manager, is a licenced broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Manager or such affiliate on behalf of Credit Suisse Group AG in such jurisdiction.

The Information Memorandum 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 none of Credit Suisse Group AG, the Managers or any person who controls them or any director, officer, employee or agent of it or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Information Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Managers.

The Notes are not intended to be offered, sold or otherwise made available and should not be offered, sold or otherwise made available to retail clients in the European Economic Area, as defined in the rules set out in the Markets in Financial Instruments Directive 2014/65/EU (as amended or replaced from time to time) (“**MiFID II**”). No key information document required by Regulation (EU) No. 1286/2014 has been prepared. Prospective investors are referred to the section headed “Restrictions on marketing and sales to retail investors in the EEA” on page (i) of the Information Memorandum for further information.



Credit Suisse Group AG

(incorporated with limited liability in Switzerland)

CHF 525,000,000 3.000 per cent. Perpetual Tier 1 Contingent Write-down Capital Notes

Issue Price: 100.000 per cent.

The CHF 525,000,000 3.000 per cent. Perpetual Tier 1 Contingent Write-down Capital Notes (the “Notes”) will be issued by Credit Suisse Group AG (the “Issuer” or “CSG”) on September 11, 2019 (the “Issue Date”). Interest on the Notes will accrue from (and including) the Issue Date to (but excluding) the First Optional Redemption Date (as defined in “Terms and Conditions of the Notes—Part B”), at a fixed rate of 3.000 per cent. per annum, and, subject to Condition 6(b), from (and including) the First Optional Redemption Date, at the applicable Reset Rate (as defined in “Terms and Conditions of the Notes—Interest—Fixed Rate Reset Interest”), each payable, subject as provided herein, annually in arrear on November 11 in each year, commencing on November 11, 2019 (short first coupon). Notwithstanding the immediately preceding sentence, if the Calculation Agent at any time determines in its sole discretion that a Mid-Swap Discontinuation Event (as defined in “Terms and Conditions of the Notes—Interest—Definitions”) has occurred, from (and including) the Reset Date relating to the first Reset Determination Date falling on or after the date on which the Calculation Agent has made such determination, interest on the Notes will accrue at the applicable Floating Rate of Interest (as defined in “Terms and Conditions of the Notes—Interest—Floating Rate of Interest”), each payable, subject as provided herein, on November 11, February 11, May 11 and August 11 in each year, as adjusted in accordance with the modified following business day convention. Payments on the Notes will be made without deduction for or on account of taxes of Switzerland to the extent described herein under “Terms and Conditions of the Notes—Taxation”. **Payments of interest will be made at the sole discretion of the Issuer and may be subject to mandatory cancellation, as more particularly described herein under “Terms and Conditions of the Notes—Interest—Cancellation of Interest; Prohibited Interest”. Any interest not paid as foresaid will not accumulate.**

The Notes are perpetual securities and have no fixed or final redemption date. Unless previously redeemed or purchased and cancelled, and provided that no Write-down Event (as defined in “Terms and Conditions of the Notes” (the “Conditions”)) has occurred, the Notes may, subject to the satisfaction of certain conditions described herein and applicable law, be redeemed at the option of the Issuer, on the First Optional Redemption Date (as defined in the Conditions) or on any Interest Payment Date (as defined in the Conditions) thereafter, in whole but not in part, at 100 per cent. of their aggregate principal amount plus accrued but unpaid interest thereon. The Notes are also subject to redemption in whole, but not in part, at the option of the Issuer, upon the occurrence of a Tax Event or upon the occurrence of a Capital Event (each as defined in the Conditions), as more particularly described in “Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase”. The Notes will constitute direct, unsecured and subordinated obligations of the Issuer and shall rank at all times *pari passu* and without any preference among themselves, as more particularly described herein under “Terms and Conditions of the Notes—Status of the Notes” and “Terms and Conditions of the Notes—Subordination of the Notes”.

If a Write-down Event occurs, a Write-down (as defined in the Conditions) shall occur on the relevant Write-down Date (as defined in the Conditions), as more particularly described in “Terms and Conditions of the Notes—Write-down”. In such circumstances, interest on the Notes shall cease to accrue, the full principal amount of each Note will automatically and permanently be written-down to zero, Holders (as defined in the Conditions) will lose their entire investment in the Notes and all rights of any Holder for payment of any accrued but unpaid interest or any other amounts under or in respect of the Notes will become null and void. See “Risk Factors—The likelihood of an occurrence of a write-down of the Notes is material for the purpose of assessing an investment in the Notes. The Notes may be subject to a Write-down and upon the occurrence of such an event Holders will lose the entire amount of their investment in the Notes”. Each Holder and beneficial owner of a Note agrees, by accepting a direct or beneficial interest in such Note, to be bound by and consents to the application of the Write-down.

The Notes are expected to be provisionally admitted to trading on the SIX Swiss Exchange from September 11, 2019. The last trading day is expected to be the second trading day prior to the date on which the Notes are fully redeemed in accordance with the Conditions or the Write-down Date, as applicable. Application will be made to SIX Exchange Regulation AG for listing of the Notes on the SIX Swiss Exchange. This Information Memorandum is an advertisement and not a prospectus for the purposes of Regulation (EU) 2017/1129 (the “Prospectus Regulation”).

The Notes are not intended to be offered, sold or otherwise made available and should not be offered, sold or otherwise made available to retail clients in the European Economic Area (the “EEA”), as defined in the rules set out in the Markets in Financial Instruments Directive 2014/65/EU (as amended or replaced from time to time) (“MiFID II”). No key information document required by Regulation (EU) No. 1286/2014 (as amended, “PRIIPs”) has been prepared. Prospective investors are referred to the section headed “Restrictions on marketing and sales to retail investors in the EEA” on page (i) of this Information Memorandum for further information.

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”). The Notes may not be offered or sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“Regulation S”)), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes are being offered and sold only in “offshore transactions” to non-U.S. persons (as defined in Regulation S) in reliance on Regulation S. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of section 5 of the Securities Act provided by Regulation S. For a description of these and certain further restrictions on offers, sales and transfers of the Notes and distribution of this Information Memorandum, see “Selling Restrictions”.

The Notes will be issued in uncertificated form in denominations of CHF 5,000 and integral multiples of CHF 5,000 in excess thereof as uncertificated securities (*Wertrechte*) in accordance with Article 973c of the Swiss Code of Obligations, which will be created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtbuch*). Such uncertificated securities will then be entered into the main register (*Hauptregister*) of SIX SIS AG and, upon entry of such uncertificated securities into the accounts of one or more participants of SIX SIS AG, will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Minimum Investment Amount: *Notwithstanding the above, it is recommended that any initial investment in the Notes made by or on behalf of an investor, whether made on the Issue Date or any time thereafter, be made in an aggregate principal amount of at least CHF 50,000. Accordingly, each Manager (as defined herein) has represented to and agreed with the Issuer in the Note Purchase Agreement (as defined herein) that the minimum principal amount of Notes that it will allocate to each investor is CHF 50,000. Any person subsequently considering or recommending an initial investment in the Notes is requested to accept and adhere to the foregoing recommended minimum investment amount.*

The Notes are expected upon issue to be rated BB by Fitch Ratings Limited (“Fitch”) and BB- by S&P Global Ratings Europe Limited (“S&P”). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, modification or withdrawal at any time by the assigning rating agency.

An investment in Notes involves certain risks, including the risk that Holders will lose their entire investment in the Notes. For a discussion of certain of the risks that potential investors should carefully consider before deciding to invest in the Notes, see “Risk Factors”.

Sole Bookrunner

Credit Suisse

Co-Lead Managers

Bank Julius Baer & Co. AG
Basler Kantonalbank

Bank J. Safra Sarasin AG
Commerzbank
Zürcher Kantonalbank

Bank Vontobel AG
Raiffeisen Switzerland

Co-Managers

Banque Lombard Odier & Cie SA

Basellandschaftliche Kantonalbank
Luzerner Kantonalbank AG

BNP Paribas (Suisse) SA

The date of this Information Memorandum is September 9, 2019.

This Information Memorandum may only be used for the purposes for which it has been published.

The Issuer accepts responsibility (including for the purposes of the listing rules of the SIX Swiss Exchange and section 4 of Scheme E thereunder) for all information contained in this Information Memorandum. The information contained in this Information Memorandum is, to the best of the Issuer's knowledge, correct and no material facts or circumstances have been omitted herefrom.

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

The managers in relation to the offering (or their affiliates) (together, the "**Managers**") have not verified the information contained herein. Additionally, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Managers as to the accuracy or completeness of the information contained or incorporated in this Information Memorandum or any other information provided by the Issuer in connection with the Notes.

No person is or has been authorised by the Issuer or the Managers to give any information or to make any representation not contained in or not consistent with this Information Memorandum or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Managers.

To the fullest extent permitted by law, the Managers accept no responsibility whatsoever for the contents of this Information Memorandum or for any other statement, made or purported to be made by the Managers or on their behalf in connection with the Issuer or the issue and offering of the Notes. The Managers accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) that they might otherwise have in respect of this Information Memorandum or any such statement.

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

Neither the delivery of this Information Memorandum nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the issue of the Notes is correct as of any time subsequent to the date indicated in the document containing the same. Each Manager expressly does not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor in the Notes of any information coming to its attention.

RESTRICTIONS ON MARKETING AND SALES TO RETAIL INVESTORS IN THE EEA

PRIIPs/Prohibition of sales to EEA retail investors—The Notes 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 EEA. For these purposes, the expression "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 MiFID II; (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 MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by PRIIPs for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under PRIIPs.

MiFID II product governance – A distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes and determining appropriate distribution channels.

FURTHER RESTRICTIONS ON MARKETING AND SALES

EACH PURCHASER OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS THE NOTES OR POSSESSES OR DISTRIBUTES THIS INFORMATION MEMORANDUM AND MUST OBTAIN ANY CONSENT, APPROVAL, OR PERMISSION REQUIRED BY IT FOR THE PURCHASE, OFFER OR SALE BY IT OF THE NOTES 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 THE ISSUER AND THE MANAGERS SHALL NOT HAVE ANY RESPONSIBILITY THEREFOR.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. The Notes have not been and will not be registered under the Securities Act, or any applicable U.S. state securities laws 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 the registration requirements of the Securities Act. The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the “SEC”), any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or the adequacy of this Information Memorandum. Any representation to the contrary is a criminal offence under the laws of the United States.

Minimum Investment Amount: The Notes will be issued in denominations of CHF 5,000 and integral multiples thereof. However, it is recommended that any initial investment in the Notes made by or on behalf of an investor, whether made on the Issue Date or any time thereafter, be made in an aggregate principal amount of at least CHF 50,000. Accordingly, each Manager has represented to and agreed with the Issuer in the Note Purchase Agreement that the minimum principal amount of Notes that it will allocate to each investor is CHF 50,000.

Any person subsequently considering or recommending an initial investment in the Notes is requested to accept and adhere to the foregoing recommended minimum investment amount.

For further restrictions refer to “*Selling Restrictions*”.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

Any dispute that might arise under the Notes shall fall within the exclusive jurisdiction of the Courts of Zurich, Switzerland. Furthermore, the Issuer is a corporation organised under the laws of Switzerland. Most of the officers and directors named herein reside outside the United States and all or a substantial portion of the assets of the Issuer and of such officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process outside Switzerland upon the Issuer or such persons, or to enforce judgments against them obtained in courts outside Switzerland predicated upon civil liabilities of the Issuer or such directors and officers under laws other than Swiss law, including any judgment predicated upon United States federal securities laws.

WARNING

This Information Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make an offer or solicitation in such jurisdiction. The distribution of this Information Memorandum and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor the Managers represent that this Information Memorandum may be lawfully distributed, or that any Notes 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 or the Managers that is intended to permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required other than Switzerland. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum 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 Information Memorandum or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Information Memorandum and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Information Memorandum and the offer or sale of Notes in the United States, the EEA, the United Kingdom and Italy, see “*Selling Restrictions*”.

All references in this document to “**U.S. dollars**” and “**USD**” refer to United States dollars and to “**CHF**” refer to Swiss francs. In addition, all references 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.

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SUMMARY

This summary must be read as an introduction to this Information Memorandum and any decision to invest in the Notes should be based on a consideration of this Information Memorandum as a whole, including the documents incorporated herein by reference.

Words and expressions defined in the Conditions shall have the same meanings when used in this summary.

Issuer	Credit Suisse Group AG. Credit Suisse Group AG (together with its consolidated subsidiaries, the “ Group ”) is a global financial services company domiciled in Switzerland.
Notes	CHF 525,000,000 3.000 per cent. Perpetual Tier 1 Contingent Write-down Capital Notes.
Risk Factors	There are certain factors that may affect the Issuer’s ability to fulfil its obligations under the Notes. Certain of these factors are set out under “ <i>Risk Factors</i> ” below and include liquidity risks, market risks, credit risks, country and currency exchange risks, operational risks, legal and regulatory risks and competition risks, among others. In addition, there are certain factors that are material for the purpose of assessing the risks associated with the Notes. These include the fact that the Notes may not be a suitable investment for all investors, certain risks relating to the structure of the Notes including that they are subject to a Write-down upon the occurrence of a Write-down Event, which will result in Holders’ loss of their entire investment in the Notes, risks relating to a Reset Rate or a Floating Rate of Interest, as the case may be, being based on or determined by reference to, as applicable, the daily Swiss Average Rate Overnight, which is a relatively new market index, and certain market risks.
Sole Bookrunner	Credit Suisse AG.
Co-Lead Managers	Bank Julius Baer & Co. AG, Bank J. Safra Sarasin AG, Bank Vontobel AG, Basler Kantonalbank, Commerzbank AG, Raiffeisen Switzerland Cooperative and Zürcher Kantonalbank.
Co-Managers	Banque Lombard Odier & Cie SA, Basellandschaftliche Kantonalbank, BNP Paribas (Suisse) SA and Luzerner Kantonalbank AG.
Principal Paying Agent and Calculation Agent	Credit Suisse AG.
Listing Agent	Credit Suisse AG.
Replacement Rate Agent	Unless the Issuer has elected to redeem the Notes in accordance with Condition 8 and provided that no Write-down Event has occurred, the Issuer will appoint a Replacement Rate Agent on or prior to the first Zurich Banking Day (a) with respect to which SARON is to be determined pursuant to subclause (iii)(B) of the definition of SARON in Condition 6(b) and (b) for which the SNB Policy Rate has not been published thereon. The Issuer will notify the Holders prior to any such appointment in accordance with Condition 17. The Issuer may appoint an affiliate of the Issuer or any

	<p>other person as Replacement Rate Agent, so long as such affiliate or other person is a leading bank or financial institution that is experienced in the calculations or determinations to be made by the Replacement Rate Agent.</p>
Currency	Swiss francs.
Maturity Date	The Notes are perpetual securities and have no fixed or final redemption date. Unless previously redeemed or purchased and cancelled, and provided that no Write-down Event has occurred and subject to the satisfaction of certain conditions described herein and applicable law, the Notes may be redeemed at the option of the Issuer on the First Optional Redemption Date or on any Interest Payment Date thereafter, in whole but not in part, at 100 per cent. of their aggregate principal amount plus accrued but unpaid interest thereon.
Issue Price	100.000 per cent.
Form of Notes	The Notes will be issued as uncertificated securities (<i>Wertrechte</i>) in accordance with Article 973c of the Swiss Code of Obligations, which will be created by the Issuer by means of a registration in its register of uncertificated securities (<i>Wertrechtbuch</i>). Such uncertificated securities will then be entered into the main register (<i>Hauptregister</i>) of SIX SIS AG or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIX SIS AG or any such other intermediary, the “ Intermediary ”). Once such uncertificated securities are registered in the main register (<i>Hauptregister</i>) of the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (<i>Bucheffekten</i>) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (<i>Bucheffektengesetz</i>).
Denominations	CHF 5,000 and integral multiples of CHF 5,000 in excess thereof.
Interest and Interest Payment Dates	The Notes will bear interest from (and including) the Issue Date to (but excluding) the First Optional Redemption Date, at a fixed rate of 3.000 per cent. per annum, and, subject to Condition 6(b), from (and including) the First Optional Redemption Date, at the applicable Reset Rate, each payable, subject as provided herein, annually in arrear on November 11 in each year, commencing on November 11, 2019 (short first coupon). Notwithstanding the immediately preceding sentence, if the Calculation Agent at any time determines in its sole discretion that a Mid-Swap Discontinuation Event has occurred, from (and including) the Floating Rate Commencement Date (i.e., the Reset Date relating to the first Reset Determination Date falling on or after the date on which the Calculation Agent has made such determination), the Notes will bear interest at the applicable Floating Rate of Interest, each payable, subject as provided herein, on November 11, February 11, May 11 and August 11 in each year, as adjusted in accordance with the Business Day Convention.
Discretionary Interest Payments	Payments of interest will be made at the sole discretion of the Issuer and will be subject to mandatory cancellation if CSG does not have sufficient distributable profits, does not satisfy minimum regulatory capital adequacy

requirements or the Regulator prohibits such payment, as more particularly described in “*Terms and Conditions of the Notes—Interest—Cancellation of Interest; Prohibited Interest*”.

The cancellation or non-payment of interest shall not constitute a default for any purpose. Any interest not paid on any relevant Interest Payment Date shall not accumulate or be payable at any time thereafter, and Holders shall have no right thereto.

Status of the Notes

The Notes will constitute direct, unsecured and subordinated obligations of the Issuer and will rank *pari passu* and without any preference among themselves. The rights and claims of Holders are subordinated as described in “*Terms and Conditions of the Notes—Subordination of the Notes*”.

In the event of an order being made, or an effective resolution being passed, for the liquidation or winding-up of the Issuer, subject to certain exceptions as described herein under “*Terms and Conditions of the Notes—Subordination of the Notes—Subordination*”, the claims of Holders against the Issuer in respect of or arising under (including, without limitation, any damages awarded for breach of any obligation under) the Notes shall rank (i) junior to all claims of Priority Creditors, (ii) *pari passu* with Parity Obligations and (iii) senior to the rights and claims of all holders of Junior Capital.

“**Junior Capital**” means (i) all classes of paid-in capital in relation to shares (and participation certificates, if any) of the Issuer and (ii) all other obligations of the Issuer that rank, or are expressed to rank, junior to claims in respect of the Notes and/or any Parity Obligation;

“**Parity Obligations**” means (i) all obligations of the Issuer in respect of CSG Tier 1 Instruments (excluding any such obligations that rank, or are expressed to rank, junior to claims in respect of the Notes) and (ii) any other securities or obligations (including any guarantee, credit support agreement or similar undertaking) of the Issuer that rank, or are expressed to rank, *pari passu* with the obligations of the Issuer under the Notes and/or any other Parity Obligation; and

“**Priority Creditors**” means creditors of the Issuer whose claims are in respect of debt and other obligations (including those in respect of bonds, notes, debentures and guarantees) that are unsubordinated, or that are subordinated (including, but not limited to, CSG Tier 2 Instruments) and that do not, or are not expressly stated to, rank *pari passu* with, or junior to, the obligations of the Issuer under the Notes and/or any Parity Obligation.

Redemption, Substitution or Variation

Unless previously redeemed or purchased and cancelled, and provided that a Write-down Event has not occurred on or prior to the applicable date of notice or date fixed for redemption and subject to certain conditions as described herein under “*Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase*”, the Notes will be redeemable at the option of the Issuer, in whole but not in part, upon giving not less than 15 nor more than 60 days’ notice to Holders notifying the date fixed for redemption, in the following circumstances:

- (i) at 100 per cent. of their aggregate principal amount plus accrued but unpaid interest thereon, on the First Optional Redemption Date or on any Interest Payment Date thereafter;
- (ii) at 100 per cent. of their aggregate principal amount plus accrued but unpaid interest thereon, if a Tax Event occurs; or
- (iii) at 100 per cent. of their aggregate principal amount plus accrued but unpaid interest thereon, if a Capital Event occurs.

If a Tax Event or a Capital Event has occurred and is continuing, the Issuer may, subject to certain conditions as described herein under “*Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase*”, at its option and without any requirement for the consent or approval of Holders (unless required by the mandatory provisions of Swiss law), either substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that the Notes remain or, as appropriate, become, Compliant Securities (and provided such Tax Event or, as the case may be, Capital Event, no longer continues following, and no other Tax Event or Capital Event arises as a result of, such substitution or variation), as more particularly described in “*Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase*”.

A “**Tax Event**” will be deemed to have occurred if in making any payments on the Notes, the Issuer has paid or will or would on the next payment date be required to pay Additional Amounts or has paid, or will or would be required to pay, any additional tax in respect of the Notes, as more fully described under “*Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase*”.

A “**Capital Event**” will be deemed to have occurred if a change in National Regulations and/or BIS Regulations occurs on or after the Issue Date having the effect that the entire principal amount of Notes ceases to be eligible to be both (i) treated as Additional Tier 1 Capital under BIS Regulations and (ii) counted towards the Going Concern Requirement.

Write-down

Following the occurrence of a Write-down Event, a Write-down will occur and the full principal amount of the Notes will automatically and permanently be written-down to zero on the Write-down Date.

A Write-down will result in the full principal amount of the Notes being automatically and permanently written-down to zero and all rights of Holders for payment of any accrued but unpaid interest or any other amounts under or in respect of the Notes (including, without limitation, any amounts arising as a result of, or due and payable upon the occurrence of, an Event of Default) becoming null and void, irrespective of whether such amounts became due and payable prior to the occurrence of the Write-down Event, the date of the Write-down Notice or the Write-down Date. As a result, Holders will lose their entire investment in the Notes.

A “**Write-down Event**” means either a Contingency Event or a Viability Event.

A “**Contingency Event**” will occur if CSG (or any Substitute Issuer) gives Holders a Contingency Event Notice.

CSG (or any Substitute Issuer) is required to give Holders a Contingency Event Notice (within the required notice period) if as at any Reporting Date, the CET1 Ratio contained in the relevant Financial Report is below 7.00 per cent.

Notwithstanding the above, if the Regulator (being, at the Issue Date, the Swiss Financial Market Supervisory Authority FINMA), at the request of CSG, has agreed on or prior to the publication of the relevant Financial Report that a Write-down shall not occur because it is satisfied that actions, circumstances or events have had, or imminently will have, the effect of restoring the CET1 Ratio to a level above 7.00 per cent. that the Regulator and CSG deem, in their absolute discretion, to be adequate at such time, CSG (or any Substitute Issuer) will not be required to give Holders a Contingency Event Notice and no Contingency Event in relation thereto shall be deemed to have occurred.

Subject to the above, CSG (or any Substitute Issuer) is required to give Holders a Contingency Event Notice no later than the fifth Business Day after the date of publication of the relevant Financial Report.

A “**Viability Event**” will occur if prior to a Statutory Loss Absorption Date (if any) either:

- (a) the Regulator has notified CSG that it has determined that a write-down of the Notes, together with the conversion or write-down/off of holders’ claims in respect of any and all other Going Concern Capital Instruments, Tier 1 Instruments and Tier 2 Instruments that, pursuant to their terms or by operation of law, are capable of being converted into equity or written down/off at that time is, because customary measures to improve CSG’s capital adequacy are at the time inadequate or unfeasible, an essential requirement to prevent CSG from becoming insolvent, bankrupt or unable to pay a material part of its debts as they fall due, or from ceasing to carry on its business; or
- (b) customary measures to improve CSG’s capital adequacy being at the time inadequate or unfeasible, CSG has received an irrevocable commitment of extraordinary support from the Public Sector (beyond customary transactions and arrangements in the ordinary course) that has, or imminently will have, the effect of improving CSG’s capital adequacy and without which, in the determination of the Regulator, CSG would have become insolvent, bankrupt, unable to pay a material part of its debts as they fall due or unable to carry on its business.

Following the occurrence of a Viability Event, CSG (or any Substitute Issuer) is required to give notice to Holders no later than three Business Days after the occurrence thereof.

See “*Terms and Conditions of the Notes—Write-down*” for more information.

Each Holder agrees, by accepting an interest in such Note, to be bound by and consents to the application of the Write-down.

Taxation	The Issuer will pay such Additional Amounts as may be necessary in order that the net payment received by each Holder in respect of the Notes, after withholding for any taxes imposed on the Issuer by tax authorities in Switzerland (or in any political subdivision thereof or therein having power to tax) upon payments made by or on behalf of the Issuer under the Notes, will equal the amount that would have been received in the absence of any such withholding taxes, save in certain limited circumstances as more particularly set out in “ <i>Terms and Conditions of the Notes—Taxation</i> ”.
Events of Default	It will be an Event of Default if payment is not made for a period of 10 days or more in the case of principal due in respect of the Notes or 30 days or more in the case of interest due in respect of the Notes or certain measures are taken under Swiss bankruptcy, insolvency or other similar law with respect to the Issuer as more particularly described in “ <i>Terms and Conditions of the Notes—Events of Default</i> ”. Holders have limited enforcement remedies, as more particularly described in “ <i>Terms and Conditions of the Notes—Events of Default</i> ”.
Enforcement	Upon an Event of Default in respect of the Notes, Holders will have only limited enforcement remedies in the case of enforcing payment of sums due. Following an Event of Default and non payment of the relevant sums due within a statutory period following the issue of a writ of payment as required by Swiss insolvency laws, Holders may only institute proceedings against CSG in Switzerland (but not elsewhere) to enforce their rights under Swiss insolvency laws.
Issuer Substitution	The Issuer may at any time, at the discretion of the Issuer and without any requirement for the further consent of Holders, be substituted as Issuer by another entity, provided certain conditions (including the giving by CSG of a subordinated guarantee) are satisfied, as more particularly described in “ <i>Terms and Conditions of the Notes—Meetings of Holders, Modification and Substitution—Issuer Substitution</i> ”.
Use of Proceeds	The net proceeds from the Notes, amounting to CHF 517,125,000, will be used by the Issuer for its general corporate purposes, which could include investments in its subsidiaries.
Expected Rating	The Notes are expected upon issue to be rated BB by Fitch and BB- by S&P. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, modification or withdrawal at any time by the assigning rating agency.
Listing and Admission to Trading	Application will be made to SIX Exchange Regulation AG for listing of the Notes on the SIX Swiss Exchange. The Notes are expected to be provisionally admitted to trading on the SIX Swiss Exchange from September 11, 2019. The last trading day for the Notes is expected to be the second trading day prior to the date on which the Notes are fully redeemed in accordance with the Conditions or the Write-down Date, as applicable.
Clearing Systems	The Notes shall be accepted for clearing through the systems operated by SIX SIS AG, Euroclear, Clearstream, Luxembourg or any other clearing system,

and Holders will have to rely on their procedures for transfers of, and payments on, the Notes and communications with the Issuer.

Governing Law/Jurisdiction

Swiss law/City of Zurich, Switzerland.

Selling Restrictions

The Notes are subject to restrictions on their offering, sale, delivery and transfer both generally and specifically in the United States, the EEA, the United Kingdom and Italy. These restrictions are described under “*Selling Restrictions*”.

Minimum Investment Amount

The Notes will be issued in denominations of CHF 5,000 and integral multiples thereof. However, it is recommended that any initial investment in the Notes made by or on behalf of an investor, whether made on the Issue Date or any time thereafter, be made in an aggregate principal amount of at least CHF 50,000. Accordingly, each Manager has represented to and agreed with the Issuer in the Note Purchase Agreement that the minimum principal amount of Notes that it will allocate to each investor is CHF 50,000.

Any person subsequently considering or recommending an initial investment in the Notes is requested to accept and adhere to the foregoing recommended minimum investment amount.

Regulation S

Offers and sales in accordance with Regulation S will be permitted, subject to compliance with all relevant, legal and regulatory requirements of the United States.

Security Codes

ISIN: CH0494734384

Common Code: 205040340

Swiss Security Number: 49'473'438

RISK FACTORS

Investing in the Notes involves risk, including the risk of loss of a holder's entire investment in the Notes. Investors should reach their own investment decision with regard to the Notes only after consultation with their own financial and legal advisers about risks associated with an investment in the Notes and the suitability of investing in the Notes in light of their particular circumstances.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under, and may affect the likelihood of an occurrence of a write-down of, the Notes.

In addition, certain factors that are material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes or a Write-down Event triggering a Write-down may occur for other reasons that may not be considered significant risks by the Issuer based on information currently available to it or that it may not currently anticipate. Prospective investors should give careful consideration to the following risk factors in evaluating the merits and suitability of an investment in the Notes. The information is not intended to be an exhaustive list of all potential risks associated with an investment in the Notes. Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision.

Capitalised terms used in this section but not defined herein shall have the meanings assigned to them in the Conditions or elsewhere in this Information Memorandum.

Factors that are material for the purpose of assessing an investment in the Notes

The likelihood of an occurrence of a Write-down is material for the purpose of assessing an investment in the Notes. The Notes may be subject to a Write-down and upon the occurrence of such an event Holders will lose the entire amount of their investment in the Notes.

Upon the occurrence of a Write-down Event, a Write-down will occur and the full principal amount of the Notes will be automatically and permanently written-down to zero. As a result, Holders will lose the entire amount of their investment in the Notes. On the Write-down Date, (i) the full principal amount of, and any accrued interest on, the Notes will be written-down to zero, (ii) the Holders will be deemed to have irrevocably waived their rights to, and will no longer have any rights against the Issuer with respect to, repayment of the aggregate principal amount of the Notes, and the Holders will be deemed to have agreed to the foregoing, (iii) all rights of any Holder for payment of any accrued but unpaid interest or any other amounts under or in respect of the Notes (including, without limitation, any amounts arising as a result of, or due and payable upon the occurrence of, an Event of Default) will become null and void, irrespective of whether such amounts have become due and payable prior to the occurrence of the Write-down Event, the date of the Write-down Notice or the Write-down Date, and (iv) the Notes will be permanently cancelled.

Furthermore, any Write-down will be irrevocable and, upon the occurrence of a Write-down, Holders will not (i) receive any shares or other participation rights in CSG or be entitled to any other participation in the upside potential of any equity or debt securities issued by CSG or any other member of the Group, or (ii) be entitled to any write-up or any other compensation in the event of a potential recovery of CSG or any other member of the Group or any subsequent change in the CET1 Ratio or financial condition thereof. The Write-down may occur even if existing preference shares, participation certificates, if any, and ordinary shares of CSG remain outstanding.

A Write-down Event will occur if, at any time while the Notes are outstanding, a Contingency Event or Viability Event occurs.

A Contingency Event will occur if the Issuer or, following any substitution under Condition 13(c), the Substitute Issuer or CSG gives Holders a Contingency Event Notice. A Contingency Event Notice shall be required to be given if the CET1 Ratio, calculated as of any Reporting Date, falls below 7.00 per cent., unless the Regulator, at the request of CSG, agrees that a Write-down should not occur – for more information, see “*Terms and Conditions of the Notes—Write-down*”.

A Viability Event will occur if, prior to a Statutory Loss Absorption Date (if any), the Regulator makes the determination that the circumstances described in paragraph (A) or paragraph (B) of the definition of “Viability Event” has occurred – for more information, see “*Terms and Conditions of the Notes—Write-down*”. Any such event could occur before formal insolvency proceedings would be commenced in respect of CSG.

Investors should understand that the determination of whether a Write-down Event has occurred will be made on the basis of the CET1 Ratio calculated by CSG with respect to the Group and other circumstances relating to CSG. For more information on CSG, see “*Credit Suisse Group AG*” below, and for more information on the possibility of the Swiss Financial Market Supervisory Authority FINMA (“**FINMA**”) having increased authority in case of resolution proceedings involving banks, and bank holding companies in Switzerland, see “*Risk Factors—Legal and regulatory risks—Regulatory changes may adversely affect the Group’s business and ability to execute its strategic plans*”.

Investors should note that, as at the date hereof, the agreed-upon procedures referred to in the definition of Interim Capital Report in Condition 18 will be provided solely for the exclusive use of FINMA and cannot be relied upon by any person other than FINMA without the written consent of the Auditor.

Each Holder and beneficial owner of a Note agrees, by accepting a direct or beneficial interest in such Note, to be bound by and consents to the application of the Write-down.

The circumstances triggering a Write-down are unpredictable. Future regulatory or accounting changes to the calculation of the CET1 Amount and/or RWA Amount may negatively affect the CET1 Ratio and thus increase the risk of a Contingency Event, which will lead to a Write-down, as a result of which Holders will lose the entire amount of their investment in the Notes.

The occurrence of a Contingency Event or Viability Event is inherently unpredictable and depends on a number of factors, many of which are outside of the Issuer’s control.

