PRIVILEGIA Regulations

1. **Account Holder**
   All references in these regulations to account holders apply to persons of both genders.

2. **Purpose**
   The purpose of CREDIT SUISSE PRIVILEGIA Pillar 3 pension foundation (hereafter referred to as the “Foundation”) membership is to set up tied pension provision pursuant to Art. 82 of the Federal Act on Occupational Retirement, Survivors’ and Disability Pension Plans (BVG) and its associated implementation ordinances.

3. **Pension Agreement**
   To this end, the account holder concludes a pension agreement with the Foundation that defines the details of membership.

4. **Customer Care and Support**
   Credit Suisse (Switzerland) Ltd. respectively Credit Suisse AG perform customer care and support.
   If the account holder has a banking relationship with Credit Suisse (Switzerland) Ltd. or Credit Suisse AG, if possible their pension relationship is managed as part of their banking relationship. If they wish to waive this, they must inform the Foundation. Customer care of the pension relationship will then take place independently of the banking relationship. Address instructions or other such notifications regarding the pension relationship must then take place separately for this relationship.

5. **Customer Data**
   The Foundation is obliged to treat as confidential all personal data of the account holder made known to them as part of the pension agreement.

5.1 **Data Exchange and Disclosure**
   The account holder authorizes the Foundation to transmit all data within the context of the pension relationship to Credit Suisse (Switzerland) Ltd. and/or Credit Suisse AG. If the account holder has a banking relationship with Credit Suisse AG or Credit Suisse (Switzerland) Ltd., the bank is permitted to communicate all information and documents necessary for the care and management of the pension relationship to the Foundation (e.g. account data, changes of address, signature image, and death documents).
   On request, information on any existing pension relationships may be disclosed to the Foundation, Credit Suisse AG, or Credit Suisse (Switzerland) Ltd. according to legal stipulations.
   This authorization remains in place after the account holder’s death and incapacity to act.

5.2 **Use of Data**
   The Foundation, Credit Suisse AG, and Credit Suisse (Switzerland) Ltd. are permitted to use data received through customer care and support for marketing activities or to compile statistics.

5.3 **Authorized Representative’s Access in Online Banking**
   If a pension relationship is displayed in online banking, this is also visible to the authorized representative for this banking relationship.

6. **Retirement Provision**
6.1 Retirement provision takes the form of investments in securities and/or deposits in a savings account, depending on the account holder’s preference.

6.2 In the case of investments in securities, the Foundation acquires for the benefit of the account holder a number of claims to investment foundations or shares of other investment products (e.g. collective investments, certificates, and structured products), this number being commensurate with the contributions or instructions of the account holder. All investment products offered by the Foundation meet the statutory requirements stipulated by the Ordinance on Occupational Retirement, Survivors’ and Disability Pension Plans 2 (BVV 2). Product descriptions, investment guidelines and regulations are available separately and can be inspected at any time. The basis is the pension account referred to in para. 6.3. Investment products are booked into a pension securities account held under the name of the Foundation with Credit Suisse (Switzerland) Ltd. The acquisition cost of a claim/share corresponds to the issue price per claim as determined on a daily basis, including expenses and accrued income. The account holder may instruct the Foundation to sell some or all of the investment products at any time. The selling price corresponds to the redemption price per claim/share as determined on a daily basis, including expenses and accrued income. The proceeds will be credited to the account holder’s pension account pursuant to para. 6.3. The proceeds may not be paid out. Investment of the retirement assets is subject to the statutory investment regulations.
   The account holder is aware that investments in securities may also incur losses due to market fluctuations. Any such losses are borne by the account holder, and the Foundation cannot be held liable.
   The investment products are credited to a pension securities account held under the name of the Foundation with Credit Suisse (Switzerland) Ltd. The account holder is also visible to the authorized representative for this banking relationship.
services, Credit Suisse (Switzerland) Ltd. may receive retrocessions, payments, fees, commissions incl. trailer fees, reimbursements, discounts, rebates, distribution remuneration, inducements and other monetary or non-monetary benefits (collectively referred to hereinafter as “remuneration”) from third parties (including other banks and legal entities within Credit Suisse Group). Remuneration is usually measured as a percentage of the total investment volume for an investment product held by the bank. In the case of collective capital investments, including products from investment foundations, the remuneration collected by the bank may move within the following bandwidth: 0% to a maximum of 2% per year. The maximum amount of remuneration per client is calculated by multiplying the maximum percentage rate by the value of the investment volume in the respective product category. Credit Suisse (Switzerland) Ltd. may receive the full annual remuneration as per the bandwidth described above even in incomplete years. If, in the absence of a corresponding agreement, there is a statutory duty to surrender this remuneration to the Foundation and the account holder, respectively, the account holder waives the right to receive such remuneration, in particular if the corresponding remuneration exceeds the costs for the services rendered by Credit Suisse (Switzerland) Ltd. to the Foundation. Mandatory statutory requirements remain reserved.