The occurrence of a Contingency Event depends, in part, on the calculation of the CET1 Ratio, which can be affected, among other things, by the growth of CSG’s business and its future earnings; expected dividend payments by CSG; regulatory changes (including possible changes in regulatory capital definitions and calculations) and CSG’s ability to mitigate risk weighted assets (“**RWA**”) in exit businesses, structured products, emerging markets and derivatives. The calculation may also be affected by changes in applicable accounting rules, or by changes to regulatory adjustments modifying the regulatory capital impact of accounting rules. Moreover, even if changes in applicable accounting rules or the related changes to regulatory adjustments are not applicable as of the relevant calculation date, the Regulator could require CSG to reflect such changes in any particular calculation of the CET1 Ratio. Those accounting changes or regulatory changes may have a material adverse impact on the calculation of the CET1 Amount and RWA Amount used to calculate the CET1 Ratio. Moreover, pursuant to the Ordinance concerning Capital Adequacy and Risk Diversification for Banks and Securities Dealers dated 1 June 2012, as amended (the “**Capital Adequacy Ordinance**”), CSG is permitted, insofar as its Going Concern Requirement is met, and in line with international requirements, to allocate capital, including Common Equity Tier 1 Capital, to gone concern capital (see “*Information Regarding the CET1 Ratio and Swiss Capital Ratios—Regulatory Framework—Swiss Requirements*” for more information on gone

concern capital and the gone concern requirement under the Capital Adequacy Ordinance). If it were to choose to do so, any such Common Equity Tier 1 Capital would no longer be included in the CET1 Ratio and the CET1 Ratio would be reduced accordingly. Any such re-allocation could make the occurrence of a Contingency Event more likely and would not be subject to any approval or consent by Holders or any beneficial owner of a Note. Furthermore, although CSG reports the CET1 Ratio only as of each quarterly period end, the Regulator as part of its supervisory activity may instruct CSG to calculate the CET1 Ratio as of any date during such periods. The CET1 Ratio and other capital metrics fluctuate during any reporting period in the ordinary course of business. A Contingency Event could, therefore, occur at any time if the CET1 Ratio as of any such date is below 7.00 per cent. For additional information on CSG's capital ratios and the relevant regulatory framework including expected effects of the phase-in requirements on the calculation of the CET1 Ratio, see "*Information Regarding the CET1 Ratio and Swiss Capital Ratios*" below.

Furthermore, regulatory changes that may occur that affect the basis of CSG's calculation of the CET1 Ratio subsequent to the date of this Information Memorandum may individually or in the aggregate negatively affect the CET1 Ratio and thus increase the risk of a Write-down, as a result of which Holders will lose the entire amount of their investment in the Notes and have no further rights against the Issuer with respect to the repayment of the principal amount of, or the payment of interest on, the Notes.

The occurrence of a Viability Event, and a Write-down resulting therefrom, is subject to, *inter alia*, a subjective determination by the Regulator as more particularly described below and in "*Terms and Conditions of the Notes—Write-down—Write-down Event—Viability Event*". As a result, the Regulator may require and/or the federal government may take actions contributing to the occurrence of a Write-down in circumstances that are beyond the control of CSG and with which CSG does not agree.

The Regulator may notify CSG that it has determined that a write-down of the Notes, together with the conversion or write-down/off of holders' claims in respect of any and all other Going Concern Capital Instruments, Tier 1 Instruments and Tier 2 Instruments that, pursuant to their terms or by operation of law, are capable of being converted into equity or written-down/off at that time, is, because customary measures to improve CSG's capital adequacy are at the time inadequate or unfeasible, an essential requirement to prevent CSG from becoming insolvent, bankrupt or unable to pay a material part of its debts as they fall due, or from ceasing to carry on its business. Additionally, if measures to improve CSG's capital adequacy are at the time inadequate or unfeasible and if CSG has received an irrevocable commitment of extraordinary support from the federal or central government or central bank in CSG's country of incorporation (beyond customary transactions and arrangements in the ordinary course) that has, or imminently will have, the effect of improving CSG's capital adequacy, the Regulator may determine that, without such irrevocable commitment, CSG would have become insolvent, bankrupt, unable to pay a material part of its debts as they fall due or unable to carry on its business. Such a notification or determination by the Regulator will constitute a Viability Event.

Because of the inherent uncertainty regarding the determination as to whether a Contingency Event or a Viability Event has occurred, it will be difficult to predict when, if at all, a Write-down will occur. Accordingly, trading behaviour in respect of the Notes is not necessarily expected to follow trading behaviour associated with other types of securities. Any indication that CSG is trending towards a condition that could trigger a Contingency Event or a Viability Event can be expected to have a material adverse effect on the market price of the Notes.

Payments of interest will be discretionary and cancellation of interest will be mandatory in certain circumstances.

Payment of interest on any Interest Payment Date will be at the discretion of the Issuer. The Issuer may elect not to pay interest, in whole or in part, on any Interest Payment Date. The Issuer may make such election for any reason. The Issuer will be obliged to cancel interest payments if CSG does not have sufficiently

distributable profits, does not satisfy minimum regulatory capital adequacy requirements or the Regulator prohibits such payment, as more particularly described in “*Terms and Conditions of the Notes—Interest—Cancellation of Interest; Prohibited Interest*”.

Any interest that is not paid on the applicable Interest Payment Date shall not accumulate or be payable at any time thereafter and Holders shall have no right thereto. Thus, any interest not paid as a result of any of the above described reasons will be lost and the Issuer will have no obligation to make payment of such interest or to pay interest thereon.

Furthermore, if the Issuer is prohibited from making interest payments or exercises its discretion not to pay interest on any Interest Payment Date, the Issuer will not be restricted from making distributions or any other payments to the holders of any securities ranking *pari passu* with the Notes.

Other regulatory capital instruments may not be subject to conversion into equity or a write-down.

The terms and conditions of other regulatory capital instruments already in issue or to be issued after the date hereof by CSG or any of its Subsidiaries may vary and accordingly such instruments may not convert into equity or be written-down at the same time, or to the same extent, as the Notes, or at all.

The Notes are a novel form of security and may not be a suitable investment for all investors.

The Notes are a novel form of security. As a result, an investment in the Notes will involve increased risks. Each potential investor in the Notes must determine the suitability of such investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Information Memorandum;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understand thoroughly the terms of the Notes, such as the provisions governing a Contingency Event, particularly the calculation of CSG’s capital ratios (including the CET1 Ratio, the CET1 Amount and the RWA Amount), or a Viability Event, and be familiar with the behaviour of any relevant financial markets and their potential impact on the likelihood of a Write-down Event occurring; and
- (v) 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 its investment, a Write-down, and its ability to bear the applicable risks.

The Notes are novel and complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Notes unless it has the knowledge and expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the likelihood of a Write-down, and the impact this investment will have on the potential investor’s overall investment portfolio. 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 Information Memorandum or incorporated by reference herein.

The Issuer may, in its sole discretion, elect to redeem the Notes on the First Optional Redemption Date or on any Interest Payment Date thereafter or upon the occurrence of certain events.

The Notes may be redeemed, subject to the conditions described under “*Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase*” (including the approval of the Regulator, which is subject to, among others, the remaining regulatory capital following such redemption still satisfying the Swiss requirements or the issuance of a sufficient amount of regulatory capital that is at least equivalent to the regulatory capital being redeemed), in the Issuer’s sole discretion, in whole but not in part, at 100 per cent. of their aggregate principal amount, together with accrued but unpaid interest, on the First Optional Redemption Date or on any Interest Payment Date thereafter, or at any time upon the occurrence of a Tax Event or a Capital Event. The Notes may not be repurchased or redeemed by CSG at the option of the Holder.

CSG may be expected to exercise its right to redeem all or part of the Notes when its cost of alternative borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider whether and how to reinvest the proceeds of such redemption in light of other investments available at that time. There can be no assurance that Holders will be able to reinvest the redemption proceeds at a rate that will provide the same rate of return as their investment in the Notes.

In addition, the redemption feature of the Notes is likely to affect their market value. During any period when the Issuer has the right to elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed.

There is no requirement to redeem the Notes or any other capital instruments of the Group on a *pro rata* basis upon the occurrence of any event giving the Issuer the right to redeem the Notes. Also, upon the occurrence of any event giving the Issuer the right to redeem the Notes, the Issuer or any other member of the Group, as applicable, may, instead of redeeming the Notes, choose to redeem other outstanding capital instruments if the terms of those capital instruments so provide, leaving Holders subject to the risk of a Write-down while other investors are redeemed at par or other advantageous prices.

For further information, please see “*Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase*”.

The Notes have a Reset Rate based on the Mid-Swap Rate. If the Mid-Swap Rate is unavailable or discontinued, this may adversely affect the value of and return on the Notes.

The Reset Rate for each Reset Period will be determined by the Calculation Agent on the basis of the annual swap rate for swap transactions in Swiss francs appearing on the Relevant Reset Screen Page at the Specified Time on the related Reset Determination Date, as more particularly described in the definition of “Mid-Swap Rate” set out in Condition 6(a). However, if such rate does not (for whatever reason) so appear at the Specified Time on the Reset Determination Date for any Reset Period, the Mid-Swap Rate applicable to such Reset Period will be determined by the Calculation Agent by averaging quotes obtained from reference banks, if available, or, if no such quotes are available, by reference to the Mid-Swap Rate determined as at the last preceding Reset Determination Date (or, in the case of the first Reset Period, will be equal to the Initial Fall-Back Mid-Swap Rate).

Furthermore, if the Calculation Agent has determined at any time that the Floating Leg Reference Rate appearing on the Relevant Reset Screen Page for purposes of determining the Mid-Swap Rate has been discontinued (a “**Mid-Swap Discontinuation Event**”), the interest rate on the Notes will permanently convert to a floating rate from (and including) the Reset Date relating to the first Reset Determination Date falling on

or after such determination by the Calculation Agent (such Reset Date, the “**Floating Rate Commencement Date**”). Such floating rate of interest will be reset quarterly and be determined by the Calculation Agent shortly before the end of each interest period by reference to SARON Compounded for such interest period. SARON Compounded for each interest period will be based on the daily Swiss Average Rate Overnight during the related observation period, as more particularly described in the definition of “SARON Compounded” set out in Condition 6(b). Moreover, if a Mid-Swap Discontinuation Event has occurred, there can be no assurance that the Swiss Average Rate Overnight on which SARON Compounded is based will be available for purposes of determining the interest rate applicable to the Notes for any interest period commencing on or after the Floating Rate Commencement Date. In such case, for purposes of determining SARON Compounded, the Calculation Agent will be required to use the alternative methods described in clauses (B) and (C) of the definition of “SARON” set out in Condition 6(b), which include using a replacement rate recommended by a Recommending Body, using the SNB Policy Rate or, if the Replacement Rate Agent has determined a replacement rate pursuant to Condition 6(b)(vi), using such replacement rate. These provisions may result in the use of a reference rate that is not the same as the Swiss Average Rate Overnight for the calculation of the interest rate on the Notes for the remainder of the term of the Notes and such rate may have different characteristics from the rate that the Swiss Average Rate Overnight as at the Issue Date. Furthermore, any exercise by the Calculation Agent or the Replacement Rate Agent of the discretion described in Condition 6(b) could adversely affect the market price for the Notes. In addition, the Calculation Agent is an affiliate of the Issuer and the Issuer may appoint one of its affiliates as Replacement Rate Agent. Consequently, any exercise of such discretion may present the Issuer or such affiliate with a conflict of interest.

Any of the alternative methods for determining the interest rate on the Notes described above may result in interest payments that are lower than or that do not otherwise correlate over time with the payments of interest that would have been made on the Notes if the rate that should appear on the Relevant Reset Screen Page for purposes of determining the Mid-Swap Rate had appeared on the Relevant Reset Screen Page at the relevant time. Any of the foregoing may have an adverse effect on the value of the Notes.

The market continues to develop in relation to the use of the Swiss Average Rate Overnight (SARON) as a reference rate.

The Mid-Swap Rate applicable to each Reset Period and, should the interest rate on the Notes convert to a floating rate following a Mid-Swap Discontinuation Event, the Floating Rate of Interest applicable to each Floating Rate Interest Period will be based on or determined by reference to, as applicable, the daily Swiss Average Rate Overnight (for purposes of this risk factor, “**SARON**”), which is published by the SIX Swiss Exchange and represents the overnight interest rate of the secured money market for Swiss francs. In view of the high likelihood that the London Interbank Offered Rate (“**LIBOR**”) will be discontinued after 2021, the National Working Group on Swiss Franc Reference Rates has recommended SARON as the alternative to CHF LIBOR. For further information regarding the expected discontinuation of LIBOR, see “*Risk Factors—The Group’s liquidity could be impaired if it were unable to access the capital markets, sell its assets, its liquidity costs increase or as a result of uncertainties regarding the possible discontinuation of benchmark rates.*”

Holders should be aware that the market continues to develop in relation to SARON as a reference rate in the lending and capital markets and its adoption as an alternative to CHF LIBOR. The market or a significant part thereof may adopt an application of SARON as a reference rate that differs significantly from that set out in the Conditions and used in relation to Notes. The development of SARON as a reference rate, as well as continued development of SARON-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

In addition, should the interest rate on the Notes convert to a floating rate following a Mid-Swap Discontinuation Event, the Floating Rate of Interest will be determined on the basis of SARON Compounded,

which means that the Floating Rate of Interest applicable to each Floating Rate Interest Period will only be capable of being determined shortly before the end of the relevant Floating Rate Interest Period. In such case, it may be difficult for investors in Notes to estimate reliably the amount of interest which will be payable on the Notes on each Interest Payment Date following the Floating Rate Commencement Date, and some investors may be unable or unwilling to trade the Notes without changes to their information technology systems, both of which could adversely impact the liquidity of the Notes. Further, if the Notes become due and payable after the First Floating Rate Commencement Date on a date other than an Interest Payment Date (whether as a result of an event of default under Condition 12 (*Events of Default*) or redemption or otherwise), the Floating Rate of Interest applicable to the final Floating Rate Interest Period will only be determined based on SARON for each Zurich Banking Day during the related Observation Period to the date on which the Notes become due and payable, rather than for the entire Observation Period.

In addition, the manner of adoption or application of SARON reference rates in the debt capital markets may differ materially when compared with the application and adoption of SARON in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SARON reference rates across these markets may impact any hedging or other financial arrangements, if any, which they may put in place in connection the Notes.

Since SARON is a relatively new market index, even though the rate of interest on the Notes will reset for the first time on the First Optional Redemption Date, the Notes may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SARON, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such debt securities may be lower than those of later issued indexed debt securities as a result. Further, if SARON does not prove to be widely used in securities like the Notes, the trading price of the Notes may be lower than those of debt securities linked to indices that are more widely used. Investors in Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that SARON will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes. If the manner in which SARON is calculated is changed, that change may result in a reduction of the amount of interest payable on the Notes and the trading prices of the Notes.

The Notes will be subject to the provisions of the laws of Switzerland, which may change and have a material adverse effect on the terms and market value of the Notes.

The Conditions of the Notes will be based on Swiss law. No assurance can be given as to the impact of any possible judicial decision or change to Swiss law or administrative practice after the date of this Information Memorandum.

Changes in the laws of Switzerland after the date hereof may also affect the rights and effective remedies of Holders as well as the market value of the Notes. Such changes in law may include changes in statutory, tax and regulatory regimes during the life of the Notes, which may have an adverse effect on investment in the Notes.

In particular, any amendment of the Swiss Banking Act or any amendment or implementation of an implementing ordinance in respect of the provisions in the Swiss Banking Act could impact the calculation of the CET1 Ratio, the CET1 Amount and the RWA Amount. Because the occurrence of a Contingency Event depends, in part, on the calculation of the CET1 Ratio, any change in Swiss law that could affect the calculation of the CET1 Ratio could also affect the determination of whether a Contingency Event has occurred. This uncertainty relates to one of the principal terms of the Notes and any uncertainty regarding this term can be expected to have an adverse effect on the market value of the Notes.

In addition, any change in the National Regulations and/or BIS Regulations that occurs on or after the Issue Date having the effect that the entire principal amount of the Notes ceases to be eligible to be treated as both Going Concern Capital under National Regulations and Additional Tier 1 Capital under BIS Regulations, would trigger a Capital Event, and any change under the laws or regulations of Switzerland, including any treaty to which Switzerland is a party, or any change in the generally published application or interpretation of such laws, including a decision of any court or tribunal or any relevant tax authority, that would cause the Issuer to have to pay Additional Amounts (as defined in the Conditions of the Notes) under the Notes would trigger a Tax Event, at which time the Issuer has the option, subject to certain conditions (a) to substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they remain or, as appropriate, become, Compliant Securities, or (b) to redeem the Notes in whole but not in part. In any such case, the Notes could cease to be outstanding, which could materially and adversely affect investors and frustrate investment strategies and goals.

In addition, such legislative and regulatory uncertainty could affect an investor's ability accurately to value the Notes and therefore affect the trading price of the Notes given the extent and impact on the Notes of one or more regulatory or legislative changes, including the ones described above.

In certain instances, the Issuer could substitute or vary the terms of the Notes and Holders may be bound by certain other amendments to the Notes to which they did not consent.

If at any time a Capital Event or a Tax Event (each as defined in the Conditions) occurs and is continuing, in addition to its option to redeem the Notes, the Issuer has the option, without the need for any consent of Holders (unless then so required by the mandatory provisions of Swiss law), to substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they remain or, as appropriate, become, Compliant Securities, as described under “*Terms and Conditions of the Notes—Redemption, Substitution, Variation and Purchase*”. While the Issuer cannot so substitute the Notes for securities that have, or so vary the terms of the Notes so that they have, economic terms materially less favourable to a Holder than the terms of the Notes, no assurance can be given as to whether any such substitution or variation will negatively affect any particular Holder. In addition, the tax and stamp duty consequences of holding such substituted or varied Notes could be different for some categories of Holders from the tax and stamp duty consequences for them of holding the Notes.

Furthermore, if (i) the Calculation Agent determines at any time in its sole discretion that a Mid-Swap Discontinuation Event has occurred and (ii) when the Calculation Agent is determining the Floating Rate of Interest for any Floating Rate Interest Period, the conditions set out in the definition of SARON in Condition 6(b)(iii) have been satisfied, then the Replacement Rate Agent will determine in its sole discretion whether to use an alternative rate to SARON for the Affected Observation Period and all Observation Periods thereafter, and the terms of the Notes will be amended accordingly, without the need for any consent of Holders unless required pursuant to Condition 6(b)(vi). See “*Risk Factors—The Notes have a Reset Rate based on the Mid-Swap Rate. If the Mid-Swap Rate is unavailable or discontinued, this may adversely affect the value of and return on the Notes*”.

In addition, the Issuer may, subject to certain conditions, without the consent of the Holders, substitute any Subsidiary of CSG (whether or not such entity is organised under the laws of Switzerland) for itself as principal debtor under the Notes upon giving no more than 30 and no less than 10 days' notice to the Holders in accordance with Condition 17, all as more fully described in Condition 13(c).

The Notes will also be subject to statutory provisions of Swiss law allowing for the calling of meetings of Holders to consider matters affecting their interests. These provisions permit defined majorities to bind all Holders, including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

Pursuant to the mandatory provisions of Swiss law currently in effect, (i) the Issuer will be required to provide Holders with at least ten days' notice of any meeting of Holders, (ii) the Issuer will be required to call a meeting of Holders within 20 days if it is requested to do so by Holders holding Notes in an aggregate principal amount that represents at least one-twentieth of the outstanding aggregate principal amount of the Notes, and (iii) only Holders or their proxies will be entitled to attend, or vote at, a meeting of Holders.

In addition, the requirements under Swiss law currently in effect regarding the approval by Holders of amendments to the Conditions will depend on the type of amendment. Pursuant to Article 1170 of the Swiss Code of Obligations, the consent of Holders representing at least two-thirds of the outstanding aggregate principal amount of the Notes is required for any resolution limiting Holders' rights under the Conditions (such as a moratorium on interest or capital and certain amendments to the interest provisions). In addition, in order to become effective and binding on the non-consenting Holders, any such resolution must be approved by the competent superior cantonal composition court. In the case of resolutions that do not limit Holders' rights under the Conditions, pursuant to Article 1181 of the Swiss Code of Obligations, an absolute majority of the votes represented at a meeting of Holders is sufficient to approve any such resolution, unless Article 1170 of the Swiss Code of Obligations or the Conditions provide for more stringent requirements.

Holders will bear the risk of fluctuations in the CET1 Ratio.

The market price of the Notes is expected to be affected by fluctuations in the CET1 Ratio. Fluctuations in the CET1 Ratio may be caused by changes in the CET1 Amount and/or the RWA Amount (each of which shall be calculated by CSG on a consolidated basis), as well as changes to their respective definitions under relevant capital adequacy standards and guidelines. Any indication that the CET1 Ratio is trending towards a Contingency Event can be expected to have a material adverse effect on the market price of the Notes.

The interest rate on the Notes will reset on the First Optional Redemption Date and on each fifth anniversary thereafter, which can be expected to affect the market value of the Notes.

The Notes will initially bear interest from and including the Issue Date to (but excluding) the First Optional Redemption Date at an initial rate of 3.000 per cent. per annum, and thereafter, subject to Condition 6(b), at the applicable Reset Rate to be determined by the Calculation Agent, based on the Mid-Swap Rate plus 3.957 per cent. per annum, in each case, payable, as described herein, annually in arrear on November 11 in each year, commencing on November 11, 2019. If the Calculation Agent determines at any time that a Mid-Swap Discontinuation Event has occurred, from (and including) the Floating Rate Commencement Date, the Notes will bear interest at the applicable Floating Rate of Interest, payable on November 11, February 11, May 11 and August 11 in each year, as adjusted in accordance with the Business Day Convention. Any Reset Rate or Floating Rate of Interest, as the case may be, could be less than the initial interest rate of 3.000 per cent. per annum and could therefore adversely affect the market value of an investment in the Notes. See also "*Risk Factors—The Notes have a Reset Rate based on the Mid-Swap Rate. If the Mid-Swap Rate is unavailable or discontinued, this may adversely affect the value of and return on the Notes*".

The Notes will be perpetual securities and have no fixed or final redemption date.

The Notes will be perpetual securities, which means they have no scheduled repayment date. The Issuer will be under no obligation to redeem the Notes at any time before the date on which voluntary or involuntary liquidation proceedings are instituted in respect of the Issuer (should such proceedings ever be instituted). Holders will have no right to call for the Notes' redemption.

The obligations of the Issuer under the Notes will be subordinated.

In the event of the liquidation, dissolution or winding-up of CSG prior to a Write-down having occurred, the rights and claims of Holders against CSG in respect of or arising under (including, without limitation, any

damages awarded for breach of any obligation under) the Notes shall rank junior to all claims of Priority Creditors, *pari passu* with Parity Obligations and senior to the rights and claims of all holders of Junior Capital.

Therefore, if CSG were liquidated, dissolved or wound-up, CSG's liquidator would first apply assets of CSG to satisfy all claims of Priority Creditors. If CSG does not have sufficient assets to settle claims of Priority Creditors in full, the claims of Holders will not be settled and, as a result, Holders will lose the entire amount of their investment in the Notes. The Notes will share equally in payment with the subordinated obligations of CSG in respect of CSG Tier 1 Instruments, or Parity Obligations, if CSG does not have sufficient funds to make full payments on all of them. In such a situation, Holders could lose all or part of their investment in the Notes.

Additionally, under certain circumstances, FINMA has the power to open restructuring proceedings with respect to CSG under Swiss banking laws (see "*Risk Factors—CSG is subject to the resolution regime under Swiss banking laws and regulations*" below), and, if the Notes have not already been subject to a Write-down, could convert the Notes into equity or cancel the Notes, in each case, in whole or in part. Holders should be aware that, in the case of any such conversion into equity, FINMA would follow the order of priority set out under Swiss banking laws, which means, among other things, that the Notes would have to be converted prior to the conversion of any of CSG's subordinated debt that does not qualify as regulatory capital with a contractual write-down or conversion feature. Furthermore, in the case of any such cancellation, FINMA may not be required to follow any order of priority, which means, among other things, that the Notes could be cancelled in whole or in part prior to the cancellation of any or all of CSG's equity capital.

In addition, upon the occurrence of a Write-down prior to the liquidation, dissolution or winding-up of CSG, the full principal amount of, and any accrued interest on, the Notes will be automatically and permanently written-down to zero on the Write-down Date, and, as a result, each Holder will lose the entire amount of its investment in the Notes, and will not have any rights against CSG with respect to repayment of the principal amount of the Notes (whether or not such principal amount has become due) or the payment of interest on such Notes (or any related Additional Amounts), irrespective of whether CSG has sufficient assets available to settle the claims of Holders under the Notes or other securities subordinated to the same or greater extent than the Notes, in liquidation, dissolution or winding-up proceedings or otherwise.

There will be limited remedies available under the Notes.

In accordance with the Basel III requirements for additional tier 1 instruments, and as more particularly described in "*Terms and Conditions of the Notes—Events of Default*", the Notes will contain limited Events of Default, confined to non-payment of sums due on the Notes for specified periods and the commencement of proceedings for the winding up, dissolution or liquidation of CSG or, *inter alia*, the taking of certain proceedings under Swiss bankruptcy and insolvency laws in relation to CSG.

Upon an Event of Default, Holders will have only limited enforcement remedies. In the case of enforcing payment of sums due, Holders will be limited to the institution of proceedings in Switzerland (but not elsewhere) to enforce their rights under Swiss insolvency laws. Following an Event of Default and non-payment of the relevant sums due within a statutory period following the issue of a writ of payment as required by Swiss insolvency laws, Holders may only institute proceedings against CSG in Switzerland (but not elsewhere) to enforce their rights under Swiss insolvency laws.

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, as the case may be, that rank senior to, or *pari passu* with, the Notes. The issue or guaranteeing of any such further securities or indebtedness may limit the ability of CSG to meet its obligations under the Notes. In addition, the Notes will not contain any restriction on the Issuer issuing securities with similar, different or no Contingency Event or Viability Event provisions.

Credit ratings may not reflect all risks. Changes to the credit ratings could affect the value of the Notes.

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. The Notes are expected upon issue to be rated BB by Fitch and BB- by S&P. There can be no assurance that the methodology of these rating agencies will not evolve or that such ratings will not be suspended, reduced or withdrawn at any time by Fitch or S&P. Further, such credit rating may be revised downwards in the event of a deterioration in the capital position or viability of CSG. A rating is not a recommendation to buy, hold or sell securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Holder will have to rely on the clearing systems' procedures for transfer, payment, voting and communication with the Issuer.

The Notes will be entered into the main register (*Hauptregister*) of SIX SIS AG and, upon entry of such uncertificated securities into the accounts of one or more participants of SIX SIS AG, will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). The Notes will be cleared through the systems operated by SIX SIS AG, Euroclear, Clearstream, Luxembourg or any other clearing system, and Holders will have to rely on the applicable clearing systems' procedures for transfers of, and payments on, the Notes and communications with the Issuer.

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

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

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, including those that it may make with the net proceeds it receives from the issuance of the Notes. 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 Notes, 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 the 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 the Regulator that may be exercised during restructuring proceedings opened with respect to the relevant subsidiary and/or the Regulator's power to order protective measures (in each case as described under "*Risk Factors—CSG is subject to the resolution regime under Swiss banking laws and regulations*" below) 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 Notes. These requirements and/or limitations could impact CSG's ability to pay amounts due under the Notes.

Additionally, since the creditors of any of CSG's subsidiaries would generally have a right to receive payment that is superior to CSG's right to receive payment as shareholder from the assets of that subsidiary, Holders will be effectively subordinated to creditors of CSG's subsidiaries.

CSG is subject to the resolution regime under Swiss banking laws and regulations.

CSG is the Swiss parent company of a financial group, which means that under the Swiss Banking Act, FINMA is able to exercise its broad statutory powers thereunder with respect to CSG, including its powers to order protective measures, institute restructuring proceedings (and exercise any Swiss resolution powers in connection therewith), and institute liquidation proceedings, if there is justified concern that CSG is over-indebted, has serious liquidity problems or, after the expiry of a deadline, no longer fulfils capital adequacy requirements.

Protective measures may be ordered even before a Write-down Event has occurred. Such protective measures may include (a) giving instructions to the governing bodies of CSG, (b) appointing an investigating agent, (c) stripping governing bodies of CSG of their power to legally represent CSG or remove them from office, (d) removing the regulatory or company-law audit firm from office, (e) limiting CSG's business activities, (f) forbidding CSG to make or accept payments or undertake security trades, (g) closing down CSG, or (h) except for mortgage-secured receivables of central mortgage bond institutions, ordering a moratorium or deferral of payments. CSG will have limited ability to challenge any such protective measures. Additionally, Holders would have no right under Swiss law and in Swiss courts to reject, seek the suspension of, or to challenge the imposition of any such protective measures.

Resolution powers that may be exercised during restructuring proceedings with respect to CSG include the power to (a) transfer the assets, or portions thereof, together with debt and other liabilities, or portions thereof, and contracts, to another entity, (b) stay (for a maximum of two business days) the termination of, and the exercise of rights to terminate, netting rights, rights to enforce or dispose of certain types of collateral or rights to transfer claims, liabilities or certain collateral under, contracts to which the entity subject to such restructuring proceedings is a party, and/or (c) partially or fully convert into equity of CSG and/or write-down the obligations of CSG, including the Notes, if not already written-down pursuant to their terms. Creditors, including Holders, will have no right to reject, or to seek the suspension of, any restructuring plan pursuant to which such resolution powers are exercised with respect to CSG. Holders will have only limited rights to challenge any decision to exercise resolution powers with respect to CSG or to have that decision reviewed by a judicial or administrative process or otherwise.

While the terms of the Notes provide for a contractual write-down of the full principal amount of the Notes upon the occurrence of a Write-down Event, there can be no assurance that the taking of any actions by FINMA, or any other authority in Switzerland that is competent at the relevant time, with respect to CSG would not as well or instead of the contractual write-down adversely affect the rights of Holders, the price or value of an investment in the Notes and/or CSG's ability to satisfy its obligations under the Notes.

International Exchange of Information in Tax Matters.

Switzerland has concluded a multilateral agreement with the European Union ("EU") on the international automatic exchange of information ("AEOI") in tax matters, which applies to all EU member states. In addition, Switzerland has concluded the multilateral competent authority agreement on the automatic exchange of financial account information ("MCAA"), and based on the MCAA, a number of bilateral AEOI agreements with other countries. Based on such agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including Notes, as the case may be, held

in, and income derived thereon and credited to, 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 effective can be found on the website of the State Secretariat for International Financial Matters (SIF).

In addition, if the financial institution through which an investor holds its account is located in a jurisdiction that has entered into an intergovernmental agreement to implement the U.S. Foreign Account Tax Compliance Act (“**FATCA**”), as is the case for Switzerland, or a jurisdiction that has committed to the implementation of the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the “**CRS**”), the financial institution may be required to determine whether accounts held in the financial institution are held directly or indirectly by U.S. persons (in the case of FATCA) or by residents of the jurisdictions that have implemented CRS (in the case of CRS). Accordingly, investors may be required to provide the financial institution through which the investor holds its account with information about the investor’s identity, tax status, and if required, the investor’s direct and indirect owners. This information may be provided, directly or indirectly, to the investor’s home taxing jurisdiction, and may also be provided to the jurisdiction in which the investor holds its account, if different. Investors should consult their own tax advisers regarding the potential implications of AEOI, FATCA, CRS and other similar systems for collecting and reporting account information.

No public market exists for the Notes, and there are uncertainties regarding the existence of any trading market for the Notes.

The Notes are new securities that may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their issue price, depending upon prevailing interest rates, the market for similar securities, general economic conditions, CSG’s results of operations and fluctuations in CSG’s capital ratios. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for the Notes as they are especially sensitive to interest rate, currency and market risks, are designed for specific objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

Although application will be made for the admission to trading and listing of the Notes on the SIX Swiss Exchange, there can be no assurance that such application will be accepted or that an active trading market in the Notes will develop. Accordingly, there can be no assurance as to the development or liquidity of any trading market for the Notes. Illiquidity may have a severely adverse effect on the market value of the Notes.

The market value of the Notes may be influenced by unpredictable factors.

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

- (i) the creditworthiness of CSG and, in particular, the level of CSG’s capital ratios from time to time;
- (ii) supply and demand for the Notes, including inventory with any securities dealer; and
- (iii) economic, financial, political or regulatory events or judicial decisions that affect CSG and the Group or the financial markets generally.

Accordingly, if a Holder sells its Notes in the secondary market, it may not be able to obtain a price equal to the principal amount of the Notes or a price equal to the price that it paid for the Notes.

The Swiss franc exchange rate may have an effect on the value of the Notes.

The Issuer will pay principal and interest on the Notes in Swiss francs. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Swiss francs. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Swiss franc or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Swiss franc would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of any principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal. Any of the foregoing events could adversely affect the price of the Notes.

Holders are subject to interest rate risks.

Because the Notes bear a fixed rate of interest from the Issue Date to (but excluding) the First Optional Redemption Date, investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes during this period. See also "*Risk Factors—The Notes have a Reset Rate based on the Mid-Swap Rate. If the Mid-Swap Rate is unavailable or discontinued, this may adversely affect the value of and return on the Notes*" and "*Risk Factors—The market continues to develop in relation to the use of the Swiss Average Rate Overnight (SARON) as a reference rate.*"

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to assess the terms of the Notes (including as to a Write-down) and to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Factors that may affect the ability of the Issuer to fulfil its obligations under the Notes and/or the likelihood of a Write-down Event

CSG is exposed to a variety of risks that could adversely affect its results of operations or financial condition, including, among others, those described below. Unless indicated otherwise, all references to CSG in the risk factors set out under this section "*Factors that may affect the ability of the Issuer to fulfil its obligations under the Notes and/or the likelihood of a Write-down Event*" are describing the consolidated businesses carried on by CSG and its subsidiaries.

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 2018

and in “II—Treasury, risk, balance sheet and off-balance sheet” in each of the 2019 Quarterly Reports (as defined herein).

The Group’s liquidity could be impaired if it were unable to access the capital markets, sell its assets, its liquidity costs increase or as a result of uncertainties regarding the possible discontinuation of benchmark rates.

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. In addition, in July 2017, the UK Financial Conduct Authority, which regulates LIBOR, announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021. As such, it appears highly likely that LIBOR will be discontinued after 2021. Any such developments or future changes in the administration of benchmarks could result in adverse consequences to the return on, value of and market for securities and other instruments whose returns or contractual mechanics are linked to any such benchmark, including those issued by the Group. For example, alternative reference rates may not provide a term structure and may require a change in contractual terms of products currently indexed on terms other than overnight. The replacement of LIBOR or any other benchmark with an alternative reference rate could negatively impact the value of and return on existing securities and other contracts and result in mispricing and additional legal, financial, operational, compliance, reputational or other risks to the Group, its clients and other market participants. In addition, any transition to alternative reference rates will require changes to the Group’s documentation, methodologies, processes, controls, systems and operations, which would result in increased effort and cost. For further information, refer to “Potential replacement of interbank offered rates” in “II—Operating and financial review—Credit Suisse—Other information” in the Annual Report 2018.

If the Group is unable to raise needed funds in the capital markets (including through offerings of equity, debt and regulatory capital securities), 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 Credit Suisse Group AG’s ratings may adversely affect its business.

Ratings are assigned by rating agencies. They 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 on uncertainties as to whether firms pose systemic risk in a financial or credit crisis, and on such firms’ potential vulnerability to market sentiment and confidence, particularly during periods of severe economic stress. Any downgrades in Credit Suisse Group AG’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 risk

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

Although the Group continued to strive to reduce its balance sheet and made significant progress in implementing its strategy in 2018, it 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 are materially affected by conditions in the financial markets, economic conditions generally and other developments in Europe, the U.S., Asia and elsewhere around the world. The recovery from the economic crisis of 2008 and 2009 continues to be sluggish in several key developed markets. The European sovereign debt crisis as well as U.S. debt levels and the federal budget process have not been permanently resolved. In addition, commodity price volatility and concerns about emerging markets have affected financial markets. Financial market volatility increased significantly during 2018, and several global financial market indices declined sharply in the fourth quarter of 2018. The Group's financial condition and results of operations could be materially adversely affected if these conditions do not improve, or if they stagnate or worsen. Further, various countries in which the Group operates or invests 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. Concerns about weaknesses in the economic and fiscal condition of certain European countries have continued, especially with regard to how such weaknesses might affect other economies as well as financial institutions (including the Group) which lent funds to or did business with or in those countries.

Continued concern about European economies, including the refugee crisis and political uncertainty as well as in relation to the UK's withdrawal from the EU, could cause disruptions in market conditions in Europe and around the world. Former UK Prime Minister Theresa May initiated the two-year process of negotiations for withdrawal from the EU in March 2017, with an anticipated date of withdrawal in 2019 (subject to any transitional arrangements that may be agreed between the EU and the UK). The results of this negotiation and the macroeconomic impact of this decision are difficult to predict and are expected to remain uncertain for a prolonged period. Among the significant global implications of the UK referendum was the increased uncertainty concerning a potentially more persistent and widespread imposition by central banks of negative interest rate policies. The Group cannot accurately predict the impact of the UK leaving the EU on the Group and such impact may negatively affect its future results of operations and financial condition. The Group's legal

entities that are organised or operate in the UK could face limitations on providing services or otherwise conducting business in the EU following the UK's withdrawal, which may require the Group, immediately or following any applicable transitional period, to implement potentially significant changes to its legal entity structure and locations in which it conducts certain operations. For further information, refer to "*UK-EU relationship*" in "*I—Information on the company—Regulation and supervision—Recent regulatory developments and proposals—UK*" in the Annual Report 2018 and "*I—Credit Suisse results—Credit Suisse—Regulatory developments and proposals*" and 2019 "*II—Treasury, risk, balance sheet and off-balance sheet—Risk management—Overview and risk-related developments—Key risk developments—Withdrawal of the UK from the EU*" in each of the 2019 Quarterly Reports. While the execution of the program evolving the Group's legal entity structure to meet developing and future regulatory requirements has substantially concluded, there remain a number of uncertainties that may affect the feasibility, scope and timing of the intended results relating to the evolution of the Group's legal entity structure. Significant legal and regulatory changes affecting the Group and its operations may require it to make further changes in its legal structure. The implementation of these changes has required, and may further require, significant time and resources and has increased, and may potentially further increase, operational, capital, funding and tax costs as well as the Group's counterparties' credit risk. The environment of political uncertainty in continental Europe may also affect the Group's business. The popularity of nationalistic sentiments 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, climate change and foreign relations. Growing global trade tensions, including between key trading partners, such as China, the United States and the EU, may be disruptive to global economic growth and may also negatively affect the Group's business.

Economic disruption in other countries, even in countries in which the Group does not currently conduct business or have operations, could adversely affect its businesses and results. Adverse market and economic conditions continue to create a challenging operating environment for financial services companies. In particular, the impact of interest and currency exchange rates, the risk of geopolitical events, fluctuations in commodity prices and concerns about European stagnation have affected financial markets and the economy. In recent years, 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. 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. 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. 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 reduce the number and size of investment banking transactions in which the Group provides underwriting, mergers and acquisitions advice or other services and, therefore, may adversely affect its financial advisory and underwriting fees. Such conditions may adversely affect the types and volumes of securities trades that the Group executes for customers and may adversely affect the net revenues it receives from commissions and spreads. 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, including 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.

Unfavourable market and economic conditions have affected the Group's businesses over the last years, including the low interest rate environment, continued cautious investor behaviour and changes in market structure. These negative factors have been reflected 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 the Group's clients' portfolios. Investment performance that is below that of competitors or asset management benchmarks could result in a decline in assets under management and related fees and make it harder to attract new clients. There has been a fundamental shift in client demand away from more complex products and significant client deleveraging, and the Group's results of operations related to private banking and asset management activities have been and could continue to be adversely affected as long as this continues.

Adverse market or economic conditions have also negatively affected the Group's private equity investments and may negatively affect them in the future since, 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 events beyond the Group's control, including terrorist attacks, cyber attacks, military conflicts, economic or political sanctions, disease pandemics, political unrest or natural disasters, 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.

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 2018, the Group's real estate loans as reported to the SNB totalled approximately CHF 146 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 ("RMBS"). 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 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 sizeable loans to, and securities holdings in, certain customers, industries or countries. 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.

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. 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 this risk. For further information, refer to "I—

Information on the company—Regulation and supervision” and *“III—Treasury, Risk, Balance sheet and Off-balance sheet—Capital management—Regulatory framework”* in the Annual Report 2018 and *“II—Treasury, risk, balance sheet and off-balance sheet—Capital management—Regulatory framework”* in each of the 2019 Quarterly Reports.

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.

Credit risk

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. 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 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 2018 and *“II—Treasury, risk, balance sheet and off-balance sheet—Risk management”* in each of the 2019 Quarterly Reports.

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 loan losses is subject to significant judgment. The Group’s banking businesses may need to increase their provisions for loan 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. For information on provisions for loan losses and related risk mitigation refer to *“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”* and *“Note 19—Loans, allowance for loan losses and credit*

quality”, each in “VI—Consolidated financial statements—Credit Suisse Group” in the Annual Report 2018 and “II—Treasury, risk, balance sheet and off-balance sheet—Risk management” and “Note 9—Provision for credit losses” and “Note 18—Loans, allowance for loan losses and credit quality”, each in “III—Condensed consolidated financial statements—unaudited” in each of the 2019 Quarterly Reports.

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 or even rumours about or a 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 sometimes referred to as systemic risk. Concerns about defaults by and failures of many financial institutions, particularly those in or with significant exposure to the eurozone, continued in 2018 and could continue to 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 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.

Risks relating to the Group’s strategy

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

In October 2015, the Group announced a comprehensive new strategic direction, structure and organisation of the Group, which the Group updated in 2016, 2017 and 2018. The Group’s ability to implement its strategic direction, structure and organisation is 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 and targets, 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 and targets) prove inaccurate in whole or in part, the Group’s ability to achieve some or all of the expected benefits of this strategy could be limited, including its ability to meet its stated financial goals and targets and retain key employees. Factors beyond the Group’s control, including but not limited to market and economic conditions, changes in laws, rules or regulations, including the application of regulations to be issued by the U.S. Internal Revenue Service related to the U.S. base erosion and anti-abuse tax, which was effective as of January 1, 2018 (“BEAT”), execution risk related to the implementation of its strategy and other challenges and risk factors discussed in this Information Memorandum, could limit its ability to achieve some or all of the expected benefits of this strategy. 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 Credit Suisse Group AG’s share price may be materially and adversely affected.

For further information on the Group's strategic direction, refer to "*I—Information on the company—Strategy*" in the Annual Report 2018.

Additionally, part of the Group's strategy involves 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 and targets, for example in relation to return on tangible equity, which may or may not be successful. There is no guarantee the Group will be able to achieve these goals and targets 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 assess fully 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 its having 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.

Risks from estimates and valuations

The Group makes estimates and valuations that affect its reported results, including measuring 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 its 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 upon judgment and available information, and the Group's actual results may differ materially from these estimates. For 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 2018.

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.

Risks relating to off-balance sheet entities

The Group enters into transactions with special purpose entities (“SPEs”) in its normal course of business, and certain SPEs with which the Group transacts business are not consolidated and their assets and liabilities are off-balance sheet. The Group may have to exercise significant management judgment 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 its 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 information on the Group’s transactions with and commitments to SPEs, refer to “III—Treasury, Risk, Balance sheet and Off-balance sheet—Balance sheet and off-balance sheet—Off-balance sheet” in the Annual Report 2018 and “II—Treasury, risk, balance sheet and off-balance sheet—Balance sheet and off-balance sheet—Off-balance sheet” in each of the 2019 Quarterly Reports.

Country and currency exchange risk

Country risks may increase market and credit risks 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 scale up its private banking businesses in emerging market countries. The Group’s implementation of that strategy will necessarily 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, such as Brazil during 2017 and 2018, have experienced and may continue to experience severe economic, financial and political disruptions or slower economic growth than in prior years. In addition, sanctions have been imposed on certain individuals and companies in Russia 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 weakened slightly against the U.S. dollar and strengthened against the euro in 2018.

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 have such an effect in the future.

Operational risk

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. The Group's business depends on its ability to process a large volume of diverse and complex transactions, including derivatives transactions, which have increased in volume and complexity. 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. 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. Despite the Group's wide array of security measures to protect the confidentiality, integrity and availability of its systems and information, it is not always possible to anticipate the evolving threat landscape and mitigate all risks to its systems and information. The Group could also be affected by risks to the systems and information of clients, vendors, service providers, counterparties and other third parties. In addition, the Group may introduce new products or services or change processes, resulting in new operational risk that it may not fully appreciate or identify.

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.

A cyber attack, information or security breach or technology failure may result in 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 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 performing unauthorised trades or other employee misconduct. It is not always possible to deter employee misconduct and the precautions the Group takes to prevent and detect this activity may not always be effective.

Risk management

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 judgments 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 2018 and "*II—Treasury, risk, balance sheet and off-balance sheet—Risk management*" in each of the 2019 Quarterly Reports.

Legal and regulatory 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.

Credit Suisse Group AG 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, upon 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 39—Litigation*" in "*VI—Consolidated financial statements—Credit Suisse Group*" in the Annual Report 2018 and "*Note 33—Litigation*" in "*III—Condensed consolidated financial statements—unaudited*" in each of the 2019 Quarterly Reports.

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 significant judgement. For more information, refer to "*II—Operating and financial review—Critical accounting estimates*" and "*Note 1—Summary of significant accounting policies*" in "*VI—Consolidated financial statements—Credit Suisse Group*" in the Annual Report 2018.

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

As a participant in the financial services industry, the Group 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 around the world. Such regulation is increasingly more extensive and complex and, 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 all increased significantly and may increase further. Moreover, a number of these requirements are currently being finalised and their regulatory burden may further increase in the future. For example, the Basel III reforms are still being finalised and implemented and/or phased-in, as applicable, and new gone concern requirements may be introduced for Credit Suisse AG. These regulations often serve to limit the Group's activities, including through the application of increased or enhanced capital, leverage and liquidity requirements, the addition of 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. The Group is already subject to extensive regulation in many areas of its business and expects to face increased regulation and regulatory scrutiny and enforcement. These various 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. The Group expects such increased regulation to continue to increase its costs, including, but not limited to, costs related to compliance, systems and operations, as well as affect its ability to conduct certain types of business, which could adversely affect its profitability and competitive position. Variations in the details and implementation of such regulations may further negatively affect the Group, as certain requirements currently are not expected to apply equally to all of its competitors or to be implemented uniformly across jurisdictions.

For example, 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 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, the ongoing implementation in the U.S. of the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**"), including the "Volcker Rule", derivatives regulation, and other regulatory developments described in "*I—Information on the company—Regulation and supervision*" in the Annual Report 2018 and in "*I—Credit Suisse results—Credit Suisse—Regulatory developments and proposals*" and "*II—Treasury, risk, balance sheet and off-balance sheet—Capital management—Regulatory framework*" in each of 2019 Quarterly Reports have imposed, and will continue to impose, new regulatory burdens 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 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 transact derivatives business outside the U.S. Further, in

2014, the Fed adopted a final rule under the Dodd-Frank Act that created a new framework for regulation of the U.S. operations of foreign banking organisations such as the Group’s. Certain aspects of the framework are still to be implemented. 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.

Certain of these proposals are not final or may be subject to further modification or changes, and the ultimate impact of any final requirements cannot be predicted at this time. Further, already enacted and possible future cross-border tax regulation with extraterritorial effect, such as FATCA, 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 December 22, 2017 introduced substantial changes to the U.S. tax system, including the lowering of the corporate tax rate and the introduction of BEAT. Additionally, implementation of Capital Requirements Regulation (“**CRD IV**”), MiFID II and the Markets in Financial Instruments Regulation (MiFIR) and their Swiss counterpart, the Federal Financial Services Act (the “**FFSA**”), and other reforms may negatively affect the Group’s business activities. Whether or not the FFSA, together with supporting or implementing laws and regulations, will be deemed equivalent to MiFID II is uncertain. Swiss banks, including the Group, may accordingly be limited from participating in businesses regulated by such laws. Finally, the Group expects that total loss-absorbing capacity (“**TLAC**”) requirements, which took effect on January 1, 2019 in Switzerland and the U.S., as well as in the UK, and are being finalised in many other jurisdictions, including the EU, as well as new requirements and rules with respect to the internal TLAC of global systemically important banks (“**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 when they are implemented. Further, following the formal notification by the UK of its decision to leave the EU, negotiations have been carried out on the withdrawal agreement and the final outcome remains uncertain. Negotiations include the renegotiation, either during a transitional period or more permanently, of a number of regulatory and other arrangements between the EU and the UK that could directly impact the Group’s business. Adverse changes to any of these arrangements, and even uncertainty over potential changes during the remaining period of negotiation, could potentially impact the Group’s results. For further information, refer to “*UK-EU relationship*” in “*I—Information on the company—Regulation and supervision—Recent regulatory developments and proposals—UK*” in the Annual Report 2018 and “*I—Credit Suisse results—Credit Suisse—Regulatory developments and proposals*” and “*II—Treasury, risk, balance sheet and off-balance sheet—Risk management—Overview and risk-related developments—Key risk developments—Withdrawal of the UK from the EU*” in each of the 2019 Quarterly Reports.

In addition, there have been frequent and complex changes in sanction regimes imposed on countries, entities and individuals in recent years. As a result, the Group’s costs of monitoring and complying with sanctions requirements have increased, and there is an increased risk that the Group will not timely identify prohibited activity. 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 2019 and beyond. The uncertainty about the future U.S. regulatory agenda, which includes a variety of proposals to change existing regulations or the approach to regulation of the financial industry and potential changes in regulation following the withdrawal of the UK from the EU and the results of national elections in Europe may result in significant changes in the regulatory direction and policies applicable to the Group. 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 among 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 which 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 2018. For information regarding the Group's current regulatory framework and expected changes to this framework affecting capital and liquidity standards, refer to "*Liquidity and funding management*" and "*Capital management*", each in "*III—Treasury, Risk, Balance sheet and Off-balance sheet*" in the Annual Report 2018 and "*II—Treasury, risk, balance sheet and off-balance sheet*" in each of the 2019 Quarterly Reports.

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 Credit Suisse Group AG. These broad powers include the power to open restructuring proceedings with respect to Credit Suisse AG, Credit Suisse (Schweiz) AG or Credit Suisse Group AG 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 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 Credit Suisse Group AG. The scope of such powers and discretion and the legal mechanisms that would be utilised 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 a description of the current resolution regime under Swiss banking laws as it applies to Credit Suisse AG, Credit Suisse (Schweiz) AG and Credit Suisse Group AG, see "*—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 2018. See also "*Risk Factors—CSG is subject to the resolution regime under Swiss banking laws and regulations*".

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 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, 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. The Group can give no assurance that its results of operations will not be adversely affected.

The Group's competitive position could be harmed if its reputation is damaged.

In the highly competitive environment arising from globalisation and convergence in the financial services industry, a reputation for financial strength and integrity is critical to the Group's performance, including its ability to attract and retain clients and employees. The Group's reputation could be harmed if its comprehensive procedures and controls fail, or appear to fail, to address conflicts of interest, prevent employee misconduct, produce materially accurate and complete financial and other information or prevent adverse legal or regulatory actions. For more 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 2018.

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 Ordinance Against Excessive Compensation with respect to Listed Stock Corporations in Switzerland and the

implementation of CRD IV in 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, 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 creation 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.

FORWARD-LOOKING STATEMENTS

This Information Memorandum contains or incorporates by reference statements that constitute forward-looking statements. In addition, in the future the Issuer, 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. The Issuer 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. 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; (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 continued slow economic recovery or downturn in the EU, the U.S. or other developed countries or in emerging markets in 2019 and beyond; (iv) the direct and indirect impacts of deterioration or slow recovery in residential and commercial real estate markets; (v) adverse rating actions by credit rating agencies in respect of the Group, sovereign issuers, structured credit products or other credit-related exposures; (vi) the ability to achieve the Group's strategic goals, including those related to its targets and financial goals; (vii) the ability of counterparties to meet their obligations to the Group; (viii) the effects of, and changes in, fiscal, monetary, exchange rate, trade and tax policies, as well as currency fluctuations; (ix) political and social developments, including war, civil unrest or terrorist activity; (x) the possibility of foreign exchange controls, expropriation, nationalisation or confiscation of assets in countries in which the Group conducts its operations; (xi) operational factors such as systems failure, human error, or the failure to implement procedures properly; (xii) the risk of cyber attacks, information or security breaches or technology failures on the Group's business or operations; (xiii) the adverse resolution of litigation, regulatory proceedings and other contingencies; (xiv) 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; (xv) the effects of changes in laws, regulations or accounting or tax standards, policies or practices in countries in which the Group conducts its operations; (xvi) the potential effects of changes in the Group's legal entity structure; (xvii) competition or changes in the Group's competitive position in geographic and business areas in which it conducts its operations; (xviii) the ability to retain and recruit qualified personnel; (xix) the ability to maintain the Group's reputation and promote the Group's brand; (xx) the ability to increase market share and control expenses; (xxi) technological changes; (xxii) 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; (xxiii) acquisitions, including the ability to integrate acquired businesses successfully, and divestitures, including the ability to sell non-core assets; and (xxiv) 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 other risks identified in this Information Memorandum.

DOCUMENTS INCORPORATED BY REFERENCE

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

- (1) the Form 6-K of Credit Suisse Group AG filed with the SEC on July 31, 2019, which contains the Issuer's financial report 2Q19 (the "**Financial Report 2Q19**"), excluding the information under "*Group and Bank differences*", Exhibit 23.2 and 99.2 thereto and the sections of the Financial Report 2Q19 entitled "*Investor information*", "*Financial calendar and contacts*" and "*II—Treasury, risk, balance sheet and off-balance sheet—Capital management—Bank regulatory disclosures*";
- (2) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on July 2, 2019, which contains the media release entitled "Changes in the Executive Board of Credit Suisse Group AG. Philipp Wehle to succeed Iqbal Khan as CEO International Wealth Management";
- (3) the Form 6-K of Credit Suisse Group AG filed with the SEC on May 3, 2019, which contains the Issuer's financial report 1Q19 (the "**Financial Report 1Q19**" and, together with the Financial Report 2Q19, the "**2019 Quarterly Reports**"), excluding the sections of the Financial Report 1Q19 entitled "*Investor information*" and "*Financial calendar and contacts*";
- (4) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on April 26, 2019, which contains the media release entitled "Annual General Meeting of Credit Suisse Group AG: Shareholders Approve All Proposals Put Forward by Board of Directors";
- (5) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on March 22, 2019, which contains the media release entitled "Annual Report 2018";
- (6) the Form 20-F of Credit Suisse AG and Credit Suisse Group AG filed with the SEC on March 22, 2019, which contains the 2018 Annual Report of the Group (the "**Annual Report 2018**");
- (7) the Form 20-F of Credit Suisse AG and Credit Suisse Group AG filed with the SEC on March 23, 2018, which contains the 2017 Annual Report of the Group (the "**Annual Report 2017**"); and
- (8) the Articles of Association of Credit Suisse Group AG (available on the website at www.credit-suisse.com).

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Information Memorandum will be deemed to be modified or superseded to the extent that a statement contained herein or any other supplement (or contained in any document incorporated by reference therein) prepared and filed by the Issuer after the date the incorporated information was filed (including later-dated reports listed above). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Information Memorandum.

Copies of documents incorporated by reference in this Information Memorandum as well as this Information Memorandum and any supplements thereto, if any, are available free of charge in Switzerland at the office of Credit Suisse AG, Uetlibergstrasse 231, CH - 8070 Zurich, Switzerland, (telephone: +41 (0) 44 333 31 60, facsimile: +41 (0) 44 333 57 79 or email: newissues.fixedincome@credit-suisse.com). Copies of documents incorporated by reference in this Information Memorandum can also be obtained, free of charge, from the registered office of the Issuer and on the website of the Issuer (www.credit-suisse.com).

The Issuer files periodic reports and other information with the SEC. A copy of the documents filed by the Issuer with the SEC may be obtained either on the SEC's website at www.sec.gov or on the website of the Issuer at <http://www.credit-suisse.com/corporate/en/investor-relations/financial-and-regulatory-disclosures/sec>

filings.html. Information (other than the above-mentioned information incorporated by reference) contained on the website of the Issuer is not incorporated by reference in this Information Memorandum.

INFORMATION REGARDING THE CET1 RATIO AND SWISS CAPITAL RATIOS

As explained in more detail in the “Terms and Conditions of the Notes—Write-down”, a Contingency Event will occur and the full principal amount of the Notes will be automatically and permanently written-down to zero, if, CSG notifies Holders that, as at any Reporting Date, the CET1 Ratio as contained in the relevant Financial Report was below 7 per cent.; provided, however, that no Contingency Event Notice shall be given, and no Contingency Event in relation thereto shall be deemed to have occurred if the Regulator, at the request of CSG, has agreed on or prior to the publication of the relevant Financial Report that a Write-down shall not occur because it is satisfied that actions, circumstances or events have had, or imminently will have, the effect of restoring the CET1 Ratio to a level above 7 per cent. that the Regulator and CSG deem, in their absolute discretion, to be adequate at such time.

The following information from “Regulatory Framework” through (and including) “Shareholders’ Equity” below regarding CSG’s and Credit Suisse AG’s capital ratios and metrics and the relevant regulatory framework has been extracted from the Financial Report 2Q19, which is incorporated by reference herein. For purposes of this section, unless the context otherwise requires, the terms “Credit Suisse”, “the Group”, “we”, “us” and “our” mean CSG and its consolidated subsidiaries. The term “the Bank” is used in this section when reference is being made to only Credit Suisse AG and its consolidated subsidiaries. The business of the Bank is substantially similar to the Group, and these terms are used in this section to refer to both when the subject is the same or substantially similar. Capitalised terms defined in the Financial Report 2Q19 and not otherwise defined in this section shall have the same meaning when used in this section.

Regulatory Framework

Credit Suisse is subject to the Basel III framework, as implemented in Switzerland, as well as Swiss legislation and regulations for systemically important banks (“**Swiss Requirements**”), which include capital, liquidity, leverage and large exposure requirements and rules for emergency plans designed to maintain systemically relevant functions in the event of threatened insolvency.

References to phase-in and look-through included herein refer to Basel III capital requirements and Swiss Requirements. Phase-in reflects that, for the years 2013 - 2022, there is a phase-out of certain capital instruments. Look-through assumes the phase-out of certain capital instruments. Our capital metrics fluctuate during any reporting period in the ordinary course of business.

Refer to “*Capital management*” in “*III—Treasury, Risk, Balance sheet and Off-balance sheet*” in the Annual Report 2018 for further information.

BIS Requirements

The Basel Committee on Banking Supervision (“**BCBS**”), the standard setting committee within the Bank for International Settlements (“**BIS**”), issued the Basel III framework, with higher minimum capital requirements and conservation and countercyclical buffers, revised risk-based capital measures, a leverage ratio and liquidity standards. The framework was designed to strengthen the resilience of the banking sector and requires banks to hold more capital, mainly in the form of common equity. The new capital standards became fully effective on January 1, 2019 for those countries that have adopted Basel III.

Refer to “*BIS requirements*” in “*III—Treasury, Risk, Balance sheet and Off-balance sheet—Capital management*” in the Credit Suisse Annual Report 2018 for a detailed discussion of the BIS requirements.

Swiss Requirements

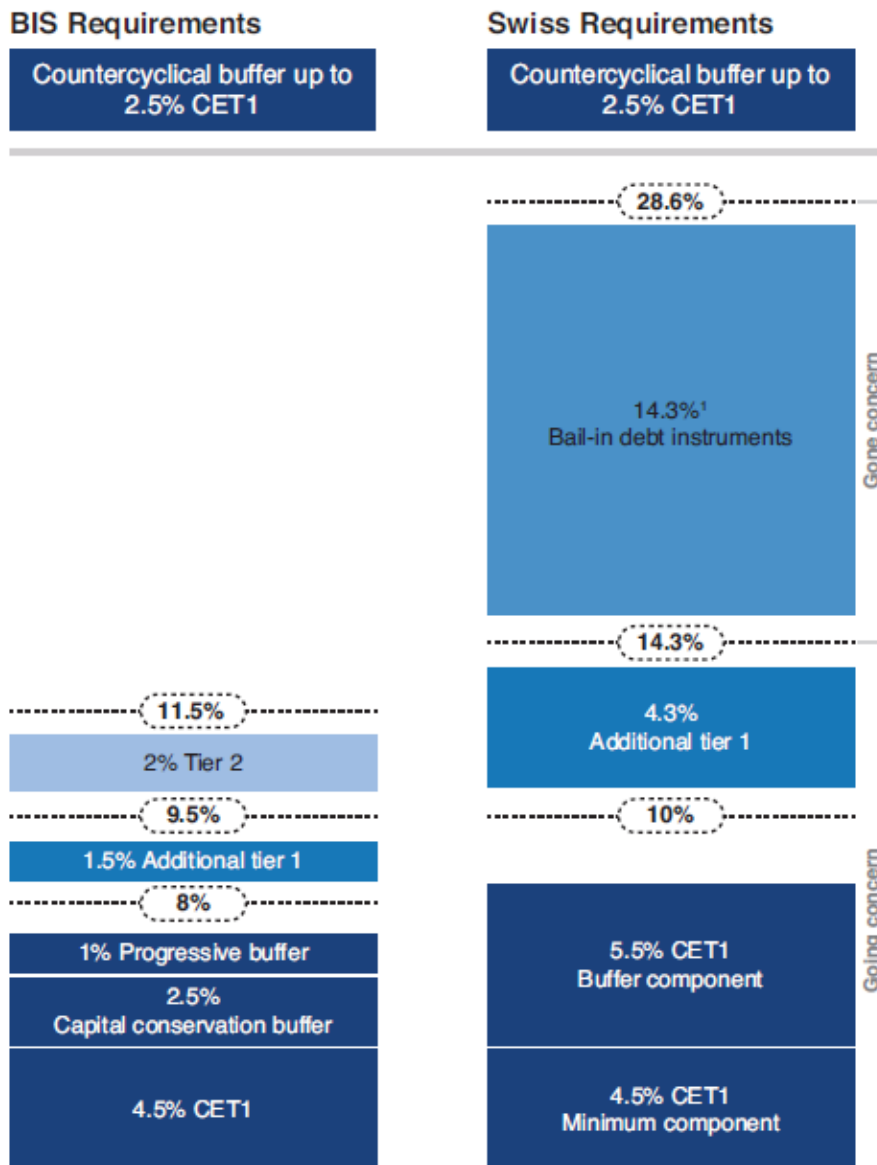
The legislation implementing the Basel III framework in Switzerland in respect of capital requirements for systemically relevant banks, including Credit Suisse, goes beyond the Basel III minimum standards for systemically relevant banks.

Under the Capital Adequacy Ordinance, Swiss banks classified as systemically important banks operating internationally, such as Credit Suisse, are subject to two different minimum requirements for loss-absorbing

capacity: G-SIBs must hold sufficient capital that absorbs losses to ensure continuity of service (going concern requirement) and they must issue sufficient debt instruments to fund an orderly resolution without recourse to public resources (gone concern requirement).

Going concern capital and gone concern capital together form our TLAC. The going concern and gone concern requirements are generally aligned with the Financial Stability Board’s total loss-absorbing capacity standard.

Capital frameworks for Credit Suisse



(1) Does not include any rebates for resolvability and for certain tier 2 low-trigger instruments recognized in gone concern capital.

Both the going concern and the gone concern requirements are subject to a phase-in, with gradually increasing requirements as well as grandfathering provisions for certain outstanding instruments and have to be fully applied by January 1, 2020.

Additionally, there are FINMA decrees that apply to Credit Suisse, as a systemically important bank operating internationally, including capital adequacy requirements as well as liquidity and risk diversification requirements.