6.3 In the case of account savings, the Foundation opens a savings account with Credit Suisse (Switzerland) Ltd. under its own name and in favor of the account holder. Contributions paid in by the account holder are credited to this account, along with interest. This account is closed as of December 31 every year and enjoys the saver’s privilege as defined in the Swiss Federal Banking Act. The interest rate is constantly adjusted to market conditions.

6.4 Every year, the Foundation provides the account holder with a certificate detailing the balance of retirement assets held and contributions made during the past calendar year.

7. Entitlement

7.1 Withdrawal of Pension Benefits

7.1.1 The pension agreement expires when the account holder reaches the regular AHV retirement age. However, in all cases it is terminated upon the death of the account holder. The withdrawal of the retirement benefits can be deferred for a maximum of five years after the regular AHV retirement age if the account holder can prove that he/she remains gainfully employed. If the withdrawal of benefits is deferred, the account holder must inform the Foundation without delay if he/she stops working. Early withdrawal of the benefits is possible at the earliest five years before the account holder reaches the regular AHV retirement age. Before this date, no withdrawals can be made from the pension account or pension securities account, except for the withdrawals listed in para. 7.1.3.

7.1.2 The retirement savings will be due for payment once the pension agreement expires (see para. 7.1.1). Leading up to this point, the Foundation will liquidate any investment products acquired on behalf of the account holder (see para. 6.2 above). Upon the death of the account holder, the investment products acquired on behalf of the account holder (see para. 6.2 above) will be sold as soon as the Foundation receives a complete and correct withdrawal request. The proceeds of the liquidation of these investment products will be credited to the account holder’s pension account.

If the account holder fails to issue the Foundation with transfer instructions once payment becomes due, the Foundation will be authorized to deposit the benefits due in a Credit Suisse (Switzerland) Ltd. or Credit Suisse AG account held in the name of the account holder or, if the account holder does not have a client relationship with Credit Suisse (Switzerland) Ltd. or Credit Suisse AG, in a Credit Suisse (Switzerland) Ltd. savings account held in the name of the Foundation for the benefit of the account holder, the value date being the date on which payment falls due. If the benefits from the Foundation are not claimed within 10 years of the payment falling due, the benefits are forfeited in favor of the Foundation’s capital. The Foundation will also be at liberty to proceed according to the statutory provisions governing oblige default (Art. 91 et seq. of the Swiss Code of Obligations, SCO).

7.1.3 Early payment of pension benefits is only possible in the following cases and upon written request by the account holder and, if applicable, the consent of the spouse or registered partner, respectively:

- The account holder receives a full disability pension from the Federal Disability Insurance (IV) and the risk of disability is not insured.
- The account holder uses the benefits paid out to buy into a tax-exempt employee benefits fund or another officially recognized pension scheme.
- The account holder takes up self-employment as his/her primary occupation (asset withdrawal possible within one year of becoming self-employed).
- The account holder gives up his/her previous self-employed activity and takes up a different form of self-employed activity as his/her primary occupation (asset withdrawal possible within one year of switching to a different form of self-employed activity).
- The account holder leaves Switzerland permanently.
7.1.4 In the event of the death of the account holder, the beneficiaries may claim the benefits due under the pension agreement, provided that, at the time of death, benefits had not yet been paid out on the basis of paras. 7.1.1 and 7.1.3. The beneficiaries are (in the order listed below):