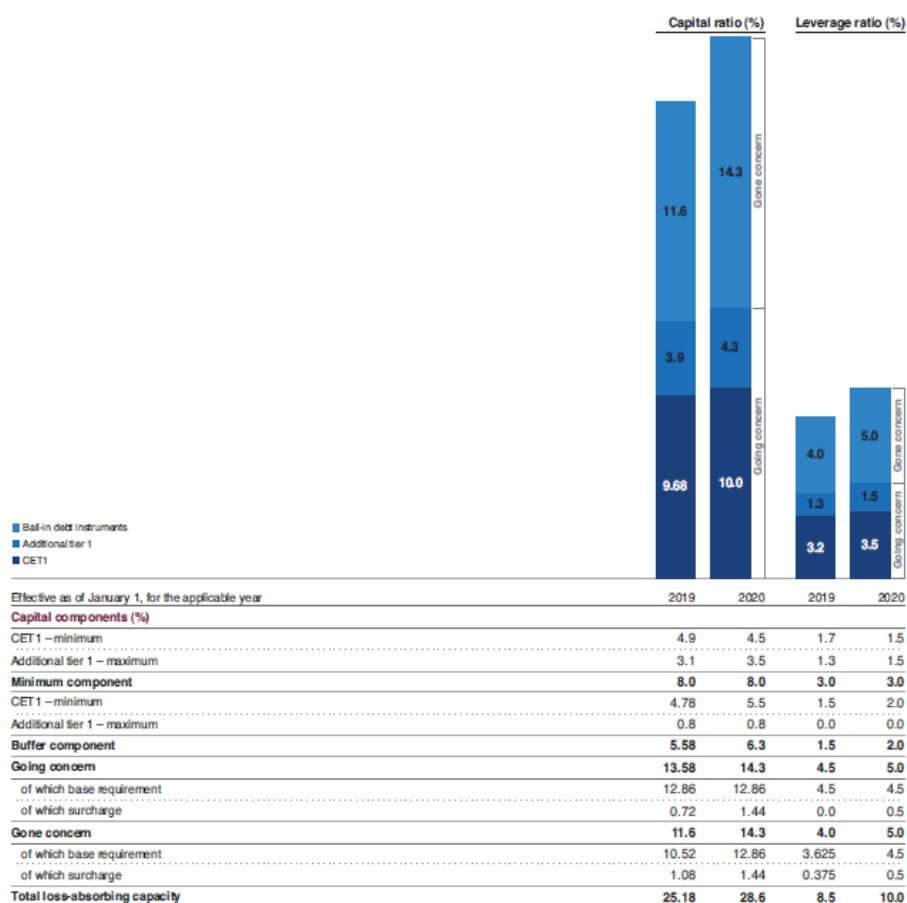
Refer to “Swiss Requirements” in “III—Treasury, Risk, Balance sheet and Off-balance sheet—Capital Management” in the Annual Report 2018 for a detailed discussion of the Swiss Requirements.

Other Regulatory Disclosures

In connection with the implementation of Basel III, certain regulatory disclosures for the Group and certain of its subsidiaries are required. The Group’s Pillar 3 disclosure, regulatory disclosures, additional information on capital instruments, including the main features and terms and conditions of regulatory capital instruments and total loss-absorbing capacity-eligible instruments that form part of the eligible capital base and total loss-absorbing capacity resources, G-SIB financial indicators, reconciliation requirements, leverage ratios and certain liquidity disclosures as well as regulatory disclosures for subsidiaries can be found on our website.

Refer to credit-suisse.com/regulatorydisclosures for additional information.

Swiss capital and leverage phase-in requirements for Credit Suisse



Does not include the effects of the countercyclical buffers and any rebates for resolvability and for certain tier 2 low-trigger instruments recognized in gone concern capital. As of the end of 2019, the Swiss countercyclical buffer for the Group and the Bank was CHF 541 million, which is equivalent to 0.2% of CET1 capital, and the required extended countercyclical buffer was insignificant. As of the end of 2019, the rebate for resolvability relating to the Group and the Bank’s capital ratios was 1.856%, resulting in a gone concern requirement of 9.744%, and 0.64% relating to the leverage ratios, resulting in a gone concern leverage requirement of 3.36%.

Regulatory Developments

In June 2019, the BCBS released a revised framework regarding the treatment of client-cleared derivatives for purposes of the leverage ratio and a revision of the leverage ratio disclosure requirements as part of the Pillar 3 framework. The revision regarding the treatment of client-cleared derivatives aims to align the leverage ratio measurement of client-cleared derivatives with the standardised approach to measuring counterparty credit risk exposures as applied for risk-based capital requirements. Additionally, the revised leverage ratio disclosure requirements set out additional obligations for banks to disclose their leverage ratios based on quarter-end and on daily average values of securities financing transactions. Both revisions will be applicable to the version of the leverage ratio standard that will enter into effect on January 1, 2022.

Capital Instruments

Issuances and redemptions

	Currency	Par value at issuance (million)	Coupon rate (%)	Description	Year of maturity
Issuances—callable bail-in instruments					
Second quarter of 2019	USD	100	floored floating rate	Senior notes	2023
	USD	130	4.7	Senior notes	2049
	EUR	100	1.59 ⁽¹⁾	Senior notes	2030
	EUR	1,000 ⁽²⁾	1.0	Senior notes	2027
	USD	130	4.5	Senior notes	2049
July 2019 to date	EUR	500 ⁽²⁾	1.0	Senior notes	2027
Issuances—high-trigger capital instruments					
Second quarter of 2019	SGD	750	5.625	Perpetual tier 1 contingent capital notes	—

(1) Stepping down to 1.19%.

(2) In July 2019, the offering was re-opened and the aggregate principal amount was increased from EUR 1,000 million to EUR 1,500 million.

Higher Trigger Capital Amount

The capital ratio write-down triggers for certain of our outstanding capital instruments take into account the fact that other outstanding capital instruments that contain relatively higher capital ratios as part of their trigger feature are expected to convert into equity or be written down prior to the write-down of such capital instruments. The amount of additional capital that is expected to be contributed by such conversion into equity or write-down is referred to as the “**Higher Trigger Capital Amount.**”

With respect to the capital instruments that specify a trigger event if the CET1 ratio were to fall below 5.125%, the Higher Trigger Capital Amount was CHF 6.3 billion and the Higher Trigger Capital Ratio (i.e., the ratio of the Higher Trigger Capital Amount to the aggregate of all RWA of the Group) was 2.2%, both as of the end of 2Q19.

With respect to the capital instruments that specify a trigger event if the CET1 ratio were to fall below 5%, the Higher Trigger Capital Amount was CHF 11.0 billion and the Higher Trigger Capital Ratio was 3.8%, both as of the end of 2Q19.

Refer to the table “*Information regarding the CET1 Ratio and Swiss Capital Ratios—BIS capital metrics*” below for further information on the BIS metrics used to calculate such measures.

Refer to “*Higher Trigger Capital Amount*” in “*III—Treasury, Risk, Balance sheet and Off-balance sheet—Capital management—Capital instruments*” in the Annual Report 2018 for further information on the Higher Trigger Capital Amount.

BIS Capital Metrics

BIS capital metrics—Group

end of	Phase-in				Look-through			
	2Q19	1Q19	4Q18	% change QoQ	2Q19	1Q19	4Q18	% change QoQ
Capital and risk-weighted assets (CHF million)								
CET1 capital	36,394	36,556	35,824	0	36,394	36,556	35,824	0
Tier 1 capital	47,397	47,032	46,040	1	47,397	47,032	46,040	1
Total eligible capital	51,298	50,939	50,239	1	50,926	50,569	49,548	1
Risk-weighted assets	290,798	290,098	284,582	0	290,798	290,098	284,582	0
Capital ratios (%)								
CET1 ratio	12.5	12.6	12.6	—	12.5	12.6	12.6	—
Tier 1 ratio	16.3	16.2	16.2	—	16.3	16.2	16.2	—
Total capital ratio	17.6	17.6	17.7	—	17.5	17.4	17.4	—

Eligible capital—Group

end of	Phase-in				Look-through			
	2Q19	1Q19	4Q18	% change QoQ	2Q19	1Q19	4Q18	% change QoQ
Eligible capital (CHF million)								
Total shareholders' equity	43,673	43,825	43,922	0	43,673	43,825	43,922	0
Regulatory adjustments ⁽¹⁾	(247)	(566)	(643)	(56)	(247)	(566)	(643)	(56)
Adjustments phased-in								
Goodwill ⁽²⁾	(4,732)	(4,803)	(4,762)	(1)	(4,732)	(4,803)	(4,762)	(1)
Other intangible assets ⁽²⁾	(44)	(45)	(47)	(2)	(44)	(45)	(47)	(2)
Deferred tax assets that rely on future profitability	(1,678)	(1,614)	(1,647)	4	(1,678)	(1,614)	(1,647)	4
Shortfall of provisions to expected losses	(500)	(457)	(461)	9	(500)	(457)	(461)	9
(Gains)/losses due to changes in own credit on fair-valued liabilities	2,283	2,029	804	13	2,283	2,029	804	13
Defined benefit pension assets ⁽²⁾	(2,236)	(1,515)	(1,374)	48	(2,236)	(1,515)	(1,374)	48
Investments in own shares	(74)	(304)	(32)	(76)	(74)	(304)	(32)	(76)
Other adjustments ⁽³⁾	(51)	6	64	—	(51)	6	64	—
Adjustments phased-in⁽⁴⁾	(7,032)	(6,703)	(7,455)	5	(7,032)	(6,703)	(7,455)	5
CET1 capital	36,394	36,556	35,824	0	36,394	36,556	35,824	0
High-trigger capital instruments (7% trigger)	6,256	5,752	5,615	9	6,256	5,752	5,615	9
Low-trigger capital instruments (5.125% trigger)	4,747	4,724	4,601	0	4,747	4,724	4,601	0
Additional tier 1 capital	11,003	10,476	10,216	5	11,003	10,476	10,216	5
Tier 1 capital	47,397	47,032	46,040	1	47,397	47,032	46,040	1
Tier 2 low-trigger capital instruments (5% trigger)	3,529	3,537	3,508	0	3,529	3,537	3,508	0
Tier 2 instruments subject to phase-out	372	370	691	1	—	—	—	—
Tier 2 capital	3,901	3,907	4,199	0	3,529	3,537	3,508	0
Total eligible capital	51,298	50,939	50,239	1	50,926	50,569	49,548	1

(1) Includes regulatory adjustments not subject to phase-in, including a cumulative dividend accrual.

(2) Net of deferred tax liability.

(3) Includes cash flow hedge reserve.

(4) Reflects 100% phased-in deductions since 2018, including goodwill, other intangible assets and certain deferred tax assets.

Our CET1 ratio was 12.5% as of the end of 2Q19, a decrease compared to 12.6% as of the end of 1Q19. Our tier 1 ratio was 16.3% as of the end of 2Q19, an increase compared to 16.2% as of the end of 1Q19. Our total capital ratio was 17.6% as of the end of 2Q19, stable compared to the end of 1Q19. CET1 capital was CHF 36.4 billion as of the end of 2Q19, stable compared to the end of 1Q19, mainly reflecting the net income

attributable to shareholders offset by a negative foreign exchange impact, the settlement of share plan obligations and the repurchase of shares under the share buyback program.

Additional tier 1 capital was CHF 11.0 billion as of the end of 2Q19, an increase compared to CHF 10.5 billion as of the end of 1Q19, mainly reflecting the issuance of high-trigger additional tier 1 capital notes. Tier 2 capital was CHF 3.9 billion as of the end of 2Q19, stable compared to the end of 1Q19.

Total eligible capital was CHF 51.3 billion as of the end of 2Q19, an increase compared to CHF 50.9 billion as of the end of 1Q19, primarily reflecting higher additional tier 1 capital.

Capital movement—Group

<u>2Q19</u>	<u>Phase-in</u>	<u>Look-through</u>
CET1 capital (CHF million)		
Balance at beginning of period	36,556	36,556
Net income attributable to shareholders	937	937
Foreign exchange impact	(480) ⁽¹⁾	(480)
Repurchase of shares under the share buyback program	(225)	(225)
Other ⁽²⁾	(394)	(394)
Balance at end of period	36,394	36,394
Additional tier 1 capital (CHF million)		
Balance at beginning of period	10,476	10,476
Foreign exchange impact	(196)	(196)
Issuances	543	543
Other	180 ⁽³⁾	180
Balance at end of period	11,003	11,003
Tier 2 capital (CHF million)		
Balance at beginning of period	3,907	3,537
Foreign exchange impact	(59)	(52)
Other	53	44
Balance at end of period	3,901	3,529
Eligible capital (CHF million)		
Balance at end of period	51,298	50,926

(1) Includes US GAAP cumulative translation adjustments and the foreign exchange impact on regulatory CET1 adjustments.

(2) Includes the net effect of share-based compensation and pensions, the impact of a dividend accrual and a change in other regulatory adjustments (e.g., the net regulatory impact of (gains)/losses on fair-valued financial liabilities due to changes in own credit risk).

(3) Primarily reflects valuation impacts.

Risk-weighted Assets

Our balance sheet positions and off-balance sheet exposures translate into RWA, which are categorised as credit, market and operational RWA. When assessing RWA, it is not the nominal size, but rather the nature (including risk mitigation such as collateral or hedges) of the balance sheet positions or off-balance sheet exposures that determines the RWA.

Refer to “*Risk-weighted assets*” in “*III—Treasury, Risk, Balance sheet and Off-balance sheet—Capital Management*” in the Annual Report 2018 for a detailed discussion of RWA.

For capital purposes, FINMA, in line with BIS requirements, uses a multiplier to impose an increase in market risk capital for every regulatory value-at-risk (“**VaR**”) backtesting exception above four in the prior rolling 12-month period. In 2Q19, our market risk capital multiplier remained at FINMA and BIS minimum levels and we did not experience an increase in market risk capital.

Refer to “*Market risk review*” in “*II—Treasury, risk, balance sheet and off-balance sheet—Risk management*” in the Financial Report 2Q19 for further information.

RWA were CHF 290.8 billion as of the end of 2Q19, stable compared to the end of 1Q19, mainly reflecting increases from external model and parameter updates and movement in risk levels, both mainly in credit risk. These increases were offset by a foreign exchange impact.

Excluding the foreign exchange impact, the increase in credit risk was primarily driven by external model and parameter updates and increases related to movements in risk levels attributable to book size, partially offset by a decrease in risk levels attributable to book quality. External model and parameter updates mainly reflected a FINMA-mandated buffer related to the ship finance rating model in International Wealth Management, the impact of the de-recognition of certain hedging transactions in Investment Banking & Capital Markets, Corporate Center and Global Markets and an additional change from a model approach to a standardised approach for certain loans across all divisions. It also included an additional phase-in of multipliers on income producing real estate (“IPRE”) and non-IPRE exposures, both within Swiss Universal Bank. The increase in risk levels attributable to book size was mainly driven by increases in lending risk exposures in Global Markets, Corporate Center, Swiss Universal Bank and Investment Banking & Capital Markets, and increases in derivatives exposures, mainly in Investment Banking & Capital Markets. These increases were partially offset by decreases in banking book securitisation exposures in Swiss Universal Bank and Global Markets. The decrease in risk levels attributable to book quality was mainly due to a decrease in lending risk in International Wealth Management and Investment Banking & Capital Markets.

Risk-weighted asset movement by risk type—Group

	Swiss Universal Bank	International Wealth Management	Asia Pacific	Global Markets	Investment Banking & Capital Markets	Corporate Center	Total
2Q19							
Credit risk (CHF million)							
Balance at beginning of period	64,781	27,995	27,697	37,161	20,619	24,847	203,100
Foreign exchange impact	(217)	(410)	(515)	(993)	(609)	(402)	(3,146)
Movements in risk levels.....	(275)	266	(731)	852	1,448	374	1,934
of which credit risk—book size ⁽¹⁾	(211)	564	(848)	731	1,796	387	2,419
of which credit risk—book quality ⁽²⁾	(64)	(298)	117	121	(348)	(13)	(485)
Model and parameter updates—internal ⁽³⁾	(205)	35	32	(133)	(13)	(12)	(296)
Model and parameter updates—external ⁽⁴⁾	412	867	201	382	577	452	2,891
Balance at end of period	64,496	28,753	26,684	37,269	22,022	25,259	204,483
Market risk (CHF million)							
Balance at beginning of period	1,230	1,672	2,947	7,901	136	2,637	16,523
Foreign exchange impact	(21)	(30)	(54)	(174)	(3)	(46)	(328)
Movements in risk levels.....	(125)	(358)	174	223	42	(125)	(169)
Model and parameter updates—internal ⁽³⁾	(3)	216	(117)	(1)	0	(50)	45
Model and parameter updates—external ⁽⁴⁾	0	0	0	(12)	(105)	(114)	(231)
Balance at end of period	1,081	1,500	2,950	7,937	70	2,302	15,840
Operational risk (CHF million)							
Balance at beginning of period	10,746	12,904	7,182	13,069	4,005	22,569	70,475
Model and parameter updates—internal ⁽³⁾	650	348	193	(129)	15	(1,077)	0
Balance at end of period	11,396	13,252	7,375	12,940	4,020	21,492	70,475
Total (CHF million)							
Balance at beginning of period	76,757	42,571	37,826	58,131	24,760	50,053	290,098
Foreign exchange impact	(238)	(440)	(569)	(1,167)	(612)	(448)	(3,474)
Movements in risk levels.....	(400)	(92)	(557)	1,075	1,490	249	1,765
Model and parameter updates—internal ⁽³⁾	442	599	108	(263)	2	(1,139)	(251)
Model and parameter updates—external ⁽⁴⁾	412	867	201	370	472	338	2,660
Balance at end of period	76,973	43,505	37,009	58,146	26,112	49,053	290,798

(1) Represents changes in portfolio size.

(2) Represents changes in average risk weighting across credit risk classes.

(3) Represents movements arising from internally driven updates to models and recalibrations of model parameters specific only to Credit Suisse.

(4) Represents movements arising from externally mandated updates to models and recalibrations of model parameters specific only to Credit Suisse.

Excluding the foreign exchange impact, the decrease in market risk was primarily driven by external model and parameter updates and decreases related to movements in risk levels. External model and parameter updates mainly reflected a change in approach for derivative positions from trading book securitisation to banking book securitisation in the Corporate Center and Investment Banking & Capital Markets. The decreases related to movements in risk levels were primarily in International Wealth Management, Swiss Universal Bank and Corporate Center.

Operational risk was stable. Internal model and parameter updates reflected updated operational risk allocation keys, resulting in lower operational RWA in the Corporate Center and Global Markets and higher operational RWA in Swiss Universal Bank, International Wealth Management and Asia Pacific.

Risk-weighted assets—Group

<u>end of</u>	<u>Swiss Universal Bank</u>	<u>International Wealth Management</u>	<u>Asia Pacific</u>	<u>Global Markets</u>	<u>Investment Banking & Capital Markets</u>	<u>Strategic Resolution Unit⁽¹⁾</u>	<u>Corporate Center⁽¹⁾</u>	<u>Group</u>
2Q19 (CHF million)								
Credit risk	64,496	28,753	26,684	37,269	22,022	—	25,259	204,483
Market risk	1,081	1,500	2,950	7,937	70	—	2,302	15,840
Operational risk	11,396	13,252	7,375	12,940	4,020	—	21,492	70,475
Risk-weighted assets	76,973	43,505	37,009	58,146	26,112	—	49,053	290,798
4Q18 (CHF million)								
Credit risk	63,280	26,604	27,102	35,380	20,498	5,834	16,201	194,899
Market risk	1,315	1,669	3,507	9,158	200	1,305	1,489	18,643
Operational risk	11,880	11,843	6,547	14,478	3,492	10,787	12,013	71,040
Risk-weighted assets	76,475	40,116	37,156	59,016	24,190	17,926	29,703	284,582

(1) Beginning in 2019, the Strategic Resolution Unit has ceased to exist as a separate division of the Group. The residual portfolio remaining as of December 31, 2018 is now managed in an Asset Resolution Unit and is separately disclosed within the Corporate Center.

Leverage Metrics

Credit Suisse has adopted the BIS leverage ratio framework, as issued by the BCBS and implemented in Switzerland by FINMA. Under the BIS framework, the leverage ratio measures tier 1 capital against the end-of-period exposure. As used herein, leverage exposure consists of period-end balance sheet assets and prescribed regulatory adjustments. The leverage exposure was CHF 897.9 billion as of the end of 2Q19, stable compared to the end of 1Q19, mainly reflecting a decrease in the Group's balance sheet assets, primarily reflecting a negative foreign exchange translation impact, offset by an increase from securities financing transactions.

Refer to “Balance sheet and off-balance sheet” in “II—Treasury, risk, balance sheet and off-balance sheet” in the Financial Report 2Q19 for further information on the reduction in the Group's consolidated balance sheet.

Leverage exposure—Group

<u>end of</u>	<u>2Q19</u>	<u>1Q19</u>	<u>4Q18</u>
Leverage exposure (CHF million)			
Swiss Universal Bank	261,165	259,380	255,480
International Wealth Management	101,263	100,552	98,556
Asia Pacific	112,060	110,684	106,375
Global Markets	254,198	259,420	245,664
Investment Banking & Capital Markets	42,846	42,161	40,485
Strategic Resolution Unit ⁽¹⁾	—	—	29,579
Corporate Center ⁽¹⁾	126,384	129,617	105,247
Leverage exposure	897,916	901,814	881,386

(1) Beginning in 2019, the Strategic Resolution Unit has ceased to exist as a separate division of the Group. The residual portfolio remaining as of December 31, 2018 is now managed in an Asset Resolution Unit and is separately disclosed within the Corporate Center.

BIS leverage ratios—Group

The CET1 leverage ratio was 4.1% as of the end of 2Q19, stable compared to the end of 1Q19. The tier 1 leverage ratio was 5.3% as of the end of 2Q19, an increase compared to 5.2% as of the end of 1Q19.

Leverage exposure components—Group

end of	Phase-in				Look-through			
	2Q19	1Q19	4Q18	% change QoQ	2Q19	1Q19	4Q18	% change QoQ
Leverage exposure (CHF million)								
Balance sheet assets.....	784,216	793,636	768,916	(1)	784,216	793,636	768,916	(1)
Adjustments								
Difference in scope of consolidation and tier 1 capital deductions ⁽¹⁾	(14,099)	(13,280)	(12,655)	6	(14,099)	(13,280)	(12,655)	6
Derivative financial instruments.....	74,518	75,806	73,110	(2)	74,518	75,806	73,110	(2)
Securities financing transactions.....	(35,025)	(40,169)	(32,278)	(13)	(35,025)	(40,169)	(32,278)	(13)
Off-balance sheet exposures.....	88,306	85,821	84,293	3	88,306	85,821	84,293	3
Total adjustments.....	113,700	108,178	112,470	5	113,700	108,178	112,470	5
Leverage exposure.....	897,916	901,814	881,386	0	897,916	901,814	881,386	0

(1) Includes adjustments for investments in banking, financial, insurance or commercial entities that are consolidated for accounting purposes but outside the scope of regulatory consolidation and tier 1 capital deductions related to balance sheet assets.

BIS leverage metrics—Group

end of	Phase-in				Look-through			
	2Q19	1Q19	4Q18	% change QoQ	2Q19	1Q19	4Q18	% change QoQ
Capital and leverage exposure (CHF million)								
CET1 capital.....	36,394	36,556	35,824	0	36,394	36,556	35,824	0
Tier 1 capital.....	47,397	47,032	46,040	1	47,397	47,032	46,040	1
Leverage exposure.....	897,916	901,814	881,386	0	897,916	901,814	881,386	0
Leverage ratios (%)								
CET1 leverage ratio.....	4.1	4.1	4.1	—	4.1	4.1	4.1	—
Tier 1 leverage ratio.....	5.3	5.2	5.2	—	5.3	5.2	5.2	—

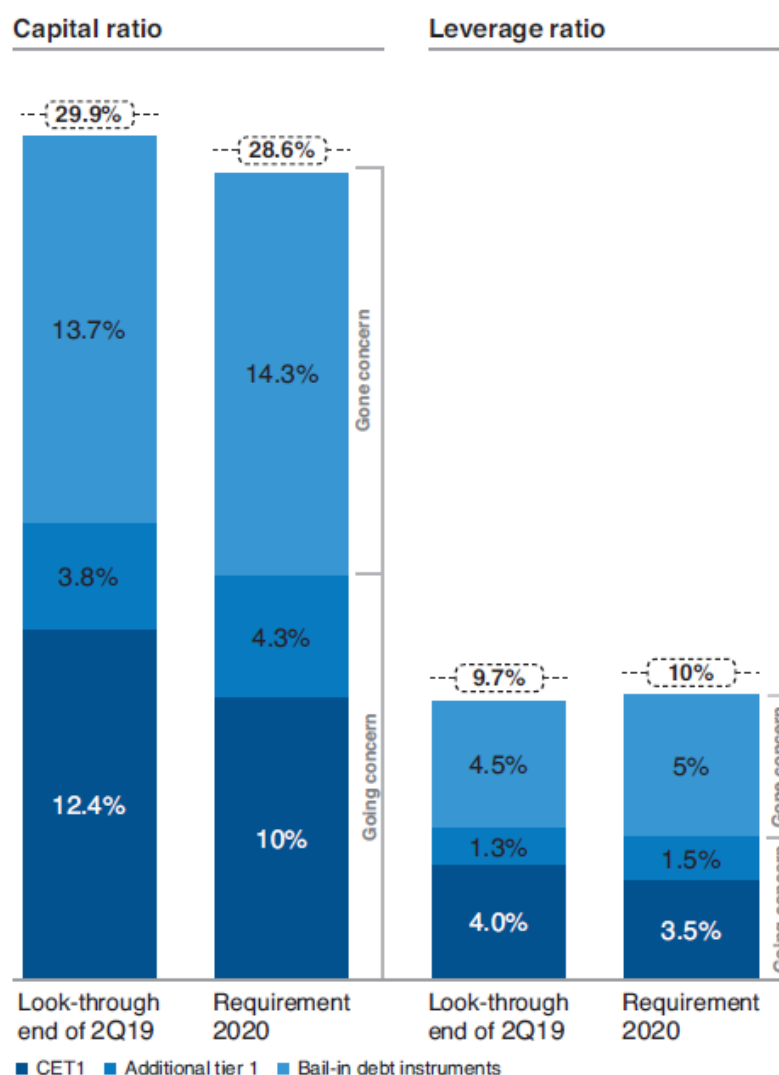
Swiss Metrics

Swiss capital metrics

As of the end of 2Q19, our Swiss CET1 ratio was 12.4%, our going concern capital ratio was 17.4%, our gone concern capital ratio was 12.7% and our TLAC ratio was 30.1%.

On a look-through basis, as of the end of 2Q19, our Swiss CET1 capital was CHF 36.2 billion and our Swiss CET1 ratio was 12.4%. Our going concern capital was CHF 47.2 billion and our going concern capital ratio was 16.2%. Our gone concern capital was CHF 40.0 billion and our gone concern capital ratio was 13.7%. Our total loss-absorbing capacity was CHF 87.2 billion and our TLAC ratio was 29.9%.

Swiss capital and leverage ratios for Credit Suisse



Rounding differences may occur. Does not include the effects of the countercyclical buffers and any rebates for resolvability and for certain tier 2 low-trigger instruments recognized in gone concern capital.

Swiss capital metrics—Group

end of	Phase-in				Look-through			
	2Q19	1Q19	4Q18	% change QoQ	2Q19	1Q19	4Q18	% change QoQ
Swiss capital and risk-weighted assets (CHF million)								
Swiss CET1 capital	36,240	36,422	35,719	0	36,240	36,422	35,719	0
Going concern capital	50,772	50,434	49,443	1	47,243	46,897	45,935	1
Gone concern capital	36,975	36,466	35,678	1	39,997	39,495	37,909	1
Total loss-absorbing capacity (TLAC)	87,747	86,900	85,121	1	87,240	86,392	83,844	1
Swiss risk-weighted assets	291,438	290,729	285,193	0	291,438	290,729	285,193	0
Swiss capital ratios (%)								
Swiss CET1 ratio	12.4	12.5	12.5	—	12.4	12.5	12.5	—
Going concern capital ratio	17.4	17.3	17.3	—	16.2	16.1	16.1	—
Gone concern capital ratio	12.7	12.5	12.5	—	13.7	13.6	13.3	—
TLAC ratio	30.1	29.9	29.8	—	29.9	29.7	29.4	—

Swiss capital and risk-weighted assets—Group

end of	Phase-in				Look-through			
	2Q19	1Q19	4Q18	% change QoQ	2Q19	1Q19	4Q18	% change QoQ
Swiss capital (CHF million)								
CET1 capital—BIS	36,394	36,556	35,824	0	36,394	36,556	35,824	0
Swiss regulatory adjustments ⁽¹⁾	(154)	(134)	(105)	15	(154)	(134)	(105)	15
Swiss CET1 capital	36,240	36,422	35,719	0	36,240	36,422	35,719	0
Additional tier 1 high-trigger capital instruments.....	6,256	5,751	5,615	9	6,256	5,751	5,615	9
Grandfathered capital instruments.....	8,276	8,261	8,109	0	4,747	4,724	4,601	0
of which additional tier 1 low-trigger capital instruments.....	4,747	4,724	4,601	0	4,747	4,724	4,601	0
of which tier 2 low-trigger capital instruments.....	3,529	3,537	3,508	0	—	—	—	—
Swiss additional tier 1 capital	14,532	14,012	13,724	4	11,003	10,475	10,216	5
Going concern capital	50,772	50,434	49,443	1	47,243	46,897	45,935	1
Bail-in debt instruments	35,945	35,435	33,892	1	35,945	35,435	33,892	1
Tier 2 instruments subject to phase-out	373	370	691	1	—	—	—	—
Tier 2 amortization component	657	661	1,095	(1)	523	523	509	0
Tier 2 low-trigger capital instruments	—	—	—	—	3,529	3,537	3,508	—
Gone concern capital	36,975	36,466	35,678	1	39,997	39,495	37,909	1
Total loss-absorbing capacity	87,747	86,900	85,121	1	87,240	86,392	83,844	1
Risk-weighted assets (CHF million)								
Risk-weighted assets—BIS	290,798	290,098	284,582	0	290,798	290,098	284,582	0
Swiss regulatory adjustments ⁽²⁾	640	631	611	1	640	631	611	1
Swiss risk-weighted assets	291,438	290,729	285,193	0	291,438	290,729	285,193	0

(1) Includes adjustments for certain unrealized gains outside the trading book.

(2) Primarily includes differences in the credit risk multiplier.

Swiss leverage metrics—Group

end of	Phase-in				Look-through			
	2Q19	1Q19	4Q18	% change QoQ	2Q19	1Q19	4Q18	% change QoQ
Swiss capital and leverage exposure (CHF million)								
Swiss CET1 capital	36,240	36,422	35,719	0	36,240	36,422	35,719	0
Going concern capital	50,772	50,434	49,443	1	47,243	46,897	45,935	1
Gone concern capital	36,975	36,466	35,678	1	39,997	39,495	37,909	1
Total loss-absorbing capacity.....	87,747	86,900	85,121	1	87,240	86,392	83,844	1
Leverage exposure	897,916	901,814	881,386	0	897,916	901,814	881,386	0
Swiss leverage ratios (%)								
Swiss CET1 leverage ratio	4.0	4.0	4.1	—	4.0	4.0	4.1	—
Going concern leverage ratio	5.7	5.6	5.6	—	5.3	5.2	5.2	—
Gone concern leverage ratio.....	4.1	4.0	4.0	—	4.5	4.4	4.3	—
TLAC leverage ratio	9.8	9.6	9.7	—	9.7	9.6	9.5	—

Rounding differences may occur.

Swiss leverage metrics

The leverage exposure used in the Swiss leverage ratios is measured on the same period-end basis as the leverage exposure for the BIS leverage ratio. As of the end of 2Q19, our Swiss CET1 leverage ratio was 4.0%, our going concern leverage ratio was 5.7%, our gone concern leverage ratio was 4.1% and our TLAC leverage ratio was 9.8%. On a look-through basis, as of the end of 2Q19, our Swiss CET1 leverage ratio was 4.0%, our going concern leverage ratio was 5.3%, our gone concern leverage ratio was 4.5% and our TLAC leverage ratio was 9.7%.

Bank Regulatory Disclosures

The following capital, RWA and leverage disclosures apply to the Bank. The business of the Bank is substantially the same as that of the Group, including business drivers and trends relating to capital, RWA and leverage metrics.

Refer to “*Information regarding the CET1 Ratio and Swiss Capital Ratios—BIS Capital Metrics*”, “*—Risk-Weighted Assets*”, “*—Leverage Metrics*” and “*—Swiss Metrics*” for further information.

BIS capital metrics—Bank

<u>end of</u>				Phase-in
	2Q19	1Q19	4Q18	% change QoQ
Capital and risk-weighted assets (CHF million)				
CET1 capital	40,450	40,211	38,915	1
Tier 1 capital	50,516	49,756	48,231	2
Total eligible capital	54,417	53,663	52,431	1
Risk-weighted assets	291,410	291,199	286,081	0
Capital ratios (%)				
CET1 ratio	13.9	13.8	13.6	—
Tier 1 ratio	17.3	17.1	16.9	—
Total capital ratio	18.7	18.4	18.3	—

Eligible capital and risk-weighted assets—Bank

<u>end of</u>				Phase-in
	2Q19	1Q19	4Q18	% change QoQ
Eligible capital (CHF million)				
Total shareholders' equity	45,322	45,570	45,296	(1)
Regulatory adjustments ⁽¹⁾	(28)	(64)	(49)	(56)
Adjustments phased-in ⁽²⁾	(4,844)	(5,295)	(6,332)	(9)
CET1 capital	40,450	40,211	38,915	1
Additional tier 1 instruments	10,066 ⁽³⁾	9,545	9,316	5
Additional tier 1 capital	10,066	9,545	9,316	5
Tier 1 capital	50,516	49,756	48,231	2
Tier 2 low-trigger capital instruments (5% trigger)	3,529	3,537	3,508	0
Tier 2 instruments subject to phase-out	372	370	692	1
Tier 2 capital	3,901	3,907	4,200	0
Total eligible capital	54,417	53,663	52,431	1
Risk-weighted assets by risk type (CHF million)				
Credit risk	205,095	204,201	196,398	0
Market risk	15,840	16,523	18,643	(4)
Operational risk	70,475	70,475	71,040	0
Risk-weighted assets	291,410	291,199	286,081	0

(1) Includes regulatory adjustments not subject to phase-in, including a cumulative dividend accrual.

(2) Reflects 100% phased-in deductions since 2018, including goodwill, other intangible assets and certain deferred tax assets.

(3) Consists of high-trigger and low-trigger capital instruments. Of this amount, CHF 6.3 billion consists of capital instruments with a capital ratio write-down trigger of 7% and CHF 3.8 billion consists of capital instruments with a capital ratio write-down trigger of 5.125%.

Leverage exposure components—Bank

<u>end of</u>				Phase-in
	2Q19	1Q19	4Q18	%
				change
				QoQ
Leverage exposure (CHF million)				
Balance sheet assets	786,828	796,388	772,069	(1)
Adjustments				
Difference in scope of consolidation and tier 1 capital deductions ⁽¹⁾	(11,819)	(11,806)	(11,493)	0
Derivative financial instruments	74,570	75,934	73,258	(2)
Securities financing transactions	(35,025)	(40,169)	(32,278)	(13)
Off-balance sheet exposures	88,311	85,826	84,298	3
Total adjustments	116,037	109,785	113,785	6
Leverage exposure	902,865	906,173	885,854	0

(1) Includes adjustments for investments in banking, financial, insurance or commercial entities that are consolidated for accounting purposes but outside the scope of regulatory consolidation and tier 1 capital deductions related to balance sheet assets.

BIS leverage metrics—Bank

<u>end of</u>				Phase-in
	2Q19	1Q19	4Q18	%
				change
				QoQ
Capital and leverage exposure (CHF million)				
CET1 capital	40,450	40,211	38,915	1
Tier 1 capital	50,516	49,756	48,231	2
Leverage exposure	902,865	906,173	885,854	0
Leverage ratios (%)				
CET1 leverage ratio	4.5	4.4	4.4	—
Tier 1 leverage ratio	5.6	5.5	5.4	—

Swiss capital metrics—Bank

<u>end of</u>				Phase-in
	2Q19	1Q19	4Q18	%
				change
				QoQ
Swiss capital and risk-weighted assets (CHF million)				
Swiss CET1 capital	40,297	40,077	38,810	1
Going concern capital	53,892	53,159	51,634	1
Gone concern capital	36,984	36,465	35,683	1
Total loss-absorbing capacity	90,876	89,624	87,317	1
Swiss risk-weighted assets	292,040	291,819	286,682	0
Swiss capital ratios (%)				
Swiss CET1 ratio	13.8	13.7	13.5	—
Going concern capital ratio	18.5	18.2	18.0	—
Gone concern capital ratio	12.7	12.5	12.4	—
TLAC ratio	31.1	30.7	30.5	—

Swiss capital and risk-weighted assets—Bank

<u>end of</u>				Phase-in
	2Q19	1Q19	4Q18	% change QoQ
Swiss capital (CHF million)				
CET1 capital—BIS	40,450	40,211	38,915	1
Swiss regulatory adjustments ⁽¹⁾	(153)	(134)	(105)	14
Swiss CET1 capital	40,297	40,077	38,810	1
Additional tier 1 high-trigger capital instruments	6,253	5,753	5,624	9
Grandfathered capital instruments	7,342	7,329	7,200	0
of which additional tier 1 low-trigger capital instruments	3,813	3,792	3,692	1
of which tier 2 low-trigger capital instruments	3,529	3,537	3,508	0
Swiss additional tier 1 capital.....	13,595	13,082	12,824	4
Going concern capital	53,892	53,159	51,634	1
Bail-in debt instruments	35,954	35,434	33,897	1
Tier 2 instruments subject to phase-out	373	370	691	1
Tier 2 amortization component	657	661	1,095	(1)
Gone concern capital	36,984	36,465	35,683	1
Total loss-absorbing capacity	90,876	89,624	87,317	1
Risk-weighted assets (CHF million)				
Risk-weighted assets—BIS	291,410	291,199	286,081	0
Swiss regulatory adjustments ⁽²⁾	630	620	601	2
Swiss risk-weighted assets	292,040	291,819	286,682	0

(1) Includes adjustments for certain unrealized gains outside the trading book.

(2) Primarily includes differences in the credit risk multiplier.

Swiss leverage metrics—Bank

<u>end of</u>				Phase-in
	2Q19	1Q19	4Q18	% change QoQ
Swiss capital and leverage exposure (CHF million)				
Swiss CET1 capital	40,297	40,077	38,810	1
Going concern capital	53,892	53,159	51,634	1
Gone concern capital	36,984	36,465	35,683	1
Total loss-absorbing capacity	90,876	89,624	87,317	1
Leverage exposure	902,865	906,173	885,854	0
Swiss leverage ratios (%)				
Swiss CET1 leverage ratio	4.5	4.4	4.4	—
Going concern leverage ratio	6.0	5.9	5.8	—
Gone concern leverage ratio	4.1	4.0	4.0	—
TLAC leverage ratio	10.1	9.9	9.9	—

Shareholders' Equity

Our total shareholders' equity was CHF 43.7 billion as of the end of 2Q19 compared to CHF 43.8 billion as of the end of 1Q19. Total shareholders' equity was negatively impacted by dividends paid, foreign exchange-related movements on cumulative translation adjustments, transactions relating to the settlement of share-based compensation awards, losses on fair value elected liabilities relating to credit risk and the repurchase of shares under the share buyback program, partially offset by net income attributable to shareholders, net gains from the re-measurement of the Group's defined benefit pension plan assets and liabilities, relating to the introduction of the new Swiss defined contribution plan, and an increase in the share-based compensation obligation.

For 2019, the Board of Directors of the Group approved a share buyback program of Group ordinary shares of up to CHF 1.5 billion. We commenced the 2019 share buyback program on January 14, 2019, and in 2Q19 we repurchased 17.0 million ordinary shares totalling CHF 225 million.

Refer to the “*Consolidated statements of changes in equity (unaudited)*” in “*III—Condensed consolidated financial statements—unaudited*” in the Financial Report 2Q19 for further information on shareholders’ equity.

Shareholders’ equity and share metrics

<u>end of</u>	2Q19	1Q19	4Q18	% change QoQ
Shareholders’ equity (CHF million)				
Common shares	102	102	102	0
Additional paid-in capital	34,219	35,212	34,889	(3)
Retained earnings	28,901	27,964	26,973	3
Treasury shares, at cost	(603)	(580)	(61)	4
Accumulated other comprehensive loss	(18,946)	(18,873)	(17,981)	0
Total shareholders’ equity	43,673	43,825	43,922	0
Goodwill	(4,731)	(4,807)	(4,766)	(2)
Other intangible assets	(216)	(224)	(219)	(4)
Tangible shareholders’ equity⁽¹⁾	38,726	38,794	38,937	0
Shares outstanding (million)				
Common shares issued	2,556.0	2,556.0	2,556.0	0
Treasury shares	(48.2)	(48.2)	(5.4)	0
Shares outstanding	2,507.8	2,507.8	2,550.6	0
Par value (CHF)				
Par value	0.04	0.04	0.04	0
Book value per share (CHF)				
Book value per share	17.42	17.48	17.22	0
Goodwill per share	(1.89)	(1.92)	(1.87)	(2)
Other intangible assets per share	(0.09)	(0.09)	(0.08)	0
Tangible book value per share⁽¹⁾	15.44	15.47	15.27	0

(1) Management believes that tangible shareholders’ equity and tangible book value per share, both non-GAAP financial measures, are meaningful as they are measures used and relied upon by industry analysts and investors to assess valuations and capital adequacy.

TERMS AND CONDITIONS OF THE NOTES

The following (excluding this paragraph) is the text of the terms and conditions that shall be applicable to the Notes.

PART A

The CHF 525,000,000 3.000 per cent. Perpetual Tier 1 Contingent Write-down Capital Notes (“Notes”) are issued by Credit Suisse Group AG (the “Issuer” or “CSG”) and are subject to these terms and conditions (the “Conditions”, which expression shall, unless the context otherwise requires, include the detailed provisions of the pricing schedule relating to the Notes as set forth in Part B of these Conditions (the “Pricing Schedule”). All capitalised terms that are not defined in Part A of these Conditions will have the meanings given to them in the Pricing Schedule, the absence of any such meaning indicating that such term is not applicable to the Notes. In the event of any inconsistency between Part A of these Conditions and the Pricing Schedule, the Pricing Schedule shall prevail. The Notes are issued with the benefit of a Swiss law-governed Agency Agreement (the “Agency Agreement”) dated the Issue Date between the Issuer and Credit Suisse AG, Zurich, Switzerland, as principal paying agent and calculation agent. The principal paying agent, the paying agent(s), the calculation agent(s) and the replacement rate agent(s) in each case appointed from time to time in accordance with the Agency Agreement and these Conditions are referred to in these Conditions, respectively, as the “Principal Paying Agent”, the “Paying Agent(s)” (which expression shall include the Principal Paying Agent), the “Calculation Agent(s)” and the “Replacement Rate Agent(s)” (each such expression shall include any successors or additional such agents as the Issuer may appoint from time to time).

1 Amount, Denomination and Form

(a) *Principal Amount, Specified Currency and Specified Denomination*

The initial aggregate principal amount of the Notes is specified in the Pricing Schedule. The currency in which the Notes are denominated is Swiss francs (the “Specified Currency”). Each Note will be issued in the denomination(s) specified in the Pricing Schedule (the “Specified Denomination”). The principal amount of each Note may be written-down in the circumstances and in the manner described in Condition 7.

(b) *Form*

The Notes are issued as uncertificated securities (*Wertrechte*) in accordance with article 973c of the Swiss Code of Obligations.

The uncertificated securities (*Wertrechte*) will be created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtbuch*). Such uncertificated securities will then be entered by the Principal Paying Agent into the main register (*Hauptregister*) of SIX SIS or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange (SIX SIS or any such other intermediary, the “Intermediary”). Once the uncertificated securities (*Wertrechte*) are registered in the main register (*Hauptregister*) of the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) (“Intermediated Securities”) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

2 Transfers of Notes

So long as the Notes are Intermediated Securities, the Notes may only be transferred by the entry of the transferred Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Notes held through each participant of that Intermediary. In respect of Notes held in the form of Intermediated Securities, the holders of the Notes (the “**Holders**” and, individually, a “**Holder**”) will be the persons holding the Notes in a securities account (*Effektenkonto*) that is in their name, or, in case of intermediaries (*Verwahrungsstellen*), the intermediaries (*Verwahrungsstellen*) holding the Notes for their own account in a securities account (*Effektenkonto*) that is in their name.

The conversion of the Notes into a permanent global certificate (*Globalurkunde*) or individually certificated securities (*Wertpapiere*) is excluded. Neither the Issuer nor the Holders nor the Principal Paying Agent nor any third party shall at any time have the right to effect or demand the conversion of the Notes into, or the delivery of, a permanent global certificate (*Globalurkunde*) or individually certificated securities (*Wertpapiere*). No physical delivery of the Notes shall be made.

3 Status of the Notes

The Notes constitute direct, unsecured and subordinated obligations of the Issuer and rank *pari passu* and without any preference among themselves. The rights and claims of the Holders are subordinated as described in Condition 4.

4 Subordination of the Notes

(a) Subordination

In the event of an order being made, or an effective resolution being passed, for the liquidation or winding-up of the Issuer (except, in any such case, a solvent liquidation or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer or the substitution in place of the Issuer of a successor in business of the Issuer, the terms of which reorganisation, reconstruction, amalgamation or substitution (x) have previously been approved by a meeting of Holders in accordance with Condition 13(a) and (y) do not provide that the Notes shall thereby become redeemable or repayable in accordance with these Conditions), the claims of the Holders against the Issuer in respect of or arising under (including, without limitation, any damages awarded for breach of any obligation under) the Notes shall rank (i) junior to all claims of Priority Creditors, (ii) *pari passu* with Parity Obligations and (iii) senior to the rights and claims of all holders of Junior Capital.

Any claim of any Holder in respect of or arising under the Notes (including, without limitation, any claim in relation to any unsatisfied payment obligation of the Issuer subject to enforcement by any Holder pursuant to Condition 12 or in relation to the occurrence of any other Event of Default) shall be subject to, and superseded by, Condition 7, irrespective of whether the relevant Write-down Event has occurred prior to or after the occurrence of an Event of Default or any other event.

(b) Definitions

As used in this Condition 4:

“**Junior Capital**” means (i) all classes of paid-in capital in relation to shares (and participation certificates, if any) of the Issuer and (ii) all other obligations of the Issuer that rank, or are expressed to rank, junior to claims in respect of the Notes and/or any Parity Obligation;

“**Parity Obligations**” means (i) all obligations of the Issuer in respect of CSG Tier 1 Instruments (excluding any such obligations that rank, or are expressed to rank, junior to claims in respect of the Notes) and (ii) any other securities or obligations (including any guarantee, credit support agreement or similar undertaking) of the Issuer that rank, or are expressed to rank, *pari passu* with the obligations of the Issuer under the Notes and/or any other Parity Obligation; and

“**Priority Creditors**” means creditors of the Issuer whose claims are in respect of debt and other obligations (including those in respect of bonds, notes, debentures and guarantees) that are unsubordinated, or that are subordinated (including, but not limited to, CSG Tier 2 Instruments) and that do not, or are not expressly stated to, rank *pari passu* with, or junior to, the obligations of the Issuer under the Notes and/or any Parity Obligation.

5 Set-off

Subject to applicable law, each Holder, by acceptance of a Note, agrees that it shall not, and waives its right to, exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with, the Notes.

6 Interest

(a) **Fixed Rate Reset Interest**

The Notes bear interest on their principal amount (i) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date, at the Initial Interest Rate, and (ii) subject to Condition 6(b), from (and including) the First Reset Date to (but excluding) the first Subsequent Reset Date and for each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (each being a “**Reset Period**”), as determined by the Calculation Agent, in each case on the relevant Reset Determination Date at the rate per annum equal to the relevant Reset Rate (in each case rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards), such interest being, subject as provided in Condition 6(g), payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(e).

As used in this Condition 6:

“**First Reset Date**” means the date specified as such in the Pricing Schedule;

“**Floating Leg Reference Rate**” has the meaning given to it in the Pricing Schedule;

“**Initial Interest Rate**” has the meaning given to it in the Pricing Schedule;

“**Mid-Swap Rate**” means, in relation to any Reset Period, the rate on the relevant Reset Determination Date of, in the case of semi-annual or annual Interest Payment Dates, the semi-annual or annual swap rate, respectively (with such semi-annual swap rate to be converted to a quarterly rate in accordance with market convention, in the case of quarterly Interest Payment Dates) for swap transactions in the Specified Currency maturing on the last day of such Reset Period, expressed as a percentage, that appears on the Relevant Reset Screen Page as at approximately the Specified Time on such Reset Determination Date. If such rate does not appear on the Relevant Reset Screen Page at the Specified Time on such Reset Determination Date, the Mid-Swap Rate for such Reset Period will be the relevant Reset Reference Bank Rate for such Reset Period;

“**Relevant Reset Screen Page**” means the display page on the relevant service specified as such in the Pricing Schedule;

“**Reset Determination Date**” means, in respect of any Reset Period, the date specified as such in the Pricing Schedule;

“**Reset Margin**” means the margin specified as such in the Pricing Schedule;

“**Reset Period Mid-Swap Rate Quotations**” means, in respect of any Reset Period, the arithmetic mean of the bid and offered rates for the semi-annual or annual, as applicable, fixed leg (calculated on the day

count basis customary for fixed rate payments in the Specified Currency), of a fixed-for-floating interest rate swap transaction in the Specified Currency that (i) has a term equal to such Reset Period, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market, and (iii) has a floating leg (in each case calculated on the day count basis customary for floating rate payments in the Specified Currency) based on the Floating Leg Reference Rate;

“**Reset Rate**” means in respect of a Reset Period, the greater of (x) the aggregate of the Reset Margin and the Mid-Swap Rate for that Reset Period and (y) zero;

“**Reset Reference Bank Rate**” means, in relation to any Reset Period, the percentage determined on the basis of the arithmetic mean of the Reset Period Mid-Swap Rate Quotations provided by the Reset Reference Banks at approximately the Specified Time on the relevant Reset Determination Date. The Calculation Agent will request the principal office of each of the Reset Reference Banks to provide a quotation of its rate and the Reset Reference Bank Rate for such Reset Period will be equal to:

- (i) if at least three quotations are provided, the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest);
- (ii) if only two quotations are provided, the arithmetic mean of the quotations provided; and
- (iii) if only one quotation is provided, the quotation provided;

provided, however, that, if no quotations are provided, the Calculation Agent shall determine whether a Mid-Swap Discontinuation Event occurred on or prior to the relevant Reset Determination Date and (A) if the Calculation Agent determines that a Mid-Swap Discontinuation Event did not occur on or prior to the relevant Reset Determination Date, the Reset Reference Bank Rate for such Reset Period will be equal to the Mid-Swap Rate for the immediately preceding Reset Period or, if none, the Initial Fall-Back Mid-Swap Rate, and (B) if the Calculation Agent determines that a Mid-Swap Discontinuation Event has occurred on or prior to the relevant Reset Determination Date, then the applicable Rate of Interest from (and including) the Reset Date at the start of such Reset Period will be determined in accordance with Condition 6(b);

“**Reset Reference Banks**” means five leading swap dealers in the interbank market for swap transactions in the Specified Currency with an equivalent maturity to the relevant Reset Period as selected by the Issuer;

“**Specified Time**” means the time specified as such in the Pricing Schedule; and

“**Subsequent Reset Date**” means the date(s) specified as such in the Pricing Schedule.

(b) Floating Rate of Interest

Notwithstanding Condition 6(a), if the Calculation Agent determines at any time in its sole discretion that a Mid-Swap Discontinuation Event has occurred, then the following provisions shall apply:

- (i) The Notes bear interest on their principal amount from (and including) the Floating Rate Commencement Date at the applicable Floating Rate of Interest, such interest being, subject as provided in Condition 6(g), payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(e).
- (ii) The interest rate that will apply to the Notes for each Floating Rate Interest Period (the “**Floating Rate of Interest**”) will be the greater of (x) SARON Compounded for such Floating Rate Interest

Period, plus the floating interest margin specified as such in the Pricing Schedule (the “**Floating Interest Margin**”) and (y) zero.

- (iii) For any Floating Rate Interest Period, “**SARON Compounded**” means, subject to Condition 6(b)(vi), the rate of return of a daily compound interest investment (with the daily overnight interest rate of the secured funding market for Swiss franc) as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards):

$$\left[\prod_{i=1}^{d_b} \left(1 + \frac{SARON_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d_c}$$

where:

“ **d_b** ” means the number of Zurich Banking Days in the relevant Observation Period;

“ **d_c** ” means the number of calendar days in the relevant Observation Period;

“ **i** ” indexes a series of whole numbers from one to d_b , representing the Zurich Banking Days in the relevant Observation Period in chronological order from (and including) the first Zurich Banking Day in such Observation Period;

“ **n_i** ” means, in respect of any Zurich Banking Day i , the number of calendar days from (and including) such Zurich Banking Day i to (but excluding) the first following Zurich Banking Day;

“**Observation Period**” means, in respect of a Floating Rate Interest Period, the period from (and including) the date falling five Zurich Banking Days prior to the first day of such Floating Rate Interest Period and ending on (but excluding) the date falling five Zurich Banking Days prior to the Interest Payment Date for such Floating Rate Interest Period;

“**Relevant Time**” means the time specified as such in the Pricing Schedule;

“ **$SARON_i$** ” means, in respect of any Zurich Banking Day i , SARON for such Zurich Banking Day i ;

“**SARON**” means, in respect of any Zurich Banking Day,

- (A) the Swiss Average Rate Overnight for such Zurich Banking Day published by the SARON Administrator on the SARON Administrator Website at the Relevant Time on such Zurich Banking Day; or
- (B) if such rate is not so published on the SARON Administrator Website at the Relevant Time on such Zurich Banking Day and a SARON Index Cessation Event and a SARON Index Cessation Effective Date have not both occurred on or prior to the Relevant Time on such Zurich Banking Day, the Swiss Average Rate Overnight published by the SARON Administrator on the SARON Administrator Website for the last preceding Zurich Banking Day on which the Swiss Average Rate Overnight was published by the SARON Administrator on the SARON Administrator Website; or
- (C) if such rate is not so published on the SARON Administrator Website at the Relevant Time on such Zurich Banking Day and a SARON Index Cessation Event and a SARON Index

Cessation Effective Date have both occurred on or prior to the Relevant Time on such Zurich Banking Day,

- (x) if there is a Recommended Replacement Rate within one Zurich Banking Day of the SARON Index Cessation Effective Date, the Recommended Replacement Rate for such Zurich Banking Day, giving effect to the Recommended Adjustment Spread, if any, published on such Zurich Banking Day; or
- (y) if there is no Recommended Replacement Rate within one Zurich Banking Day of the SARON Index Cessation Effective Date, the policy rate of the Swiss National Bank (the “**SNB Policy Rate**”) for such Zurich Banking Day, giving effect to the SNB Adjustment Spread, if any.

Notwithstanding the above, if the SNB Policy Rate for any Zurich Banking Day with respect to which SARON is to be determined pursuant to subclause (C)(y) above has not been published on such Zurich Banking Day, then in respect of such Zurich Banking Day (the “**Affected Zurich Banking Day**”) and each Zurich Banking Day thereafter, SARON shall be replaced by the Replacement Rate, if any, determined in accordance with Condition 6(d) for purposes of determining the Floating Rate of Interest;

“**SARON Administrator**” means SIX Swiss Exchange or any successor administrator of the Swiss Average Rate Overnight;

“**SARON Administrator Website**” means the website of the SARON Administrator; and

“**SIX Swiss Exchange**” means SIX Swiss Exchange AG and any successor thereto.

- (iv) As used in this Condition 6(b):

“**Recommended Adjustment Spread**” means, with respect to any Recommended Replacement Rate, the spread (which may be positive, negative or zero), or formula or methodology for calculating such a spread,

- (A) that the Recommending Body has recommended be applied to such Recommended Replacement Rate in the case of fixed income securities with respect to which such Recommended Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for purposes of determining the applicable rate of interest thereon; or
- (B) if the Recommending Body has not recommended such a spread, formula or methodology as described in clause (A) above, to be applied to such Recommended Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Swiss Average Rate Overnight with such Recommended Replacement Rate for purposes of determining SARON, which spread will be determined by the Calculation Agent, acting in good faith and a commercially reasonable manner, and be consistent with industry-accepted practices for fixed income securities with respect to which such Recommended Replacement Rate has replaced the Swiss Average Rate Overnight as the reference rate for purposes of determining the applicable rate of interest thereon;

“**Recommended Replacement Rate**” means the rate that has been recommended as the replacement for the Swiss Average Rate Overnight by any working group or committee in Switzerland organized in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for purposes of, among other things, considering

proposals to reform reference interest rates in Switzerland (any such working group or committee, the “**Recommending Body**”);

“**SARON Index Cessation Effective Date**” means the earliest of:

- (A) in the case of the occurrence of a SARON Index Cessation Event described in clause (A) of the definition thereof, the date on which the SARON Administrator ceases to provide the Swiss Average Rate Overnight;
- (B) in the case of the occurrence of a SARON Index Cessation Event described in clause (B)(x) of the definition thereof, the latest of:
 - (x) the date of such statement or publication;
 - (y) the date, if any, specified in such statement or publication as the date on which the Swiss Average Rate Overnight will no longer be representative; and
 - (z) if a SARON Index Cessation Event described in clause (B)(y) of the definition thereof has occurred on or prior to either or both dates specified in subclauses (x) and (y) of this clause (B), the date as of which the Swiss Average Rate Overnight may no longer be used; and
- (C) in the case of the occurrence of a SARON Index Cessation Event described in clause (B)(y) of the definition thereof, the date as of which the Swiss Average Rate Overnight may no longer be used;

“**SARON Index Cessation Event**” means the occurrence of one or more of the following events:

- (A) a public statement or publication of information by or on behalf of the SARON Administrator, or by any competent authority, announcing or confirming that the SARON Administrator has ceased or will cease to provide the Swiss Average Rate Overnight permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Swiss Average Rate Overnight; or
- (B) a public statement or publication of information by the SARON Administrator or any competent authority announcing that (x) the Swiss Average Rate Overnight is no longer representative or will as of a certain date no longer be representative, or (y) the Swiss Average Rate Overnight may no longer be used after a certain date, which statement, in the case of subclause (y), is applicable to (but not necessarily limited to) fixed income securities and derivatives; and

“**SNB Adjustment Spread**” means, with respect to the SNB Policy Rate, the spread to be applied to the SNB Policy Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Swiss Average Rate Overnight with the SNB Policy Rate for purposes of determining SARON, which spread will be determined by the Calculation Agent, acting in good faith and a commercially reasonable manner, taking into account the historical median between the Swiss Average Rate Overnight and the SNB Policy Rate during the two year period ending on the date on which the SARON Index Cessation Event occurred (or, if more than one SARON Index Cessation Event has occurred, the date on which the first of such events occurred).

- (v) If the Calculation Agent (A) is required to use a Recommended Replacement Rate or the SNB Policy Rate pursuant to clause (C)(x) or (C)(y) of the definition of “SARON” for purposes of

determining SARON for any Zurich Banking Day, and (B) determines that any changes to the definitions of Business Day Convention, Day Count Fraction, Interest Determination Date, Interest Payment Date, Interest Period, Floating Rate Interest Period, Observation Period, Relevant Time, SARON, SARON Administrator, SARON Administrator Website or Zurich Banking Day are necessary in order to use such Recommended Replacement Rate (and any Recommended Adjustment Spread) or the SNB Policy Rate (and any SNB Adjustment Spread), as the case may be, for such purposes, such definitions shall be amended pursuant to Condition 13(b) to reflect such changes, and the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 17 and each of the Paying Agents specifying the Recommended Replacement Rate and any Recommended Adjustment Spread or any SNB Adjustment Spread, as applicable, and any amendments described in subclause (B) above.

- (vi) If the conditions set out in the definition of SARON in Condition 6(b)(iii) have been satisfied, then the Replacement Rate Agent will determine in its sole discretion whether to use an alternative rate to SARON for the Affected Zurich Banking Day and for all subsequent Zurich Banking Days in the Observation Period in which the Affected Zurich Banking Day falls (the “**Affected Observation Period**”) and all Observation Periods thereafter. If the Replacement Rate Agent determines to use an alternative rate pursuant to the immediately preceding sentence, it shall select such rate that it has determined in its sole discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Swiss Average Rate Overnight (the “**Existing Rate**”), provided that if it determines that there is an appropriate industry-accepted successor rate to the Existing Rate, it shall use such industry-accepted successor rate. If the Replacement Rate Agent has determined an alternative rate in accordance with the foregoing (such rate, the “**Replacement Rate**”), for purposes of determining the Floating Rate of Interest, (i) the Replacement Rate Agent shall in its sole discretion (acting in good faith and in a commercially reasonable manner) determine (A) the method for obtaining the Replacement Rate (including any alternative method for determining the Replacement Rate if such alternative rate is unavailable on the relevant Interest Determination Date), which method shall be consistent with industry-accepted practices for the Replacement Rate, and (B) any adjustment factor as may be necessary to make the Replacement Rate comparable to the Existing Rate consistent with industry-accepted practices for the Replacement Rate, (ii) for the Affected Zurich Banking Day and all subsequent Zurich Banking Days in the Affected Observation Period and all Observation Periods thereafter, references to SARON in these Conditions shall be deemed to be references to the Replacement Rate, including any alternative method for determining such rate and any adjustment factor as described in sub-clause (i) above, (iii) if the Replacement Rate Agent in its sole discretion (acting in good faith and in a commercially reasonable manner) determines that changes to the definitions of Business Day Convention, Day Count Fraction, Interest Determination Date, Interest Payment Date, Interest Period, Floating Rate Interest Period, Observation Period, Relevant Time, SARON or Zurich Banking Day are necessary in order to implement the Replacement Rate as SARON, such definitions shall be amended pursuant to Condition 13(b) to reflect such changes, and (iv) the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 17 and each of the Paying Agents specifying the Replacement Rate, as well as the details described in sub-clause (i) above and the amendments implemented pursuant to Condition 13(b).

(c) *Accrual of Interest*

- (i) Where a Note is to be redeemed pursuant to Condition 8(c), 8(d) or 8(e), interest shall accrue up to (but excluding) the due date for redemption, and shall cease to accrue on such Note on the due

date for redemption unless payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the relevant Rate of Interest from time to time in the manner provided in this Condition 6 to the Due Date.

- (ii) Upon the occurrence of a Write-down Event, interest shall accrue on the principal amount of each Note up to (but excluding), and shall cease to accrue on each Note with effect from, the date of the relevant Write-down Notice.

(d) Rounding

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes, “unit” means the lowest amount of such currency that is legal tender.

(e) Calculations

The amount of interest payable per Calculation Amount in respect of any Note on the Interest Payment Date for any Interest Period shall be calculated by reference to the Rate of Interest for such Interest Period, the Calculation Amount and the Day Count Fraction for such Interest Period. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be applied to the period for which interest is required to be calculated.

(f) Determination and Publication of Rates of Interest and Interest Amounts

The Calculation Agent shall, as soon as practicable on each Reset Determination Date or Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation under these Conditions, calculate such rate and calculate the Interest Amounts for the relevant Reset Period or Floating Rate Interest Period, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Reset Period or Floating Rate Interest Period and (in the case of each Floating Rate Interest Period) the relevant Interest Payment Date and any determination by the Calculation Agent that a Mid-Swap Discontinuation Event has occurred to be notified to the Holders in accordance with Condition 17 and to the Issuer, each of the Paying Agents, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination or calculation but in no event later than (i) the commencement of the relevant Reset Period or Floating Rate Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date is subject to adjustment per the Business Day Convention, the Interest Amounts and the Interest Payment Date so published may subsequently be amended without notice in the event of an extension or shortening of the Floating Rate Interest Period. If there is an Event of Default in payment in respect of the Notes as provided in Condition 12(a)(i), the Rate of Interest and Interest Amounts for each Reset Period and Floating Rate Interest Period falling on or after such Event of Default shall nevertheless continue to be calculated in accordance with this Condition 6 but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation

Agent(s) and the Replacement Rate Agent(s), if any, under this Condition 6 shall (in the absence of manifest error) be final and binding upon all parties.

(g) Cancellation of Interest; Prohibited Interest

- (i) The Issuer may, at its discretion, elect to cancel all or part of any payment of interest that is otherwise scheduled to be paid on an Interest Payment Date by giving notice of such election to the Holders in accordance with Condition 17, and to the Principal Paying Agent, not more than 30 nor less than ten Business Days prior to the relevant Interest Payment Date. This Condition 6(g)(i) is without prejudice to the provisions of Condition 6(g)(ii) and Condition 6(g)(v).
- (ii) The Issuer shall be prohibited from making, in whole or in part, any payment of interest on the Notes on the relevant Interest Payment Date if and to the extent that on such Interest Payment Date:
 - (A) CSG has an amount of Distributable Profits that is less than the sum of (1) the aggregate amount of such interest payment and (2) all other payments (other than redemption payments) made by CSG since the date of the Relevant Accounts (x) on the Notes and (y) on or in respect of any Tier 1 Instruments or Tier 1 Shares, in each case, excluding any portion of such other payments already accounted for in determining the Distributable Profits and, in each case as necessary, translated into CSG's reporting currency at the relevant Prevailing Rate on or around such Interest Payment Date;
 - (B) the Regulatory Condition is not satisfied or would not be satisfied if such interest payment were made; and/or
 - (C) the Regulator has required the Issuer not to make such interest payment.

The Issuer shall deliver a certificate signed by the Authorised Signatories to the Principal Paying Agent and shall give notice, in accordance with Condition 17, to the Holders in each case as soon as practicable following any determination that interest is required to be cancelled pursuant to this Condition 6(g)(ii) or, where no such prior determination is made, promptly following any Interest Payment Date on which interest was scheduled to be paid if such interest is being cancelled in accordance with this Condition 6(g)(ii), to such effect setting out brief details as to the amount of interest being cancelled and the reason therefor.

As used in this Condition 6(g)(ii):

“Distributable Profits” means, in respect of any Interest Payment Date, the aggregate amount of (x) net profits carried forward and (y) freely available reserves (other than reserves for own shares), in each case, less any amounts that must be contributed to legal reserves under applicable law, all in CSG's reporting currency and as appearing in the Relevant Accounts;

“Regulatory Condition” means, in respect of any Interest Payment Date, that CSG is, and will be immediately after the relevant payment of interest, in compliance with all applicable minimum regulatory capital adequacy requirements of the National Regulations; and

“Relevant Accounts” means, in respect of any Interest Payment Date, the audited unconsolidated financial statements of CSG for the financial year ended immediately prior to such Interest Payment Date.

- (iii) If, on any Interest Payment Date, any payment of interest scheduled to be made on such date is not made in full by reason of Condition 6(g)(i) (such amount not paid, being “**Unpaid Interest**”) or by reason of Condition 6(g)(ii):
- (A) CSG shall not, directly or indirectly, resolve, or recommend to holders of Ordinary Shares, that any dividend or other distribution in cash or in kind (other than in the form of Ordinary Shares) be paid or made on any Ordinary Shares; and
 - (B) CSG shall not, directly or indirectly, redeem, purchase or otherwise acquire any Ordinary Shares other than in relation to (1) transactions effected by or for the account of customers of CSG or any of its Subsidiaries or in connection with the distribution or trading of, or market making in respect of Ordinary Shares; (2) the satisfaction by CSG or any of its Subsidiaries of its obligations under any employee benefit plans or similar arrangements with or for the benefit of employees, officers, directors or consultants; (3) a reclassification of the capital stock of CSG or any of its Subsidiaries or the exchange or conversion of one class or series of such capital stock for another class or series of such capital stock; or (4) the purchase of fractional interests in shares of the capital stock of CSG or any of its majority-owned subsidiaries pursuant to the provisions of any security being converted into or exchanged for such capital stock,
- in each case unless and until (x) the interest payment due and payable on the Notes on any subsequent Interest Payment Date has been paid in full (or an amount equal to the same has been paid in full to a designated third party trust account for the benefit of the Holders prior to payment by the trustee thereof to the Holders on such subsequent Interest Payment Date) or, if earlier, (y) the date on which the Notes have been redeemed in accordance with Condition 8 or cancelled in accordance with Condition 7.
- (iv) Payments of interest on the Notes are not cumulative. Notwithstanding any other provision in these Conditions but without prejudice to Condition 6(g)(v), the cancellation or non-payment of any interest amount by virtue of this Condition 6(g) shall not constitute a default for any purpose (including, without limitation, Condition 12(a)) on the part of the Issuer. Any interest payment not paid by virtue of this Condition 6(g) shall not accumulate or be payable at any time thereafter, and Holders shall have no right thereto.
- (v) Notwithstanding any other provision in these Conditions, if the holders of Ordinary Shares resolve to make or pay a dividend or other distribution in cash or in kind (other than in the form of Ordinary Shares) on the Ordinary Shares in respect of a financial year or other specified period during which there has arisen any Unpaid Interest on one or more occasions, the Issuer shall, subject as provided below, pay to the Holders, within five Business Days of such distribution or dividend being paid or made, an amount equal to the aggregate amount of all Unpaid Interest that has arisen during such financial year or other specified period. For the avoidance of doubt, if the holders of Ordinary Shares do not resolve to make or pay a distribution or dividend on the Ordinary Shares as described in this Condition 6(g)(v), no amount shall be payable under this Condition 6(g)(v).

(h) Definitions

As used in this Condition 6:

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual—ISDA**” is specified in the Pricing Schedule, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the Pricing Schedule, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified in the Pricing Schedule, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**Actual/Actual—ICMA**” is specified in the Pricing Schedule:
 - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (B) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

“**Determination Date**” means the date(s) specified as such in the Pricing Schedule or, if none is so specified, the Interest Payment Date(s); and

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the Pricing Schedule, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

“**Floating Rate Commencement Date**” means, if the Calculation Agent has determined that a Mid-Swap Discontinuation Event has occurred, the Reset Date relating to the first Reset Determination Date falling on or after the date of such determination;

“**Floating Rate Interest Period**” means each Interest Period commencing on or after the Floating Rate Commencement Date;

“**Interest Amount**” means:

- (i) in respect of an Interest Period, the amount of interest per Calculation Amount scheduled to be paid on the Interest Payment Date for that Interest Period; and
- (ii) in respect of any other period, the amount of interest per Calculation Amount scheduled to be paid for that period;

“**Interest Commencement Date**” means the Issue Date or such other date as may be specified in the Pricing Schedule;

“**Interest Determination Date**” means, with respect to a Floating Rate Interest Period, the date specified as such in the Pricing Schedule;

“**Interest Payment Date**” means the date or dates specified as such, or determined as provided, in the Pricing Schedule;

“**Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date; *provided, however*, that, in the case of any Interest Period commencing on or after the Floating Rate Commencement Date during which the Notes become due and payable on a date other than an Interest Payment Date, such Interest Period will end on (and include) the relevant date on which the Notes have become due and payable;

“**Mid-Swap Discontinuation Event**” has occurred if the Floating Leg Reference Rate appearing on the Relevant Reset Screen Page for purposes of determining the Mid-Swap Rate has been discontinued; and

“**Rate of Interest**” means the Initial Interest Rate, the Reset Rate and/or the Floating Rate of Interest, as the case may be.

(i) Calculation Agent and Replacement Rate Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents and Replacement Rate Agents if provision is made for them in the Pricing Schedule and for so long as any Note is outstanding. Where more than one Calculation Agent or Replacement Rate Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent or the Replacement Rate Agent, as applicable, shall be construed as each Calculation Agent or Replacement Rate Agent, respectively, performing its respective duties under these Conditions. If the Calculation Agent or Replacement Rate Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for a Reset Period or a Floating Rate Interest Period or to calculate any Interest Amount, as the

case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is experienced in the calculations or determinations to be made by the Calculation Agent or Replacement Rate Agent, as the case may be, to act as such in its place. Neither the Calculation Agent nor the Replacement Rate Agent may resign its duties without a successor having been appointed as aforesaid.

7 Write-down

(a) *Write-down Event*

(i) *Write-down Event*

If a Contingency Event or, subject to Condition 7(c), a Viability Event (any such event, a “**Write-down Event**”) occurs at any time while the Notes are outstanding and prior to a Statutory Loss Absorption Date (if any), a Write-down shall, subject to and as provided in this Condition 7, occur on the relevant Write-down Date.

(ii) *Contingency Event*

As used in these Conditions, a “**Contingency Event**” means the giving of a Contingency Event Notice in accordance with this Condition 7(a)(ii).

CSG, or, following any substitution under Condition 13(c), the Substitute Issuer or CSG shall give a notice (the “**Contingency Event Notice**”) to the Holders in accordance with Condition 17 in the event that, as at any Reporting Date, the CET1 Ratio contained in the relevant Financial Report is below the Threshold Ratio; *provided, however*, that no Contingency Event Notice shall be given, and no Contingency Event in relation thereto shall be deemed to have occurred, if the Regulator, at the request of CSG, has agreed on or prior to the publication of the relevant Financial Report that a Write-down shall not occur because it is satisfied that actions, circumstances or events have had, or imminently will have, the effect of restoring the CET1 Ratio to a level above the Threshold Ratio that the Regulator and CSG deem, in their absolute discretion, to be adequate at such time.

Any Contingency Event Notice shall:

- (A) state that, with the giving of such notice, a Contingency Event has occurred and a Write-down will take place;
- (B) specify the relevant Write-down Date; and
- (C) be given no later than the fifth Business Day after the date of publication of the relevant Financial Report.

(iii) *Viability Event*

As used in these Conditions, a “**Viability Event**” means that either:

- (A) the Regulator has notified CSG that it has determined that a write-down of the Notes, together with the conversion or write-down/off of holders’ claims in respect of any and all other Going Concern Capital Instruments, Tier 1 Instruments and Tier 2 Instruments that, pursuant to their terms or by operation of law, are capable of being converted into equity or written down/off at that time, is, because customary measures to improve CSG’s capital adequacy are at the time inadequate or unfeasible, an essential requirement to prevent CSG

from becoming insolvent, bankrupt or unable to pay a material part of its debts as they fall due, or from ceasing to carry on its business; or

- (B) customary measures to improve CSG's capital adequacy being at the time inadequate or unfeasible, CSG has received an irrevocable commitment of extraordinary support from the Public Sector (beyond customary transactions and arrangements in the ordinary course) that has, or imminently will have, the effect of improving CSG's capital adequacy and without which, in the determination of the Regulator, CSG would have become insolvent, bankrupt, unable to pay a material part of its debts as they fall due or unable to carry on its business.

CSG, or, following any substitution under Condition 13(c), the Substitute Issuer or CSG shall give a notice (the "**Viability Event Notice**") to the Holders in accordance with Condition 17 following the occurrence of a Viability Event, which notice shall (x) state that a Viability Event has occurred and a Write-down shall take place, (y) specify the relevant Write-down Date and (z) be given no later than three Business Days after the occurrence of the relevant Viability Event.

(b) Write-down

Following the occurrence of a Write-down Event, on the relevant Write-down Date,

- (i) the full principal amount of each Note will be written down to zero and all references to the principal amount of the Notes in these Conditions shall be construed accordingly;
- (ii) the Holders will be deemed to have irrevocably waived their rights to, and will no longer have any rights against the Issuer with respect to, repayment of the aggregate principal amount of the Notes, and the Holders will be deemed to have agreed to the foregoing (*bedingte Aufhebung einer Forderung durch Übereinkunft*);
- (iii) all rights of any Holder for payment of any accrued but unpaid interest or any other amounts under or in respect of the Notes (including, without limitation, any amounts arising as a result of, or due and payable upon the occurrence of, an Event of Default) will become null and void, irrespective of whether such amounts have become due and payable or such claims have arisen prior to the occurrence of the Write-down Event, the date of the Write-down Notice or the Write-down Date; and
- (iv) the Notes will be permanently cancelled.

(c) Alternative Loss Absorption

In the event of the implementation of any new, or amendment to or change in the interpretation of any existing, laws or components of National Regulations, in each case occurring after the Issue Date, that alone or together with any other law(s) or regulation(s) has, in the joint determination of CSG and the Regulator, or, following any substitution under Condition 13(c), CSG, the Substitute Issuer and the Regulator, the effect that Condition 7(a)(iii) could cease to apply to the Notes without giving rise to a Capital Event, then the Issuer shall give notice in accordance with Condition 17 to the Holders no later than five Business Days after such joint determination stating that such provisions shall cease to apply from the date of such notice (the "**Statutory Loss Absorption Date**"), and from the date of such notice, such provisions shall cease to apply to the Notes.

8 Redemption, Substitution, Variation and Purchase

(a) *No Fixed Redemption Date*

The Notes are perpetual securities in respect of which there is no fixed redemption date. Unless previously redeemed or purchased and cancelled as provided in these Conditions, each Note is perpetual and shall only be redeemed or purchased as specified in this Condition 8.

(b) *Conditions to Redemption, Substitution, Variation and Purchase*

Any redemption, substitution, variation or purchase of the Notes in accordance with Condition 8(c), (d), (e), (g) or (h) is subject to the Issuer or, following any substitution under Condition 13(c), the Substitute Issuer and CSG, receiving the prior approval of the Regulator, if then required.

Prior to the publication of any notice of redemption pursuant to Conditions 8(d) or 8(e) or notice of substitution or variation pursuant to Condition 8(h), the Issuer shall deliver to the Principal Paying Agent a certificate signed by two Authorised Signatories stating that the relevant requirement or circumstance giving rise to the right to redeem, substitute or, as the case may be, vary is satisfied and the reasons therefor and such certificate shall be conclusive and binding on the Holders. Prior to the publication of any notice of redemption pursuant to Condition 8(d), the Issuer shall deliver an opinion of independent legal advisers of recognised standing to the Principal Paying Agent to the effect that circumstances entitling the Issuer to exercise its rights of redemption under Condition 8(d) have arisen.

(c) *Optional Redemption*

If Optional Redemption is specified in the Pricing Schedule as being applicable, then, subject to Conditions 8(b) and 8(f), the Issuer may elect by giving not less than 15 nor more than 60 days' notice to the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall, subject to Conditions 8(b) and 8(f), be irrevocable) to redeem in accordance with these Conditions all, but not some only, of the Notes on the First Optional Redemption Date or any other Optional Redemption Date at the Optional Redemption Amount, together with any accrued but unpaid interest to (but excluding) the relevant redemption date. Upon the expiry of such notice, the Issuer shall, subject to Conditions 8(b) and 8(f), redeem the relevant Notes as aforesaid.

(d) *Redemption due to Taxation*

If, prior to the giving of the notice referred to below, a Tax Event has occurred and is continuing, then the Issuer may, subject to Conditions 8(b) and 8(f) and having given not less than 30 nor more than 60 days' notice to the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall, subject to Conditions 8(b) and 8(f), be irrevocable), redeem in accordance with these Conditions at any time specified for such purpose in the Pricing Schedule, all, but not some only, of the Notes at the Tax Event Redemption Amount, together with any accrued but unpaid interest to (but excluding) the relevant redemption date. Upon the expiry of such notice, the Issuer shall, subject to Conditions 8(b) and 8(f), redeem the Notes as aforesaid.

(e) *Redemption for Capital Event*

If, prior to the giving of the notice referred to below, a Capital Event has occurred and is continuing, then the Issuer may, subject to Conditions 8(b) and 8(f) and having given not less than 30 nor more than 60 days' notice to the Principal Paying Agent and, in accordance with Condition 17, the Holders (which notice shall, subject to Conditions 8(b) and 8(f), be irrevocable), redeem in accordance with these Conditions at any time specified for such purpose in the Pricing Schedule all, but not some only, of the Notes at the Capital Event Redemption Amount, together with any accrued but unpaid interest to (but

excluding) the relevant redemption date. Upon the expiry of such notice, the Issuer shall, subject to Conditions 8(b) and 8(f), redeem the Notes as aforesaid.

(f) *No redemption following a Write-down Event*

Notwithstanding the other provisions of this Condition 8, the Issuer may not give a notice of redemption of the Notes or redeem the Notes pursuant to this Condition 8 if a Write-down Event has occurred prior to the date of such notice or the relevant redemption date, as the case may be.

(g) *Purchases*

CSG (or any Subsidiary of CSG) may, subject to Condition 8(b), at any time purchase or procure others to purchase beneficially for its account Notes in any manner and at any price.

(h) *Substitution or Variation upon a Capital Event or a Tax Event*

If a Capital Event or a Tax Event has occurred and is continuing, then the Issuer may, subject to Condition 8(b) and having given not less than 30 days' notice to the Holders in accordance with Condition 17 (which notice shall, subject as provided in Condition 8(f), be irrevocable), without any requirement for the consent or approval of the Holders unless so required by the mandatory provisions of Swiss law, either substitute all, but not some only, of the Notes for, or vary the terms of the Notes in such manner that they remain or, as applicable, become, Compliant Securities (and provided such Tax Event or, as the case may be, Capital Event, no longer continues following, and no other Tax Event or Capital Event arises as a result of, such substitution or variation). Upon the expiry of the notice required by Condition 8(b), the Issuer shall, subject as provided below, either vary the terms of, or substitute, the Notes in accordance with this Condition 8(h), as the case may be.

Notwithstanding the other provisions of this Condition 8(h), the Issuer may not give a notice of substitution or variation of the Notes or substitute or vary the Notes pursuant to this Condition 8(h) if a Write-down Event has occurred prior to the date of such notice or the relevant date set for such substitution or variation, as the case may be.

In connection with any substitution or variation in accordance with this Condition 8(h), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(i) *Cancellation*

All Notes redeemed by the Issuer pursuant to this Condition 8 will forthwith be cancelled. All Notes purchased by or on behalf of CSG or any Subsidiary of CSG may be held, reissued, resold or, at the option of CSG or any such Subsidiary, cancelled by the Principal Paying Agent. Any Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged upon such cancellation of such Notes.

9 Payments

(a) *Notes*

- (i) All payments required to be made to Holders in respect of the Notes will be made in the Specified Currency in immediately available funds to the Principal Paying Agent on behalf of the Holders.
- (ii) All payments required to be made to Holders in respect of the Notes (including any Additional Amounts) will be made to the Holders in the Specified Currency without collection costs, without any restrictions and whatever the circumstances may be, irrespective of nationality, domicile or

residence of the relevant Holder and without certification, affidavit or the fulfilment of any other formality, save in respect of taxation to the extent provided in these Conditions.

(b) *Payments subject to Fiscal Laws*

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 10 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), as amended or described in any agreement between the Tax Jurisdiction and the United States relating to the foreign account provisions of the U.S. Hiring Incentives to Restore Employment Act of 2010, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any agreement, law, regulation, or other official guidance implementing an intergovernmental agreement or other intergovernmental approach thereto (collectively, “FATCA”). No commission or expenses shall be charged to the Holders in respect of payments made to Holders in respect of the Notes.

(c) *Appointment of Agents*

The Principal Paying Agent, the other Paying Agents, the Calculation Agent(s) and the Replacement Rate Agent(s) act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Holder. The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent, any other Paying Agent, any Calculation Agent or any Replacement Rate Agent and to appoint additional or other Paying Agents, Calculation Agents or Replacement Rate Agents, provided that there shall at all times be (i) a Principal Paying Agent, (ii) one or more Calculation Agent(s) and Replacement Rate Agent(s) where these Conditions so require, (iii) for so long as any Notes are listed on the SIX Swiss Exchange, a Paying Agent that has an office in Switzerland and is a bank or securities dealer subject to supervision by FINMA to perform the functions of a Swiss paying agent, and (iv) such other agents as may be required by any stock exchange on which the Notes may at any time be listed (if any).

Notice of any such change in Agent or any change in the Specified Office of any Agent shall promptly be given to the Holders in accordance with Condition 17.

(d) *Non-Business Days*

If any date for payment in respect of any Note is not a Business Day, the Holder 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.

10 Taxation

All payments of principal, premium (if any) and/or interest to Holders by or on behalf of the Issuer in respect of the Notes shall be made without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or governmental charge of whatsoever nature (including penalties, additions to tax, interest and other liabilities related thereto) (“Taxes”) imposed, levied, collected, withheld or assessed by or on behalf of the Tax Jurisdiction or any authority thereof or therein having power to impose, levy, collect, withhold or assess Taxes, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts (“Additional Amounts”) as will result (after such withholding or deduction (including any withholding or deduction from Additional Amounts)) in receipt by the Holders of the sums that would have been receivable (in the absence of such withholding or deduction) from it in respect of their Notes; except that no such Additional Amounts shall be payable with respect to any Note on account of:

- (a) any such Taxes imposed in respect of such Note by reason of the Holder having some connection with the Tax Jurisdiction other than the mere holding of such Note; or
- (b) any such Taxes imposed on a payment in respect of such Note required to be made pursuant to laws enacted by Switzerland changing the Swiss withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person in Switzerland other than the issuer is required to withhold tax on any interest payments; or
- (c) any withholding or deduction imposed on any payment by reason of FATCA; or
- (d) any combination of two or more items set out in clauses (a) to (c) above.

11 Prescription

Claims against the Issuer for payment in respect of the Notes shall become time-barred after a period of ten years (in the case of principal) or five years (in the case of interest) from the applicable Due Date in respect of them.

12 Events of Default

(a) *Events of Default*

An event of default (“**Event of Default**”) will occur in the following circumstances:

- (i) the Issuer fails to make any payment of principal in respect of the Notes for a period of 10 days or more after the date such payment is due, or the Issuer fails to make any payment of interest in respect of the Notes for a period of 30 days or more after the date on which such payment is due;
- (ii) an involuntary case or other proceeding shall be commenced against the Issuer, with respect to the Issuer or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Issuer or for any substantial part of the property and assets of the Issuer, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days, except that the issuance of a writ of payment (*Zahlungsbefehl*) under the Swiss debt enforcement and bankruptcy laws shall not constitute such involuntary case or proceeding for the purpose of this Condition 12(a); or an order for relief shall be entered against the Issuer for the purpose of this Condition 12(a); or an order for relief shall be entered against the Issuer under any bankruptcy, insolvency or other similar law now or hereafter in effect; or
- (iii) the Issuer (x) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (y) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer for all or substantially all of the property and assets of the Issuer, or (z) effects any general assignment for the benefit of creditors.

Upon the occurrence of an Event of Default and subject to Condition 7, the payment obligations in respect of the Notes (being, in the case of an Event of Default referred to in Condition 12(a)(i) relating to any failure of the Issuer to meet any payment obligation under the Notes, such payment obligation (and such payment obligation only) and, in the case of an Event of Default referred to in Condition 12(a)(ii) or (iii), as described below) shall be deemed due and payable (*fällige*) payment obligations of the Issuer, and if such payment has not been made within the statutory period after the Holder has formally requested payment and a writ of payment (*Zahlungsbefehl*) has been issued as

provided by the Swiss insolvency laws, such Holder may institute proceedings against the Issuer in Switzerland (but not elsewhere) to enforce its rights under Swiss insolvency laws.

Upon the occurrence of an Event of Default referred to in Condition 12(a)(ii) or (iii), Holders will have a claim on a subordinated basis as described in Condition 4 for an amount equal to the principal amount of their Notes together with any accrued but unpaid interest thereon and the Issuer shall not (i) after having received the writ of payment (*Zahlungsbefehl*), argue or plead that the payment obligations are not due and payable by the Issuer and (ii) prior to the declaration of bankruptcy (or similar proceeding under Swiss insolvency laws), make any payment to the Holder.

(b) *Extent of Holder's remedy*

No remedy against the Issuer other than as referred to in this Condition 12, shall be available to the Holders for the recovery of amounts owing in respect of the Notes.

13 Meetings of Holders, Modification and Substitution

(a) *Meetings of Holders*

The provisions on bondholder meetings contained in Article 1157 et seq. of the Swiss Code of Obligations shall apply in relation to meetings of Holders.

(b) *Modifications*

Notwithstanding Condition 13(a), the Issuer may, subject to mandatory provisions of Swiss law, without the consent or approval of the Holders, make such amendments to the terms of the Notes as it considers necessary or desirable to give effect to the provisions of Condition 6(b)(v), Condition 6(b)(vi), Condition 7(c), Condition 8(h) and Condition 13(c), any Replacement Rate determined by the Replacement Rate Agent 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.

(c) *Issuer Substitution*

The Issuer may, without the consent of the Holders, substitute any Subsidiary of CSG (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 Notes upon giving no more than 30 and no less than 10 days’ notice to the Holders in accordance with Condition 17, *provided that*:

- (i) at least 95 per cent. of the Substitute Issuer’s capital and voting rights are held, directly or indirectly, by CSG;
- (ii) the Issuer is not in default in respect of any amount payable under the Notes at the time of such substitution;
- (iii) the Issuer and the Substitute Issuer enter into such documents (the “**Substitution Documents**”) as are necessary to give effect to such substitution and pursuant to which the Substitute Issuer undertakes in favour of each Holder to be bound by these Conditions as the principal debtor (on a subordinated basis corresponding to Condition 4) under the Notes in place of the Issuer and procure that all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Substitution Documents and the Notes represent valid, legally binding and enforceable obligations of the Substitute Issuer have been taken, fulfilled and done and are in full force and effect;

- (iv) if the Substitute Issuer's residence for tax purposes is in a jurisdiction (the "**New Residence**") other than that in which the Issuer prior to such substitution was resident for tax purposes (the "**Former Residence**"), the Substitution Documents contain an undertaking by the Substitute Issuer and/or such other provisions as may be necessary to ensure that each Holder has the benefit of an undertaking in terms corresponding to the provisions of Condition 10 in relation to the payment of all amounts due and payable under, or in respect of, the Notes and in relation to the guarantee referred to in subclause (vi) below, with, in the case of the Notes but not such guarantee, the substitution of references to the Former Residence with references to the New Residence, and an undertaking by the Substitute Issuer to indemnify each Holder against any Tax that is imposed on it by (or by any authority in or of) the New Residence and, if different, the jurisdiction of the Substitute Issuer's organisation with respect to any Note and that would not have been so imposed had the substitution not been made, as well as against any Tax, and any cost or expense, relating to such substitution;
- (v) the Issuer and the Substitute Issuer have obtained all necessary governmental and other approvals and consents for such substitution and for the performance by the Substitute Issuer of its obligations under the Substitution Documents;
- (vi) CSG irrevocably and unconditionally guarantees to the Holders in accordance with Article 111 of the Swiss Code of Obligations, on a subordinated basis corresponding *mutatis mutandis* to Conditions 3 and 4, (A) the due and punctual payment of all amounts due and payable by the Substitute Issuer under, or in respect of, the Notes and (B) the performance of any other action to be performed by the Substitute Issuer in accordance with these Conditions on terms whereby Condition 5, Condition 6(g)(iii), Condition 12 and Condition 13 shall apply to CSG and to its obligations under the guarantee with any necessary consequential amendments;
- (vii) 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 Notes or the Agency Agreement;
- (viii) legal opinions addressed to the Holders shall have been delivered to them (care of the Principal Paying Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in subclause (iv) above and in Switzerland as to the fulfilment of the preceding conditions of this Condition 13(c); and
- (ix) such substitution does not give rise to a Tax Event or a Capital Event.

Upon any substitution pursuant to this Condition 13(c), the Substitute Issuer shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Notes with the same effect as if the Substitute Issuer had been named as Issuer in these Conditions, and the Issuer shall be released from its obligations under the Notes.

14 Currency Indemnity

Any amount received or recovered in a currency other than the Specified Currency in which payment under the relevant Note is due (whether as a result of, or of the enforcement of, a judgment 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 the Specified Currency of payment under the relevant Note 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 the Specified Currency that such Holder is able to purchase is less than the amount owed by the Issuer to such Holder under the relevant Note, 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: (a) will 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 judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order.

15 [Reserved]

16 Further Issues

The Issuer may, from time to time, without the consent of the Holders, create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition 16 and forming a single series with the Notes.

17 Notices

So long as the Notes are listed on the SIX Swiss Exchange, notices to Holders shall be given by the Listing Agent (a) by means of electronic publication on the internet website of the SIX Swiss Exchange (<https://www.six-group.com/exchanges/index.html>), where notices are currently published under the address https://www.six-group.com/exchanges/news/official_notices/search_en.html or (b) otherwise in accordance with the regulations of the SIX Swiss Exchange. Any such notice given to Holders shall be deemed to be validly given on the date of such publication or, where required to be published more than once, on the date of the first such publication.

If the Notes are for any reason no longer listed on the SIX Swiss Exchange, notices to Holders shall be given to the Intermediary through the Principal Paying Agent for forwarding to the Holders, which notice will be deemed to be validly given on the date of the communication to the Intermediary.

18 Definitions

The following terms shall have the following meanings:

“**Additional Amounts**” has the meaning given to it in Condition 10;

“**Additional Financial Centre**” has the meaning given to it in the definition of “Business Day”;

“**Additional Tier 1 Capital**” means, at any time, any or all items constituting additional tier 1 capital within the meaning of the Basel III Document, as implemented and amended pursuant to BIS Regulations applicable at such time;

“**Agents**” means the Principal Paying Agent, the other Paying Agents, the Calculation Agent and the Replacement Rate Agent(s), if any;

“**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;

“**Authorised Signatories**” means any two authorised officers of the Issuer signing jointly;

“**Basel III Document**” means the Basel Committee on Banking Supervision document “Basel III: A global regulatory framework for more resilient banks and banking systems” published in December 2010, as revised in June 2011;

“**BIS Regulations**” means the capital adequacy standards and guidelines applicable from time to time and promulgated by the Basel Committee on Banking Supervision, as implemented by CSG in a manner agreed with the Regulator and/or its Auditor for the purpose of financial reporting and disclosure, *inter alia*, in the Quarterly Financial Report;

“**Business Day**” means a day (other than a Saturday or Sunday) on which (a) commercial banks and foreign exchange markets settle payments in the principal financial centre for the Specified Currency, and (b) if one or more additional financial centres is specified in the Pricing Schedule (each, an “**Additional Financial Centre**”), commercial banks and foreign exchange markets settle payments generally in each of such Additional Financial Centres;

“**Business Day Convention**” means, with respect to any Interest Payment Date after the Floating Rate Commencement Date (a) for which there is no numerically corresponding day in the calendar month in which such Interest Payment Date should occur or (b) that would otherwise fall on a day that is not a Business Day, that such Interest Payment Date will be postponed to the first following Business Day unless that Business Day falls in the next calendar month in which case such Interest Payment Date will instead be brought forward to the last preceding Business Day;

“**Calculation Amount**” has the meaning given to it in the Pricing Schedule;

a “**Capital Event**” shall have occurred if a change in National Regulations and/or BIS Regulations occurs on or after the Issue Date having the effect that the entire principal amount of the Notes ceases to be eligible to be both (a) treated as Additional Tier 1 Capital under BIS Regulations and (b) counted towards the Going Concern Requirement;

“**Capital Event Redemption Amount**” has the meaning given to it in the Pricing Schedule;

“**CET1 Amount**” means, at any time, as calculated by CSG in respect of the Group and expressed in CSG’s reporting currency, the sum of all amounts (whether positive or negative) of Common Equity Tier 1 Capital of the Group as at such time;

“**CET1 Ratio**” means the ratio (expressed as a percentage) of CET1 Amount divided by the RWA Amount as at the relevant Reporting Date, in each case calculated by CSG and appearing in the relevant Financial Report as “BIS Common Equity Tier 1 Ratio”, “BIS CET1 Ratio” or any such other term having the same meaning;

“**Common Equity Tier 1 Capital**” means all items that constitute common equity tier 1 capital, or deductions from common equity tier 1 capital, in each case within the meaning of these terms in the Basel III Document as amended by, and as determined by CSG pursuant to, BIS Regulations applicable at the relevant time;

“**Compliant Securities**” means securities issued directly by CSG or by a Subsidiary of CSG and guaranteed by CSG that:

- (a) have economic terms not materially less favourable to a Holder than these Conditions (as reasonably determined by the Issuer, and provided that a certification to such effect of the Authorised Signatories shall have been delivered to the Principal Paying Agent prior to the issue of the relevant securities), provided that such securities (i) include terms that provide for the same interest rate and principal from time to time applying to the Notes; (ii) rank *pari passu* with the Notes (or, in the case of securities issued by a Subsidiary of CSG and guaranteed by CSG, with a guarantee ranking *pari passu* with the Notes);

and (iii) preserve any existing rights under these Conditions to any accrued but unpaid interest that has not been satisfied; and

- (b) where the Notes that have been substituted or varied were listed immediately prior to their substitution or variation, the relevant securities are listed on (i) the SIX Swiss Exchange or (ii) such other internationally recognised stock exchange as selected by the Issuer; and
- (c) where the Notes that have been substituted or varied were rated by a Rating Agency immediately prior to their substitution or variation, each such Rating Agency has ascribed, or announced its intention to ascribe and publish, an equal or higher rating to the relevant securities;

“**Contingency Event**” has the meaning given to it in Condition 7(a)(ii);

“**Contingency Event Notice**” has the meaning given to it in Condition 7(a)(ii);

“**CS**” means Credit Suisse AG;

“**CSG**” means Credit Suisse Group AG;

“**CSG Tier 1 Instruments**” means any and all shares, securities, participation securities or other obligations issued (a) by the Issuer (whether or not acting through a branch) but excluding Tier 1 Shares or (b) by a Subsidiary of the Issuer and having the benefit of a guarantee, credit support agreement or similar undertaking of the Issuer, each of which shares, securities or other obligations under (a) and (b) qualify, or are issued in respect of a security that qualifies, as Tier 1 Capital of CSG and/or the Group (without regard to quantitative limits on such capital) on a consolidated (*Finanzgruppe*) or on an unconsolidated (*Einzelinstitut*) basis;

“**CSG Tier 2 Instruments**” means any and all securities or other obligations issued (a) by the Issuer (whether or not acting through a branch) or (b) by a Subsidiary of the Issuer and having the benefit of a guarantee, credit support agreement or similar undertaking of the Issuer, each of which securities or other obligations under (a) and (b) qualify, or are issued in respect of a security that qualifies, as Tier 2 Capital of CSG and/or the Group (without regard to quantitative limits on such capital) on a consolidated (*Finanzgruppe*) or on an unconsolidated (*Einzelinstitut*) basis;

“**Due Date**” in respect of any payment on any Note, means the date on which such payment first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount required to be paid is made;

“**Event of Default**” has the meaning given to it in Condition 12(a);

“**FATCA**” has the meaning given it in Condition 9(b);

“**Financial Report**” means a Quarterly Financial Report or an Interim Capital Report, as the case may be;

“**FINMA**” means the Swiss Financial Market Supervisory Authority FINMA;

“**First Optional Redemption Date**” means the date specified as such in the Pricing Schedule;

“**Going Concern Capital**” means, at any time, any or all items that, pursuant to National Regulations at such time, are eligible to be counted towards the Going Concern Requirement;

“**Going Concern Capital Instruments**” means, at any time, any or all securities and other instruments (other than Common Equity Tier 1 Capital) issued by CSG or any other member of the Group, as the case may be, that are, at such time, eligible to be treated as Going Concern Capital;

“**Going Concern Requirement**” means the requirement under National Regulations for systemically relevant banks (*systemrelevante Banken*) to hold a minimum amount of going concern capital (*Eigenmittel zur*

ordentlichen Weiterführung der Bank), which amount is set by reference to the risk weighted assets (*risikogewichtete Positionen*) and/or by reference to the leverage ratio (*Höchstverschuldungsquote*) of such bank;

“**Group**” means CSG together with, from time to time, its consolidated Subsidiaries and any and all other entities included in its consolidated capital adequacy reports prepared pursuant to National Regulations or, as appropriate, BIS Regulations to which it is subject at such time;

“**Holder**” has the meaning given to it in Condition 2;

“**Independent Financial Adviser**” means an independent financial institution of international repute appointed at its own expense by CSG;

“**Interim Capital Report**” means a report based on the financial accounts of CSG and the Group containing, *inter alia*, the CET1 Ratio prepared by CSG upon request of the Regulator in respect of the Notes and with respect to which the Auditor has performed procedures in accordance with the International Standard on Related Services applicable to agreed-upon procedures engagements;

“**Interim Report Date**” means the date as at which the CET1 Ratio set out in an Interim Capital Report has been prepared;

“**Intermediary**” has the meaning given to it in Condition 1(b);

“**Intermediated Securities**” has the meaning given to it in Condition 1(b);

“**Issue Date**” means the date specified as such in the Pricing Schedule;

“**Listing Agent**” has the meaning given to it in the Pricing Schedule;

“**National Regulations**” means the prevailing national banking and capital adequacy laws directly applicable to CSG and prevailing capital adequacy regulations promulgated by the Regulator and applicable to CSG;

“**Optional Redemption Amount**” has the meaning given to it in the Pricing Schedule;

“**Optional Redemption Date**” means the First Optional Redemption Date and any other date specified as such in the Pricing Schedule;

“**Ordinary Shares**” means the registered ordinary shares of CSG, which as of the Issue Date have a nominal value of CHF 0.04 each;

a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);

“**Prevailing Rate**” means, in respect of any currencies on any day, the spot rate of exchange between the relevant currencies prevailing as at or about 12 noon (Zurich time) on that date as appearing on or derived from the Reference Page or, if such a rate cannot be determined at such time, the rate prevailing as at or about 12 noon (Zurich time) on the immediately preceding day on which such rate can be so determined or, if such rate cannot be so determined by reference to the Reference Page, the rate determined in such other manner as an Independent Financial Adviser shall in good faith prescribe;

“**Public Sector**” means the federal or central government or central bank in CSG’s country of incorporation;

“**Quarterly Financial Report**” means the financial accounts and disclosures of CSG and the Group in respect of a calendar quarter reporting period contained in a customary financial report published by CSG;

“**Rating Agencies**” means the rating agencies specified in the Pricing Schedule;

“**Reference Page**” means the relevant page on Bloomberg or such other information service provider that displays the relevant information;

“**Regulator**” means the national regulator body having the leading authority to supervise and regulate CSG with respect to its consolidated capital adequacy at the relevant time being, at the Issue Date, FINMA;

“**Replacement Rate**” has the meaning given to it in Condition 6(b)(vi);

“**Reporting Date**” means, with respect to any Financial Report, (a) in the case of a Quarterly Financial Report, the date of the financial statements contained in such Quarterly Financial Report, and (b) in the case of an Interim Capital Report, the relevant Interim Report Date;

“**Reset Date**” means the First Reset Date and each Subsequent Reset Date;

“**RWA Amount**” means, as at any date, the aggregate amount of all risk-weighted assets of the Group, calculated by CSG pursuant to BIS Regulations applicable at such time, expressed in CSG’s reporting currency;

“**SIX SIS**” means SIX SIS AG;

“**Specified Currency**” has the meaning given to it in Condition 1(a);

“**Specified Denomination**” has the meaning given to it in Condition 1(a);

“**Specified Office**” means, with respect to any Agent, the address specified with respect to such Agent in the Pricing Schedule or, after the Issue Date, such other address as may be notified to the Holders in accordance with Condition 9(c);

“**Statutory Loss Absorption Date**” has the meaning given to it in Condition 7(c);

“**Subsidiary**” means a direct or indirect subsidiary within the meaning of applicable Swiss law;

“**Substitute Issuer**” has the meaning given to it in Condition 13(c);

a “**Tax Event**” shall have occurred if in making any payments on the Notes, the Issuer:

- (a) has paid or will or would on the next payment date be required to pay, Additional Amounts; or
- (b) has paid, or will or would be required to pay, any additional tax in respect of the Notes, in each case under the laws or regulations of the Tax Jurisdiction, or any political subdivision or authority therein or thereof having the power to impose, levy, collect, withhold or assess Taxes, including, without limitation, any treaty to which the Tax Jurisdiction is a party, or any generally published application or interpretation of such laws, including a decision of any court or tribunal, or the generally published application or interpretation of such laws by any relevant tax authority or any generally published pronouncement by any tax authority,

and the Issuer cannot avoid the foregoing by taking measures reasonably available to it;

“**Tax Event Redemption Amount**” has the meaning given to it in the Pricing Schedule;

“**Tax Jurisdiction**” means Switzerland;

“**Taxes**” has the meaning given to it in Condition 10;

“**Threshold Ratio**” means, at any time, 7.00 per cent.;

“**Tier 1 Capital**” means Additional Tier 1 Capital together with Common Equity Tier 1 Capital;

“**Tier 1 Instruments**” means any and all shares, securities, participation securities or other obligations issued (a) by CSG or CS (in either case whether or not acting through a branch), but excluding Tier 1 Shares or (b) by

any Subsidiary of CSG and having the benefit of a guarantee, credit support agreement or similar undertaking of CSG or CS, each of which shares, securities or other obligations under (a) and (b) qualify, or are issued in respect of a security that qualifies, as Tier 1 Capital of CSG or CS and/or the Group (without regard to quantitative limits on such capital) on a consolidated (*Finanzgruppe*) or on an unconsolidated (*Einzelinstitut*) basis;

“**Tier 1 Shares**” means all classes of paid-in capital in relation to shares and participation certificates, if any, of CSG or any Subsidiary of CSG that qualify as Tier 1 Capital of CSG on a consolidated (*Finanzgruppe*) or on an unconsolidated (*Einzelinstitut*) basis;

“**Tier 2 Capital**” means any or all items constituting tier 2 capital under National Regulations or BIS Regulations, as the case may be;

“**Tier 2 Instruments**” means any and all securities or other obligations issued (a) by CSG or CS (in either case whether or not acting through a branch) or (b) by any Subsidiary of CSG and having the benefit of a guarantee, credit support agreement or similar undertaking of CSG or CS, each of which securities or other obligations under (a) and (b) qualify, or are issued in respect of a security that qualifies, as Tier 2 Capital of CSG, CS and/or the Group (without regard to quantitative limits on such capital) on a consolidated (*Finanzgruppe*) or on an unconsolidated (*Einzelinstitut*) basis;

“**Viability Event**” has the meaning given to it in Condition 7(a)(iii);

“**Viability Event Notice**” has the meaning given to it in Condition 7(a)(iii);

“**Write-down**” means the events set out in Condition 7(b);

“**Write-down Date**” means the date specified as such in the relevant Write-down Notice, which date shall be no later than ten Business Days after the date of the relevant Write-down Notice;

“**Write-down Event**” has the meaning given to it in Condition 7(a)(i);

“**Write-down Notice**” means a Contingency Event Notice or a Viability Event Notice, as the case may be; and

“**Zurich Banking Day**” means a day on which banks are open in the City of Zurich for the settlement of payments and of foreign exchange transactions.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such statutory modification or re-enactment.

Unless the context otherwise requires, references to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes and all other amounts in the nature of principal payable pursuant to these Conditions or any amendment or supplement to it, and (ii) “**interest**” shall be deemed to include any Additional Amounts that may be payable under Condition 10 or any undertaking given in addition to or in substitution for it pursuant to Condition 14 in respect of any such amount.

References in Condition 17 to listing on the SIX Swiss Exchange (or like or similar references) shall be construed as listing according to the Standard for Bonds (or any successor standard) of the SIX Swiss Exchange.

19 Governing Law and Jurisdiction

(a) *Governing Law*

These Conditions and the Notes shall be governed by, and construed in accordance with, the laws of Switzerland.

(b) Jurisdiction

Any dispute that might arise based on these Conditions or any of the Notes 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.

The above-mentioned courts shall have exclusive jurisdiction for any declaration of cancellation of the Notes.

PART B
Pricing Schedule

relating to Credit Suisse Group AG

CHF 525,000,000 3.000 per cent. Perpetual Tier 1 Contingent Write-down Capital Notes

This Pricing Schedule supplements Part A,
and forms an integral part of the Terms and Conditions of the Notes.

1	Issuer:	Credit Suisse Group AG
2	Series Number:	1
3	Aggregate Principal Amount:	
	(i) Series:	CHF 525,000,000
	(ii) Tranche:	CHF 525,000,000
4	(i) Specified Denomination:	CHF 5,000 and integral multiples of CHF 5,000 in excess thereof
	(ii) Calculation Amount:	CHF 5,000
5	Issue Date:	September 11, 2019
6	Interest Commencement Date:	Issue Date
7	Interest Basis:	To (but excluding) the Floating Rate Commencement Date, if any: Fixed Rate Reset (further particulars specified in 8 below) From (and including) the Floating Rate Commencement Date, if any, Floating Rate (further particulars specified in 9 below)

PROVISIONS RELATING TO INTEREST

8 Fixed Rate Reset Interest Provisions

(i)	Initial Interest Rate:	3.000 per cent. per annum
(ii)	Interest Payment Date(s):	November 11 in each year, commencing on November 11, 2019 (short first coupon), to (and including) the Floating Rate Commencement Date, if any
(iii)	Reset Determination Date:	In respect of any Reset Period, the second Zurich Banking Day immediately preceding the Reset Date at the start of such Reset Period
(iv)	Day Count Fraction:	30/360
(v)	First Reset Date:	First Optional Redemption Date
(vi)	Subsequent Reset Date(s):	November 11, 2030 and every fifth anniversary thereafter
(vii)	Reset Margin:	3.957 per cent. per annum (as calculated using interpolated GOTTEX on Bloomberg "SFSNT6" and "SFSNT7" page Fixed CHF versus SARON basis)

- (viii) Relevant Reset Screen Page: GOTTEX page on Bloomberg or, if such page is not available for any reason, the ICAP/ISDA quoted page on Bloomberg (or, in either case, such other page as may replace that page, or such other service as may be nominated by the person providing or sponsoring the information appearing there for the purposes of displaying comparable rates as determined by the Calculation Agent for the relevant rates for swap transactions in Swiss francs with an equivalent term to the relevant Reset Period)
- (ix) Floating Leg Reference Rate: The Swiss Average Rate Overnight (annually compounded or such other industry convention used for purposes of determination of the floating leg of the Reset Period Mid-Swap Rate Quotations, as determined by the Calculation Agent)
- (x) Initial Fall-Back Mid-Swap Rate: -0.955 per cent. per annum (being the mid-swap rate related to the Swiss Average Rate Overnight expressed in Swiss francs as calculated based on the Relevant Reset Screen Page on August 28, 2019)
- (xi) Specified Time: In respect of any Reset Determination Date, close of trading on the trading platform of SIX Repo AG (or any successor thereto) on such Reset Determination Date, which is expected to be on or around 6 p.m. (Zurich time)

9 Floating Rate Interest Provisions

- (i) Floating Interest Margin: 3.957 per cent. per annum
- (ii) Interest Payment Dates: From (but excluding) the Floating Rate Commencement Date (if any), November 11, February 11, May 11 and August 11 in each year, as adjusted in accordance with the Business Day Convention
- (iii) Interest Determination Date: In respect of any Floating Rate Interest Period, the date falling on the fifth Zurich Banking Day prior to the end of such Floating Rate Interest Period
- (iv) Day Count Fraction: Actual/360
- (v) Relevant Time: In respect of any Zurich Banking Day, close of trading on the trading platform of SIX Repo AG (or any successor thereto) on such Zurich Banking Day, which is expected to be on or around 6 p.m. (Zurich time)

PROVISIONS RELATING TO REDEMPTION

- 10 Optional Redemption** Applicable
- First Optional Redemption Date: November 11, 2025

	Other Optional Redemption Dates:	Each Interest Payment Date after the First Optional Redemption Date
	Optional Redemption Amount:	100 per cent. of the principal amount
11	Redemption due to Taxation	
	Tax Event Redemption Amount:	100 per cent. of the principal amount
	Tax Event Redemption Dates:	At any time in accordance with Condition 8(d)
12	Redemption for Capital Event	
	Capital Event Redemption Amount:	100 per cent. of the principal amount
	Capital Event Redemption Dates:	At any time in accordance with Condition 8(e)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

13	Additional Financial Centre(s):	Not applicable
14	Rating Agencies and Ratings:	Fitch Ratings Limited: BB S&P Global Ratings Europe Limited: BB-
15	Listing:	SIX Swiss Exchange
16	Principal Paying Agent:	Credit Suisse AG Paradeplatz 8 CH-8001 Zurich Switzerland
17	Listing Agent:	Credit Suisse AG Paradeplatz 8 CH-8001 Zurich Switzerland
18	Calculation Agent:	Credit Suisse AG Paradeplatz 8 CH-8001 Zurich Switzerland
19	Replacement Rate Agent:	Unless the Issuer has elected to redeem the Notes in accordance with Condition 8 and provided that no Write-down Event has occurred, the Issuer will appoint a Replacement Rate Agent on or prior to the first Zurich Banking Day (a) with respect to which SARON is to be determined pursuant to subclause (iii)(B) of the definition of SARON and (b) for which the SNB Policy Rate has not been published thereon. The Issuer will notify the Holders prior to any such appointment in accordance with Condition 17. The Issuer may appoint an affiliate of the Issuer or any other person as Replacement Rate Agent, so long as such affiliate or other person is a leading bank or financial institution that is experienced in the

calculations or determinations to be made by the Replacement Rate Agent.

20	ISIN:	CH0494734384
21	Common Code:	205040340
22	Swiss Security Number:	49'473'438

USE OF PROCEEDS

The net proceeds from the Notes, amounting to CHF 517,125,000, will be used by the Issuer for its general corporate purposes, which could include investments in its subsidiaries.

CREDIT SUISSE GROUP AG

Structure and Business of the Issuer

The Issuer 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 30 June 2019, had 46,360 employees from over 150 different nations. The Group's broad footprint helps it to generate a 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 two other divisions specialising in investment banking capabilities: Global Markets and Investment Banking & Capital Markets. The Group's business divisions cooperate closely to provide holistic financial solutions, including innovative products and specially tailored advice.

For information regarding the evolution of the Group's legal entity structure, refer to "*I—Information on the company—Strategy—Evolution of legal entity structure*" in the Annual Report 2018. For information regarding recent changes to the Group's divisional structure and the wind-down of the Strategic Resolution Unit as a separate division, refer to "*I—Information on the company—Divisions—Strategic Resolution Unit*" in the Annual Report 2018.

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 Switzerland, which offers attractive growth opportunities and where the Group can build on a strong market position across its key businesses. The Group's Private Clients business has a leading franchise in its Swiss home market and serves ultra-high-net-worth individuals, high-net-worth individual, affluent and retail clients. The Group's 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. 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.

Asia Pacific

In the Asia Pacific division, the Group's wealth management, financing and underwriting and advisory teams work closely together to deliver integrated advisory services and solutions to its target ultra-high-net-worth, entrepreneur and corporate clients. The Group's Wealth Management & Connected business combines its activities in wealth management with its financing, underwriting and advisory activities. The Group's Markets business represents its equities and fixed income sales and trading businesses, which support its wealth management activities, but also deals extensively with a broader range of institutional clients.

Global Markets

The Global Markets division offers a broad range of financial products and services to client-driven businesses and also supports the Group's global wealth management businesses and their clients. The Group's suite of products and services includes global securities sales, trading and execution, prime brokerage and comprehensive investment research. The Group's clients include financial institutions, corporations, governments, institutional investors, such as pension funds and hedge funds, and private individuals around the world.

Investment Banking & Capital Markets

The Investment Banking & Capital Markets division offers a broad range of investment banking services to corporations, financial institutions, financial sponsors and ultra-high-net-worth individuals and sovereign clients. The Group's range of products and services includes advisory services related to mergers and acquisitions, divestitures, takeover defence mandates, business restructurings and spin-offs. The division also engages in debt and equity underwriting of public securities offerings and private placements.

Management

Board of Directors of Credit Suisse Group AG (the "Board")

The members of the Board as of the date of this Information Memorandum are listed below. As of the date hereof, the composition of the Board of Directors of Credit Suisse Group AG 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 Credit Suisse Group AG 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 CH-8001 Zurich Switzerland	Professional history 2004 - present: Credit Suisse Member of the Board (2009 - present) Chairman of the Board (2011- present) and the Governance and Nominations Committee (2011 - present) Chairman of the Conduct and Financial Crime Control Committee (2019 - present) Member of the Innovation and Technology Committee (2015 - present) Member of the board of directors of Credit Suisse (Schweiz) AG (2015 - present) Vice-Chairman 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) 2000 - 2004: ProSiebenSat.1 Media AG Chairman of the Executive Board and CEO 1983 - 1999: Lenz & Staehelin Partner (1992 - 1999)

Name	Business Address	Position Held
Iris Bohnet	Harvard Kennedy School Harvard University Cambridge, Massachusetts United States	<p>Attorney (1983 - 1988; 1990 - 1992) 1988 - 1989: Sullivan & Cromwell LLP, New York Attorney</p> <p>Education 1990 Admission to the bar of the State of New York, United States 1986 Admission to the bar of the Canton of Zurich, Switzerland 1983 Master in Law (lic.iur.), University of Zurich, Switzerland</p> <p>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 Roundtable, member* University of Zurich Department of Economics, chairman of the advisory board Lucerne Festival, board of trustees member</p> <hr/> <p>* Mr. Rohner performs functions in these organisations in his capacity as Chairman of the Group.</p> <p>Professional history 2012 - present: Credit Suisse Member of the Board (2012 - present) Member of the Compensation Committee (2012 - 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</p> <p>Education 1997 Doctorate in Economics, University of Zurich, Switzerland 1992 Master's degree in Economic History, Economics and Political Science, University of Zurich, Switzerland</p> <p>Other activities and functions Applied, board 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</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Christian Gellerstad	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>genEquality, advisor</p> <p>Professional history 2019 - present: Credit Suisse Member of the Board (2019 - 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</p> <p>Education 1996 Certified International Investment Analyst (CIIA) & Certified Portfolio Manager and Financial Analyst (AZEK/CFPI) 1993 Master in Business Administration and Economics, University of St. Gallen (HSG), Switzerland</p> <p>Other activities and functions Taurus Group SA, board member FAVI SA, board member AFICA SA, board member Tsampéhro SA, board member</p>
Andreas Gottschling	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professional history 2017 - present: Credit Suisse Member of the Board (2017 - present) Chairman 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) 2003 - 2005: LGT Capital Management, Switzerland Head of Quant Research 2000 - 2003: Euroquants, Germany</p>

Name	Business Address	Position Held
Alexander Gut	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Consultant 1997 - 2000: Deutsche Bank, Frankfurt Head of Quantitative Analysis</p> <p>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</p> <p>Other activities and functions Mr. Gottschling does not hold any directorships outside of the Group</p> <p>Professional history 2016 - present: Credit Suisse Member of the Board (2016 - present) Member of the Audit Committee (2016 - present) Member of the Innovation and Technology Committee (2017 - present) Member of the board of directors of Credit Suisse (Schweiz) AG (2016 - present) 2007 - present: Gut Corporate Finance AG Managing Partner 2003 - 2007: KPMG Switzerland Member of the Executive Committee, Switzerland Partner and Head of Audit Financial Services, Switzerland (2004 - 2007) and region Zurich (2003 - 2004) 2001 - 2003: Ernst & Young Partner, Transaction Advisory Services practice 1991 - 2001: KPMG Switzerland Senior Manager, Audit Financial Services Senior Manager, Banking Audit Banking Auditor</p> <p>Education 1996 Swiss Certified Accountant, Swiss Institute of Certified Accountants and Tax Consultants 1995 Doctorate in Business Administration, University of Zurich, Switzerland 1990 Master's degree in Business Administration, University of Zurich, Switzerland</p> <p>Other activities and functions Adecco Group Ltd., board member and chairman of the governance and nomination committee</p> <p>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</p>
Michael Klein	M Klein & Company 640 5th Avenue 12 th Floor New York, NY 10019 United States	<p>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</p>

Name	Business Address	Position Held
Shan Li	Silk Road Finance Corporation 53/F, Bank of China Tower 1 Garden Road, Central Hong Kong	<p>Co-President Markets & Banking CEO, Global Banking CEO Markets and Banking EMEA Various senior management positions</p> <p>Education 1985 Bachelors of Science in Economics (Finance and Accounting), The Wharton School, University of Pennsylvania, United States</p> <p>Other activities and functions Churchill Capital Corporation, co-founder and chairman of the board TBG Limited, member of the board Akbank, member of the international advisory board Harvard Global Advisory Council, member Peterson Institute for International Economics, board member The World Food Programme, member of the investment advisory board Conservation International, board member Horace Mann School, member of the board of trustees</p> <p>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, 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 Adviser 2010 - 2011: UBS Asia Investment Bank, Hong Kong Vice Chairman 2001 - 2005: Bank of China International Holdings, Hong Kong CEO 1999 - 2001: Lehman Brothers, 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</p> <p>Education 1994 PhD in Economics, Massachusetts Institute of Technology (MIT), United States</p>

Name	Business Address	Position Held
Seraina Macia	AIG 175 Water Street New York, NY 10038 United States	<p>1988 MA in Economics, University of California, Davis, United States</p> <p>1986 Bachelor of Science in Management Information Systems, Tsinghua University, Beijing, China</p> <p>Other activities and functions Chinastone Capital Management, Chairman</p> <p>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) 2017 - present: 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 rating 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)</p> <p>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</p> <p>Other activities and functions BanQu, chair CFA Institute, member Food Bank for New York City, chair</p> <p>Professional history 2008 - present: Credit Suisse</p>
Kai S. Nargolwala	Credit Suisse Group AG Paradeplatz 8	2008 - present: Credit Suisse

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
	CH-8001 Zurich Switzerland	<p>Member of the Board (2013 - present) Member of the Conduct and Financial Crime Control Committee (2019 - present) Chairman 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 director 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</p> <p>Education 1974 Fellow of the Institute of Chartered Accountants (FCA), England and Wales 1969 BA in Economics, University of Delhi, India</p> <p>Other activities and functions Prudential plc, board member Prudential Corporation Asia Limited, director and non-executive chairman PSA International Pte. Ltd. Singapore, board member Clifford Capital Pte. Ltd., director and non-executive chairman Duke-NUS Graduate Medical School, Singapore, chairman of the governing board Singapore Institute of Directors, Fellow</p> <p>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 CFO of Organising Committee (2016) 2012 - 2015: Brunswick Group</p>
Ana Paula Pessoa	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>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 CFO of Organising Committee (2016) 2012 - 2015: Brunswick Group</p>

Name	Business Address	Position Held
Joaquin J. Ribeiro	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Managing partner of Brazilian Branch 2001 - 2011: Infoglobo Newspaper Group CFO and Innovation Director 1993 - 2001: Globo Organisations Senior management positions in several media divisions</p> <p>Education 1991 MA, FRI (Development Economics), Stanford University, California, United States 1988 BA, Economics and International Relations, Stanford University, California, United States</p> <p>Other activities and functions Aegea Saneamento SA, board member News Corporation, board member Instituto Atlántico de Gobierno, advisory board member Vinci Group, board member The Nature Conservancy, advisory board member Stanford Alumni Brasil Association (SUBA), board member Fundação Roberto Marinho, member of the audit committee Global Advisory Council for Stanford University, member</p> <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 and 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, United States 1978 Bachelor degree in Accounting, Pace University, New York, United States</p> <p>Other activities and functions Mr. Ribeiro does not hold any directorships outside of the Group</p> <p>Professional history 2014 - present: Credit Suisse Member of the Board (2014 - present) Vice-Chair and Lead Independent Director of the Board (2017 - present)</p>
Severin Schwan	F. Hoffmann-La Roche Ltd Grenzacherstr. 124 CH-4070 Basel 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)</p>

Name	Business Address	Position Held
John Tiner	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Member of the Governance and Nominations Committee (2017 - present)</p> <p>Member of the Risk Committee (2014 - present)</p> <p>Member of the board of directors of Credit Suisse (Schweiz) AG (2015 - 2017)</p> <p>1993 - present: Roche Group CEO (2008 - present)</p> <p>Member of the board of Roche Holding Ltd. (2013 - present)</p> <p>CEO, Division Roche Diagnostics (2006 - 2008)</p> <p>Head of Asia Pacific Region, Roche Diagnostics Singapore (2004 - 2006)</p> <p>Head of Global Finance & Services, Roche Diagnostics Basel (2000 - 2004)</p> <p>Various management and other positions with Roche Germany, Belgium and Switzerland (1993 - 2000)</p> <p>Education</p> <p>1993 Doctor of Law, University of Innsbruck, Austria</p> <p>1991 Master's degrees in Economics and Law, University of Innsbruck, Austria</p> <p>Other activities and functions</p> <p>International Federation of Pharmaceutical Manufacturers & Associations (IFPMA), vice-president</p> <p>International Business Leaders Advisory Council for the Mayor of Shanghai, member</p> <p>Professional history</p> <p>2009 - present: Credit Suisse</p> <p>Member of the Board (2009 - present)</p> <p>Member of the Conduct and Financial Crime Control Committee (2019 - present)</p> <p>Chairman of the Audit Committee (2011 - present)</p> <p>Member of the Governance and Nominations Committee (2011 - present)</p> <p>Member of the Risk Committee (2011 - present)</p> <p>Member of the Audit Committee (2009 - present)</p> <p>Member of the board of Credit Suisse Holdings (USA), Inc./ Credit Suisse (USA), Inc./Credit Suisse Securities (USA) LLC (U.S. subsidiaries) (2015 - present)</p> <p>2008 - 2013: Resolution Operations LLP CEO</p> <p>2001 - 2007: Financial Services Authority (FSA) CEO (2003 - 2007)</p> <p>Managing director of the investment, insurance and consumer directorate (2001 - 2003)</p> <p>Prior to 2001: Arthur Andersen, UK Managing partner, UK Business Consulting (1998 - 2001)</p> <p>Managing partner, Worldwide Financial Services practice (1997 - 2001)</p> <p>Head of UK Financial Services practice (1993 - 1997)</p> <p>Partner in banking and capital markets (1988 - 1997)</p> <p>Auditor and consultant, Tansley Witt (later Arthur Anderson UK) (1976 - 1988)</p> <p>Education</p> <p>2010 Honorary Doctor of Letters, Kingston University, London, England</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Honorary Chairman of Credit Suisse Group AG Rainer E. Gut	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	1981 UK Chartered Accountant, Institute of Chartered Accountants in England and Wales Other activities and functions Ardonagh Group Limited, chairman Salcombe Brewery Limited, chairman Rainer E. Gut was appointed Honorary Chairman of Credit Suisse Group AG in 2000 after he retired as Chairman, a position he had held from 1986 to 2000. Mr. Gut was a member of the board of Nestlé SA, Vevey, from 1981 to 2005, where he was vice-chairman from 1991 to 2000 and chairman from 2000 to 2005. As Honorary Chairman, Mr. Gut does not have any function in the governance of the Group and does not attend the meetings of the Board.

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 Information Memorandum, all members of the Board are independent.

Executive Board of Credit Suisse Group AG (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 Information Memorandum are listed below. As of the date hereof, the composition of the Executive Board of Credit Suisse Group AG and the Executive Board of Credit Suisse AG is identical, with the exception of Mr. Gottstein, who is a member of the Executive Board of Credit Suisse Group AG, 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 Credit Suisse Group AG and the Executive Board of Credit Suisse AG, except as otherwise specified.

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Tidjane Thiam	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	Professional history 2015 - present: Credit Suisse Chief Executive Officer (2015 - present) Member of the Executive Board (2015 - present)

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
James L. Amine	Credit Suisse Eleven Madison Avenue New York, NY 10010 United States	<p>Member of the board of directors of Credit Suisse (Schweiz) AG (2016 - present) 2008 - 2015: Prudential plc Group Chief Executive (2009 - 2015) Chief Financial Officer (2008 - 2009) 2002 - 2008: Aviva Chief Executive, Europe (2006 - 2008) Managing director, International (2004 - 2006) Group strategy & development director (2002 - 2004) 2000 - 2002: McKinsey & Co Partner, Paris 1998 - 1999: Minister of planning and development, Côte d'Ivoire 1994 - 1998: National Bureau for Technical Studies & Development, Côte d'Ivoire Chairman and Chief Executive Prior to 1994: McKinsey & Co Consultant, Paris, London and New York</p> <p>Education 1988 Master of Business Administration, INSEAD, France 1986 Ingénieur Civil des Mines, Ecole Nationale Supérieure des Mines de Paris, France 1984 Ingénieur Diplômé de l'Ecole Polytechnique, Ecole Polytechnique, Paris, France</p> <p>Other activities and functions International Olympic Committee (IOC), member Group of Thirty (G30), member International Business Council of the World Economic Forum, member</p> <p>Professional history 1997 - present: Credit Suisse CEO Investment Banking & Capital Markets (2015 - present) Member of the Executive Board (2014 - present) Member of the board of Credit Suisse Holdings (USA), Inc./Credit Suisse (USA), Inc./Credit Suisse Securities (USA) LLC (U.S. subsidiaries) (2014 - present) Joint Head of Investment Banking, responsible for the Investment Banking Department (2014 - 2015) Head of Investment Banking Department (2012 - 2015) Member of the executive board of Credit Suisse Holdings (USA), Inc. (2010 - 2015) Co-Head of Investment Banking Department, responsible for the Americas and Asia Pacific (2010 - 2012) Co-Head of Investment Banking Department, responsible for EMEA and Asia Pacific and Head of Global Market Solutions Group (2008 - 2010) Head of European Global Markets Solutions Group and Co-Head of Global Leveraged Finance (2005 - 2008) Head of European Leveraged Finance (1999 - 2000; 2003 - 2005), Co-Head (2000 - 2003) Various functions within High-Yield Capital Markets of Credit Suisse First Boston (1997 - 1999) Prior to 1997: Cravath, Swaine & Moore Attorney</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Pierre-Olivier Bouée	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Education 1984 JD, Harvard Law School, United States 1981 BA, Brown University, United States</p> <p>Other activities and functions Brown University, President's Advisory Council on Economics New York Cares, board member Leadership Committee of Lincoln Center Corporate Fund, member Caramoor Center for Music and the Arts, board member Harvard Law School, dean's advisory board member Credit Suisse Americas Foundation, board member</p> <p>Professional history 2015 - present: Credit Suisse Chief Operating Officer (2015 - present) Member of the Executive Board (2015 - present) Member of the Innovation and Technology Committee (2017 - present) Chief of Staff (2015) 2008 - 2015: Prudential Plc Group Risk Officer (2013 - 2015) Managing Director, CEO Office (2009 - 2013) Business representative Asia (2008 - 2013) 2004 - 2008: Aviva Director, Central & Eastern Europe (2006 - 2008) Director, Group strategy (2004 - 2006) 2000 - 2004: McKinsey & Company Associate principal (2004) Engagement manager (2002 - 2004) Associate (2000 - 2002) 1997 - 2000: French Government Ministry of Economy and Finance, Treasury Department Deputy General Secretary of the Paris Club Deputy Head, International Debt office (F1)</p> <p>Education 1997 Master in Public Administration, Ecole Nationale d'Administration (ENA), France 1991 Master in Business and Finance, Hautes Etudes Commerciales (HEC), France 1991 Master in Corporate Law, Faculté de Droit Paris XI, Jean Monnet, France</p> <p>Other activities and functions SIX Group AG, board member</p>
Romeo Cerutti	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professional history 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, Zurich Attorney-at-law Prior to 1995: Latham and Watkins, Los Angeles</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Brian Chin	Credit Suisse Eleven Madison Avenue New York, NY 10010 United States	<p>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, United States 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, Switzerland 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 Zurich Chamber of Commerce, board member Swiss-American Chamber of Commerce, legal group member Ulrico Hoepli Foundation, board of trustees member</p> <p>Professional history 2003 - present: Credit Suisse CEO Global Markets (2016 - present) 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 Securitized 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 Bachelor of Science in Accounting, Rutgers University, United States</p> <p>Other activities and functions Credit Suisse Americas Foundation, board member</p>
Thomas P. Gottstein	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professional history 1999 - present: Credit Suisse CEO Credit Suisse (Schweiz) AG (2016 - present) CEO Swiss Universal Bank (2015 - present) Member of the Executive Board of CSG (2015 - present) Member of the Executive Board of Credit Suisse AG (2015 - 2016) Head of Premium Clients Switzerland & Global External Asset Managers (2014 - 2015) Head of Investment Banking Coverage Switzerland (2010 - 2013)</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Lydie Hudson	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Co-Head of Equity Capital Markets EMEA (2007 - 2009) Head of Equity Capital Markets Switzerland, Austria and Scandinavia, London (2005 - 2007) Head of Equity Capital Markets Switzerland, Zurich (2002 - 2005) Investment Banking Department Switzerland (1999 - 2002) Prior to 1999: UBS Telecoms Investment Banking and Equity Capital Markets</p> <p>Education 1996 Doctoral degree 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 Pension Fund of Credit Suisse Group (Switzerland), member of the foundation board and investment committee Credit Suisse Foundation, board member Private Banking Steering Committee of the Swiss Banking Association, member FINMA Private Banking Panel, member Swiss Entrepreneurs Foundation, member of the foundation board Opernhaus Zurich, board member</p> <p>Professional history 2008 - present: Credit Suisse Chief Compliance Officer (2019 - present) Member of the Executive Board (2019 - present) 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 2006 Master in Business Administration (MBA), Harvard Business School, United States 2001 Bachelor of Arts, International Politics and Economics, Middlebury College, United States</p> <p>Other activities and functions Good Shepherd Services, board member World Economic Forum, Young Global Leader</p>
David R. Mathers	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<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)</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Antoinette Poschung	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Head of Finance and COO of Investment Banking (2007 - 2010)</p> <p>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</p> <p>Global head of equity research (1997 - 1998)</p> <p>Research analyst, HSBC James Capel (1987 - 1997)</p> <p>Education</p> <p>1991 Associate Certification, Society of Investment Analysis</p> <p>1991 MA in Natural Sciences, University of Cambridge, England</p> <p>1987 BA in Natural Sciences, University of Cambridge, England</p> <p>Other activities and functions</p> <p>European CFO Network, member</p> <p>Women in Science & Engineering (WISE) program and academic awards and grants at Robinson College, Cambridge, sponsor</p> <p>Professional history</p> <p>2003 - present: Credit Suisse</p> <p>Global Head of Human Resources (2019 - present)</p> <p>Member of the Executive Board (2019 - present)</p> <p>Conduct and ethics ombudsperson (2018 - present)</p> <p>Head of Human Resources for Corporate Functions (2018 - 2019)</p> <p>Head of Talent Development & Organizational Effectiveness (2015 - 2017)</p> <p>Head of Compensation, Benefits & Payroll (2012 - 2014)</p> <p>Head of Human Resources Shared Services (2008 - 2012)</p> <p>Head of Human Resources, Winterthur Insurance Group (2003 - 2007)</p> <p>2007 - 2008: AXA-Winterthur</p> <p>Member of the executive board and head of human resources</p> <p>2001 - 2003: Canton Zurich</p> <p>Head of human resources for the Cantonal Administration</p> <p>1998 - 2001: Baloise Group</p> <p>Head of human resources Basler Insurance</p> <p>Education</p> <p>2016 Certificate of Organizational and Executive Coaching, Columbia University, United States</p> <p>1989 Master in Education, Psychology and Philosophy, University of Zurich, Switzerland</p> <p>Other activities and functions</p> <p>Ms. Poschung does not hold directorships in other organisations.</p> <p>Professional history</p> <p>1999 - present: Credit Suisse</p> <p>CEO Asia Pacific (2015 - present)</p> <p>Member of the Executive Board (2015 - present)</p> <p>Regional CEO of APAC (2014 - 2015)</p> <p>Head of Investment Banking Asia Pacific (2012 - 2015)</p>
Helman Sitohang	Credit Suisse One Raffles Link South Lobby, # 03/#04-01 Singapore 039393 Singapore	<p>Professional history</p> <p>1999 - present: Credit Suisse</p> <p>CEO Asia Pacific (2015 - present)</p> <p>Member of the Executive Board (2015 - present)</p> <p>Regional CEO of APAC (2014 - 2015)</p> <p>Head of Investment Banking Asia Pacific (2012 - 2015)</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
Lara J. Warner	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Co-Head of the Emerging Markets Council (2012 - 2015) CEO of South East Asia (2010 - 2015) Co-Head of the Investment Banking 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</p> <p>Education 1989 Bachelor of Science in Engineering, Bandung Institute of Technology, Indonesia</p> <p>Other activities and functions Credit Suisse Foundation, board member Room to Read Singapore Ltd., regional board member</p> <p>Professional history 2002 - present: Credit Suisse Chief Risk Officer (2019 - present) Chief Compliance and Regulatory Affairs Officer (2015 - 2019) Member of the Executive Board (2015 - present) Chief Operating Officer, Investment Banking (2013 - 2015) Chief Financial Officer, Investment Banking (2010 - 2015) Head of Global Fixed Income Research (2009 - 2010) Head of U.S. Equity Research (2004 - 2009) Senior Equity Research Analyst (2002 - 2004) 1999 - 2001: Lehman Brothers Equity research analyst Prior to 1999: AT&T Director of Investor Relations (1997 - 1999) Chief Financial Officer, Competitive Local Exchange Business (1995 - 1997) Various finance and operating roles (1988 - 1995)</p> <p>Education 1988 Bachelor of Science, Pennsylvania State University, United States</p> <p>Other activities and functions Pennsylvania State University Board of Visitors, member Women’s Leadership Board of Harvard University’s John F. Kennedy School of Government, chair emeritus Aspen Institute’s Business and Society Program, board member Harvard Kennedy School—Dean’s Executive Committee, board member</p>
Philipp Wehle	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professional history 2005 - present: Credit Suisse CEO International Wealth Management (2019 - present) Member of the Executive Board (2019 - present) Head of International Wealth Management Finance (2015 - 2019) Head of Finance, Private Banking Coverage (2015) Head of Financial Management Region & Wealth</p>

<u>Name</u>	<u>Business Address</u>	<u>Position Held</u>
		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) 2001 - 2005: Consart Management Consultants Consulant / Project Manager Education 2001 Master's Degree in Economics, University of Bonn, Germany Other activities and functions CS InvestLab AG, board member Credit Suisse Asset Management & Investor Services (Schweiz) Holding AG, board member "Akademischer Hilfsfonds", Bonn, member

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 the Issuer.

Audit Committee

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

- John Tiner (Chairman)
- Andreas Gottschling
- Alexander Gut
- Ana Paula Pessoa
- Joaquin J. Ribeiro

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 2018.

Corporate Governance

The Issuer fully adheres to the principles set out in the Swiss Code of Best Practice for Corporate Governance, dated August 28, 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 2018.

In connection with the Issuer’s primary listing on the SIX Swiss Exchange, it is subject to the SIX Directive on Information Relating to Corporate Governance, dated March 20, 2018. The Issuer’s shares are also listed on the New York Stock Exchange (the “**NYSE**”) in the form of American Depositary Shares (“**ADS**”), and certain of the Issuer’s exchange traded notes are listed on the Nasdaq Stock Market (the “**Nasdaq**”). As a result, the Issuer is subject to certain U.S. rules and regulations. The Issuer 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 2018.

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

The Issuer was incorporated under Swiss law as a corporation (*Aktiengesellschaft*) with unlimited duration under the name “CS Holding” on March 3, 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 May 6, 2008, the Issuer changed its name to “Credit Suisse Group AG”. The Issuer’s registered and principal executive office is located at Paradeplatz 8, CH-8001, Zurich, Switzerland and its telephone number is +41 44 212 1616.

Business Purpose

Article 2 of the Issuer’s Articles of Association (dated April 26, 2019) 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 the Issuer for the years ended December 31:

Dividend per ordinary share	CHF	USD⁽¹⁾
2018 ⁽²⁾	0.262	0.257
	5	1
2017 ⁽²⁾	0.25	0.249
	0.70	0.716
2016 ⁽³⁾	0.70	0.719
	0.70	0.746
2015 ⁽³⁾	0.70	4
2014 ⁽³⁾	0.70	4

Note:

- (1) Represents the distribution on each ADS, rounded to the nearest USD 0.0001. For further information, refer to www.credit-suisse.com/dividend.
- (2) Distribution out of reserves from capital contributions.
- (3) Distribution out of reserves from capital contributions. The distribution was paid in the form of cash or new shares of the Issuer or a combination thereof (subject to any legal restrictions applicable 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 2018.

Auditors

The Issuer’s auditor is the independent registered public accounting firm, KPMG AG (“**KPMG AG**”), Rffelstrasse 28, CH-8045 Zurich, Switzerland. The Issuer’s consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive income, changes in equity and cash flows for each of the years in the three-year period ended December 31, 2018 were audited by KPMG AG in accordance with the standards of the Public Company Accounting Oversight Board (United States). The Issuer’s statutory auditor is KPMG AG. The Issuer’s standalone financial statements for the year ended December 31, 2018 were audited by KPMG AG in accordance with Swiss law and Swiss Auditing Standards. The Issuer’s statutory auditor is independent in accordance with provisions of Swiss law and the requirements of the Swiss audit profession. KPMG AG is registered with the Swiss Expert Association for Audit, Tax and Fiduciary. KPMG AG is also registered with the Federal Audit Oversight Authority, which is responsible for the licensing and supervision of audit firms and individuals which provide audit services in Switzerland.

The lead Group engagement partners are Nicholas Edmonds, Group Lead Audit Partner (since 2016) and Shaun Kendrigan, Group Engagement Partner (since 2019).

In 2018, upon the recommendation of the Audit Committee, the Board has decided to propose PricewaterhouseCoopers AG to succeed KPMG AG as the Issuer’s new statutory auditor at the Issuer’s annual general meeting in April 2020. The appointment is proposed to be effective for the fiscal year ending December 31, 2020 and is subject to shareholder approval.

In addition, the Issuer has mandated BDO AG, Fabrikstrasse 50, CH-8031 Zurich, as special auditor for the 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 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 2018.

Share Capital

The following summary describes the Issuer’s share capital and shares. For a detailed description of the terms of the Issuer’s shares, refer to the Annual Report 2018, which is incorporated by reference into this Information Memorandum.

As of December 31, 2018, the Issuer had fully paid and issued share capital of CHF 102,240,468.80, comprised of 2,556,011,720 registered shares with a par value of CHF 0.04 each. As of December 31, 2018, the Issuer had additional authorised share capital in the amount of CHF 6,604,729.20, authorising the Board to issue at any time until April 28, 2019 up to 165,118,230 registered shares, to be fully paid up, with a par value of CHF 0.04 each, of which 62,118,230 were reserved exclusively for issuance to shareholders in connection with a stock dividend or a scrip dividend. As of December 31, 2018, the Issuer had total conditional capital in the amount of CHF 16,000,000, for the issuance of a maximum of 400,000,000 registered shares (369,492,777 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 the Issuer’s bonds or other financial market instruments, or any other member of the Group, that allow for contingent compulsory conversion into the Issuer’s shares and that are issued in order to fulfil or maintain compliance with regulatory requirements of the Issuer and/or any of other member of the Group (contingent convertible bonds). In addition, of the CHF 16,000,000 in conditional 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 the Issuer or any other member of the Group (equity-related financial market instruments). As of December 31, 2018, the Issuer had conversion capital in the amount of CHF 6,000,000 through the issue of a maximum of 150,000,000 registered shares (of which 135,569,517 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 the Issuer or any other member of the Group, or other financial market instruments of the Issuer or any other member of the Group, that provide for a contingent or unconditional compulsory conversion into the Issuer's shares.

As of December 31, 2018, the Issuer, together with its subsidiaries, held 5,427,691 of its own shares (representing 0.21 per cent. of its issued shares on December 31, 2018).

As of August 20, 2019, the Issuer had fully paid and issued share capital of CHF 102,240,468.80, comprised of 2,556,011,720 registered shares with a par value of CHF 0.04 each. As of August 20, 2019, the Issuer had additional authorised share capital in the amount of CHF 4,120,000, authorising the Board to issue at any time until April 26, 2021, up to 103,000,000 registered shares, to be fully paid up, with a par value of CHF 0.04 each. As of August 20, 2019, the Issuer had total conditional 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 the Issuer's bonds or other financial market instruments, or any other member of the Group, that allow for contingent compulsory conversion into the Issuer's shares and that are issued in order to fulfil or maintain compliance with regulatory requirements of the Issuer and/or any of other member of the Group (contingent convertible bonds). In addition, of the CHF 16,000,000 in conditional 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 the Issuer or any other member of the Group (equity-related financial market instruments). As of August 20, 2019, the Issuer had conversion capital in the amount of CHF 6,000,000 through the issue of a maximum of 150,000,000 registered shares (of which 38,950,700 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 the Issuer or any other member of the Group, or other financial market instruments of the Issuer or any other member of the Group, that provide for a contingent or unconditional compulsory conversion into the Issuer's shares.

As of August 20, 2019, the Issuer, together with its subsidiaries, held 73,025,125 of its own shares (representing 2.86 per cent. of its issued shares on August 20, 2019).

Shares issued by the Issuer as a result of the conversion of conditional capital and the corresponding increase in share capital are generally recorded only once a year, and this recording entails a revision of the Issuer's Articles of Association and new registration of the total share capital in the Commercial Register of the Canton of Zurich.

The Issuer's shares are listed on the SIX Swiss Exchange under the symbol "CSGN". The Issuer's ADS are traded on the NYSE under the symbol "CS". The last reported sale price of the Issuer's shares on August 23, 2019 was CHF 11.225 and the last reported sale price of the Issuer's ADS on August 23, 2019 was USD 11.29.

Legal Proceedings

The Issuer 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 as of the end of 2018, see "Note 39—Litigation" in "VI—Consolidated financial statements—Credit Suisse Group" in the Annual Report 2018. For information regarding developments in the Group's legal proceedings since publication of the Annual Report 2018 and its litigation provisions as of March 31, 2019 and June 30, 2019, see "Note 33—Litigation" in "III—Condensed consolidated financial statements—unaudited" in each of the Quarterly Reports.

Except as disclosed in this Information Memorandum (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.

Additional Information

The Issuer is a publicly held corporation and the Issuer's shares have been listed and traded on the SIX Swiss Exchange and as ADS in New York. Since May 4, 2009, the date on which the trading in Swiss blue chips was transitioned from SWX Europe Ltd. to the newly created SIX Swiss Exchange "Swiss Blue Chip Segment", trading in the Issuer's registered shares is again on the SIX Swiss Exchange. Prior to May 4, 2009, the Issuer's shares had traded on SWX Europe Ltd. (formerly known as virt-x) since June 25, 2001. The Issuer's ADS are traded on the NYSE.

For information on the Issuer's subsidiaries, see "Note 40—Significant subsidiaries and equity method investments" in "VI—Consolidated financial statements—Credit Suisse Group" in the Annual Report 2018.

The Swiss Official Gazette of Commerce (*Schweizerisches Handelsamtsblatt*) is the Issuer's official medium for publication of notices and announcements. Announcements for and notices to shareholders and others are published in the Swiss Official Gazette of Commerce, except where the law prescribes some other manner of notification.

The Issuer prepares its consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Issuer does not prepare its accounts in accordance with International Financial Reporting Standards (IFRS).

For further information about the Issuer, refer to the Annual Report 2018 and the 2019 Quarterly Reports, which are incorporated by reference in this Information Memorandum.

The Issuer's Articles of Association were last revised on April 26, 2019, and are incorporated by reference into this Information Memorandum.

Material Changes

Except as otherwise disclosed in this Information Memorandum (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 June 30, 2019.

FINANCIAL INFORMATION OF CSG

For further information regarding the financial statements and other financial information of CSG, refer to the Annual Report 2017, the Annual Report 2018, the Financial Report 1Q19 and the Financial Report 2Q19, which are incorporated by reference herein as described in “*Documents incorporated by reference*”.

SWISS TAXATION

The following discussion of taxation in this section is only an indication of certain tax implications currently in force under the laws of Switzerland as they may affect investors. It applies only to persons who are beneficial owners of the Notes 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 Information Memorandum. 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, Notes. The Issuer makes no representations as to the completeness of the information nor undertakes 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, Notes under the laws of the countries in which they are liable to taxation and in light of their particular circumstances.

Swiss Withholding Tax

The Notes will qualify for the statutory exemption under Article 5(1)(g) of the Swiss Withholding Tax Act of October 13, 1965 (*Bundesgesetz über die Verrechnungssteuer vom 13. Oktober 1965*), pursuant to which interest payments by the Issuer in respect of the Notes will be exempt from Swiss withholding tax (*Verrechnungssteuer*). In order for the Notes to qualify for the exemption, the Regulator must have approved the Notes for purposes of meeting regulatory requirements. In respect of the Notes, the Issuer will obtain such approval from the Regulator prior to the Issue Date and, on the basis of such approval, will obtain from the Swiss Tax Administration confirmation on the qualification of the Notes for the statutory withholding tax exemption.

On June 26, 2019 the Swiss Federal Council announced that it will publish a draft on the reform of the Swiss withholding tax system in the fall of 2019. The reform is expected to, among other things, replace the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. This paying agent-based regime is expected to (i) subject all interest payments made by paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax and (ii) exempt from Swiss withholding tax interest payments to all other persons, including to Swiss domiciled legal entities and foreign investors. If such a new paying agent-based regime were to be enacted and were to result in the deduction or withholding of Swiss withholding tax on any interest payments in respect of a Note by any person other than the Issuer, the Holder would not be entitled to receive any Additional Amounts as a result of such deduction or withholding under the terms of the Notes.

Swiss Securities Turnover Tax

The issue, and the sale and delivery, of the Notes on the Issue Date to initial Holders of the Notes is not subject to Swiss securities turnover tax (*Umsatzabgabe*) (primary market).

The trading of the Notes in the secondary market is subject to Swiss securities turnover tax at a rate of 0.15% of the consideration paid for the Notes traded, however, only if a Swiss securities dealer, as defined in the Swiss federal stamp tax act (*Bundesgesetz über die Stempelabgaben*), is a party or an intermediary to the transaction and no exemption applies in respect of one of the parties to the transaction. Subject to applicable statutory exemptions, generally half of the tax is charged to one party to the transaction and the other half to the other party. Where both the seller and the purchaser of the Notes are not residents of Switzerland or the Principality of Liechtenstein, no Swiss securities turnover tax will apply.

Swiss Income Taxation

(i) *Classification and Coupon Split*

The Notes classify as transparent structured financial products composed of a bond and one or more options or similar rights the yield-to-maturity of which predominantly derives from periodic interest payments (*Obligationen ohne überwiegende Einmalverzinsung*; non-IUP). Based on such classification, each Interest Amount of any Note will be split into two components for tax purposes: a taxable interest payment (hereinafter for purposes of this section, the “**Embedded Interest Amount**”) and a non-taxable option premium amount for the write-down feature (hereinafter for purposes of this section, the “**Embedded Premium Amount**”). The respective amounts will be determined by the Swiss Federal Tax Administration and following determination be disclosed on the Swiss Federal Tax Administration’s price list (*Kursliste*).

(ii) *Notes held by Non-Swiss Holders*

Holders who are not residents of Switzerland for tax purposes and who during the taxable year have not held Notes through a permanent establishment within Switzerland are not subject to any Swiss income tax in respect of their Notes.

For a discussion of the potential new Swiss withholding tax legislation replacing the current issuer-based withholding tax system for a paying-agent based system, see above under “—*Swiss Withholding 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 the Foreign Account Tax Compliance Act, see below under “—*Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act*”.

(iii) *Notes held as Private Assets by Swiss Resident Holders*

Individuals who reside in Switzerland and hold Notes as private assets are required to include all payments of Embedded Interest Amounts on the Notes in their personal income tax return for the relevant tax period and are taxable on any net taxable income (including the payments of Embedded Interest Amounts) for such tax period at the then prevailing tax rates.

The payment of Embedded Premium Amounts on the Notes and gain realised on the sale or other disposal of Notes, relating, *inter alia*, to the option(s) or similar right(s) embedded in the Notes, Embedded Interest Amount accrued, or a market interest rate change, is a tax-free private capital gain. The same applies for gain realised upon the redemption of Notes except when Notes are redeemed, in which case compensation for Embedded Interest Amount accrued paid by the Issuer to a Holder constitutes a taxable interest amount. Conversely, a loss, including relating to, *inter alia*, a market interest rate change, realised on the sale or other disposal or redemption of Notes, or a loss resulting from a Write-down is a non-tax-deductible private capital loss. Refer to “—*Notes held as Assets of a Trade or Business in Switzerland*” below for a summary of the taxation treatment of Swiss resident individuals who, for income tax purposes, are classified as “professional securities dealers”.

(iv) *Notes held as Assets of a Trade or Business in Switzerland*

Individuals who hold Notes through a business in Switzerland, and Swiss-resident corporate taxpayers, and corporate taxpayers resident abroad holding Notes through a permanent establishment situated in Switzerland, are required to recognise payments of Embedded Interest Amounts and Embedded Premium Amounts and a gain or loss realised on the disposal or redemption of Notes (including relating to a change of market interest rates), or, as the case may be, a loss realised upon a Write-down in their income statement for the relevant tax period, and will be taxable on any net taxable earnings for such tax period at the then prevailing tax rates. The same taxation treatment also applies to Swiss-resident individuals who, for Swiss income tax

purposes, classify as “professional securities dealers” for reasons of, *inter alia*, frequent dealings, or leveraged transactions, in securities.

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 has concluded the multilateral competent authority agreement on the automatic exchange of financial account information (“**MCAA**”), and based on the MCAA, a number of bilateral AEOI agreements with other countries. Based on such agreements and the implementing laws of Switzerland, Switzerland collects and exchanges data in respect of financial assets, including Notes, as the case may be, held in, and income derived thereon and credited to, 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).

Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

The United States and Switzerland entered into an intergovernmental agreement to facilitate the implementation of FATCA (an “**IGA**”). Under the U.S.-Switzerland IGA, financial institutions acting out of Switzerland generally are directed to become participating foreign financial institutions (FFIs). The agreement ensures that accounts held by U.S. persons with Swiss financial institutions 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. In this regard, on July 17, 2019, the U.S. Senate approved the 2009 protocol (the “**Protocol**”) amending the double taxation agreement regarding income tax between Switzerland and the United States, which had been approved previously by the Swiss Federal Assembly on June 18, 2010. Formally, the Protocol will enter into force once the instruments of ratification are exchanged. The Protocol introduces a mechanism for the exchange of information upon request in tax matters 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 further information on FATCA, see below under “—*U.S. Foreign Account Tax Compliance Act*”.

U.S. Foreign Account Tax Compliance Act

Pursuant to 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. The Issuer 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 Notes, 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 U.S. Internal Revenue Service). A number of jurisdictions, including Switzerland (see above under “—*Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act*”) 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 Notes, 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 Notes as a result of an investor or intermediary's failure to comply with these rules, no Additional Amounts will be paid on the Notes 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 Notes.

SELLING RESTRICTIONS

Subscription and Sale

Credit Suisse AG, Bank Julius Baer & Co. AG, Bank J. Safra Sarasin AG, Bank Vontobel AG, Basler Kantonalbank, Commerzbank AG, Raiffeisen Switzerland Cooperative, Zürcher Kantonalbank, Banque Lombard Odier & Cie SA, Basellandschaftliche Kantonalbank, BNP Paribas (Suisse) SA and Luzerner Kantonalbank AG (collectively, the “**Managers**”) have, pursuant to a note purchase agreement dated as of the date of this Information Memorandum (the “**Note Purchase Agreement**”), severally and not jointly agreed with the Issuer, subject to certain conditions, to subscribe their respective quotas of Notes as set forth and agreed therein. The Issuer has agreed to pay certain commissions to the Managers and to reimburse the Managers for certain of their expenses in connection with the issue of the Notes. The Note Purchase Agreement entitles the Managers to terminate it in certain circumstances prior to payment of the purchase price for the Notes being made to the Issuer.

Minimum Investment Amount

The Notes will be issued in denominations of CHF 5,000 and integral multiples thereof. However, it is recommended that any initial investment in the Notes made by or on behalf of an investor, whether made on the Issue Date or any time thereafter, be made in an aggregate principal amount of at least CHF 50,000. Accordingly, each Manager has represented to and agreed with the Issuer in the Note Purchase Agreement that the minimum principal amount of Notes that it will allocate to each investor is CHF 50,000.

Any person subsequently considering or recommending an initial investment in the Notes is requested to accept and adhere to the foregoing recommended minimum investment amount.

Selling Restrictions

United States (Regulation S Category 2)

The Notes have not been and will not be registered under the Securities Act, and may not be 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 the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Managers have agreed that, except as permitted by the Note Purchase Agreement, they will not offer, sell or deliver the Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, or for the account or benefit of, U.S. persons, and they will send to each broker/dealer to which they sell Notes in reliance on Regulation S during such 40-day period, a confirmation or other notice detailing the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by a broker/dealer (whether or not it is participating in the offering), may violate the registration requirements of the Securities Act.

Credit Suisse AG, an affiliate of the Issuer, may (but is not obligated to) engage in secondary market transactions for purposes of making a market in the Notes. For purposes of the Securities Act, any sale of the Notes by the Issuer or its affiliates (including Credit Suisse AG) in connection with such activities may be considered an issuance of the Notes, with the result that a new 40-day distribution compliance period might

commence pursuant to Regulation S. Accordingly, neither the Issuer nor any of its affiliates (including Credit Suisse AG) will sell the Notes in connection with any such activities within the United States or to, or for the account or benefit of, a U.S. person and in connection with any sale to a dealer, the Issuer and its affiliates will include in the confirmation relating to such sale a notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons that would be applicable to such dealer if a new distribution compliance period had commenced for purposes of Regulation S.

Notice to prospective investors in the United Kingdom

Each Manager has represented, warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the United Kingdom Financial Services and Markets Act 2000 (“FSMA”)) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Notice to prospective investors in the EEA - Prohibition of sales to EEA retail investors

Each Manager has represented and agreed, and each further Manager appointed will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes 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 Article 4(1) of MiFID II;
 - (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 MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Notice to prospective investors in Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, and no copies of this Information Memorandum or of any other document relating to the Notes may be distributed in the Republic of Italy.

GENERAL

Persons who receive this Information Memorandum are required by the Issuer and the Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver the Notes or have in their possession or distribute such offering material and to obtain any consent, approval or permission required by them for the purchase, offer, sale or delivery by them of the Notes under the law and regulations in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales or deliveries, in all cases at their own expense, and neither the Issuer nor any Manager shall have responsibility therefor. In accordance with the above, the Notes purchased by any person that it wishes to offer

for sale or resale may not be offered in any jurisdiction in circumstances that would result in the Issuer being obliged to register any further information memorandum or corresponding document relating to the Notes in such jurisdiction.

In particular, but without limiting the generality of the preceding paragraph, and subject to any amendment or supplement that may be agreed with the Issuer, each purchaser of the Notes must comply with the restrictions described above, except to the extent that, as a result of changes in, or in the official interpretation of, any applicable legal or regulatory requirements, non-compliance would not result in any breach of the requirements set forth in the preceding paragraph.

GENERAL INFORMATION

1 Authorisation

The issue of the Notes has been duly authorised by the Chief Financial Officer of the Issuer on August 29, 2019.

2 Approval, Listing and Admission to Trading

In accordance with Article 58a of the listing rules of the SIX Swiss Exchange, the Issuer has appointed Credit Suisse AG as its representative to file the application with SIX Exchange Regulation AG for the listing of the Notes on the SIX Swiss Exchange.

3 Documents Available

So long as the Notes are listed on the SIX Swiss Exchange, copies of the following documents will, when published, be available from the registered office of the Issuer:

- (a) the constitutional documents (with an English translation thereof) of the Issuer;
- (b) the Annual Report 2017;
- (c) the Annual Report 2018;
- (d) the Financial Report 1Q19;
- (e) the Financial Report 2Q19;
- (f) the other documents incorporated by reference herein as described under “*Documents Incorporated by Reference*”; and
- (g) a copy of this Information Memorandum.

4 Clearing Systems

The Notes have been accepted for clearance through SIS SIX AG, Euroclear and Clearstream, Luxembourg. The International Securities Identification Number (“**ISIN**”), Common Code and Swiss Security Number for the Notes are CH0494734384, 205040340 and 49'473'438, respectively. The address of SIX SIS AG is Baslerstrasse 100, CH-4600 Olten, Switzerland, the address for Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, and the address for Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

5 Conflicts of Interest

Credit Suisse AG, one of the Managers, is a direct subsidiary of the Issuer. In addition, certain of the Managers and their affiliates have provided, and/or may provide in the future, investment banking, commercial banking, advisory and other financial services for the Issuer and its affiliates in the ordinary course of business, for which they have received and will receive customary fees and reimbursement of expenses.

Furthermore, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may, at any time, hold long or short positions in such investments and securities. Such investment and securities activities may involve the Issuer’s securities and/or instruments. The Managers and their affiliates may also make investment recommendations and/or publish or express

independent research views in respect of such securities or instruments and may at any time hold (for their own account and for the accounts of their customers), or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

6 Disclaimer on Swiss Average Rate Overnight

The following disclaimer has been included in this Information Memorandum at the request of SIX Swiss Exchange AG:

SIX Swiss Exchange AG and its licensors (“**Licensors**”) have no relationship to Credit Suisse AG (the “**Licensee**”), other than the licensing of the index package comprising all of the Licensor’s rates and indices of the segment Swiss Reference Rates, which *inter alia* includes the Overnight Rate SARON (Average)[®] and the related trademarks for use in connection with the Notes.

SIX Swiss Exchange AG and its Licensors do not:

- sponsor, endorse, sell or promote the Notes;
- recommend that any person invest in the Notes or any other securities;
- have any responsibility or liability for or make any decisions about the timing, amount or pricing of Notes;
- have any responsibility or liability for the administration, management or marketing of the Notes; or
- consider the needs of the Notes or the owners of the Notes in determining, composing or calculating the Overnight Rate SARON (Average)[®] or have any obligation to do so.

SIX Swiss Exchange AG and its Licensors give no warranty, and exclude any liability (whether in negligence or otherwise), in connection with the Notes or their performance.

SIX Swiss Exchange AG does not assume any contractual relationship with the purchasers of the Notes or any other third parties.

Specifically,

SIX Swiss Exchange AG and its Licensors do not give any warranty, express or implied, and exclude any liability for:

- the results to be obtained by the Notes, the owner of the Notes or any other person in connection with the use of the Overnight Rate SARON (Average)[®] and the data included in the Overnight Rate SARON[®] (Average);
- the accuracy, timeliness, and completeness of the Overnight Rate SARON (Average)[®] and its data;
- the merchantability and the fitness for a particular purpose or use of the Overnight Rate SARON (Average)[®] and its data;
- the performance of the Notes generally;
- SIX Swiss Exchange AG and its Licensors give no warranty and exclude any liability, for any errors, omissions or interruptions in the Overnight Rate SARON (Average)[®] or its data;
- under no circumstances will SIX Swiss Exchange AG or its Licensors be liable (whether in negligence or otherwise) for any lost profits or indirect, punitive, special or consequential damages or losses, arising as a result of such errors, omissions or interruptions in the Overnight Rate SARON (Average)[®]

or its data or generally in relation to the Notes, even in circumstances where SIX Swiss Exchange AG or its Licensors are aware that such loss or damage may occur.

The licensing Agreement between the Licensee and SIX Swiss Exchange AG is solely for their benefit and not for the benefit of the owners of the Notes or any other third parties.

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