1. The surviving spouse or surviving registered partner
2. The direct descendants and natural persons who were supported to a considerable extent by the deceased, or with whom the deceased lived in a domestic partnership without interruption during the five years preceding his/her death, or the person responsible for the maintenance of one or more joint children
3. The parents
4. The siblings
5. The other heirs

The account holder may designate one or more of the persons listed under 2 above as beneficiaries and stipulate their entitlements. The account holder also has the right to amend the order of the beneficiaries listed under 3 to 5, and to specify their entitlements. If the claims of the beneficiaries are not designated more specifically, the distribution among multiple beneficiaries of the same category will take place in equal parts.

The account holder must inform the Foundation in writing of any changes to be made to the beneficiary regulations. The Foundation must also be informed in writing if any persons listed under 2 who are supported to a considerable extent by the account holder or who live in a domestic partnership with the deceased listed under 2 above as beneficiaries and stipulate their entitlements are to be designated as beneficiaries.

7.1.5 When there is evidence of unworthiness to inherit according to the Swiss Civil Code (SCC), the Foundation reserves the right to deny payment to the persons listed in para. 7.1.4.

7.2 Assertion of Claims

The beneficiaries must provide the Foundation with all particulars required to assert the claim to pension benefits and must present the documents and evidence requested. In all cases, the Foundation reserves the right to undertake further inquiries and to require applicants to furnish such documents, information, attestations, etc. as the Foundation may deem necessary with a view to proving their entitlement to benefits.

In the event of disputes with beneficiaries, the Foundation is authorized to deposit the savings assets in accordance with Art. 96 SCO.

8. Contributions

The account holder is free to determine the amount and timing of the tax-privileged contributions to his/her Pension account – 3rd pillar up to the maximum annual tax-privileged amount pursuant to Art. 7 para. 1 BVV3 in conjunction with Art. 8 para. 1 BVG. To have an impact on tax in a given tax year, contributions must be credited to the pension account by the last banking day of the calendar year in question at the latest. Payments received after this date cannot be credited retroactively.

The Foundation may refuse to accept contributions.

9. Taxes

9.1 The account holder may deduct the contributions paid from his/her income in accordance with the statutory tax provisions of the Swiss Confederation and the account holder’s canton of residence. The accrued retirement assets and the income earned on these assets are exempt from tax until they fall due.

9.2 When paying out pension benefits, the Foundation must comply with the statutory provisions and report relevant withdrawals to the competent tax authorities and/or withhold the taxes due.

In the case of payments subject to tax at source, this is deducted directly from the pension benefit. Tax at source is levied on payments made to persons without residence or domicile in Switzerland. The Foundation may require a confirmation of domicile beforehand in order to determine place of residence prior to payment. If information about place of residence is not conclusive, the Foundation is obliged to deduct tax at source in any case.

9.3 It is not possible to split a credit balance already accrued under a pension agreement.

10. Communication of All Changes to the Account Holder’s Circumstances

All changes to the account holder’s circumstances must be reported in writing and without delay either to Credit Suisse (Switzerland) Ltd. or Credit Suisse AG for the attention of the Foundation or to the Foundation directly. Such changes include for example changes of address, personal details, civil status, status regarding participation in a pension fund, gainful employment, etc.

Communications from the Foundation or from Credit Suisse (Switzerland) Ltd. or from Credit Suisse AG on behalf of the Foundation, will be deemed to have been duly served if they have been sent to the last address notified by the account holder. The date of dispatch will be deemed to be the date shown on the copies or mailing lists in the possession of the Foundation or Credit Suisse (Switzerland) Ltd. or Credit Suisse AG.
11. Termination of the Pension Agreement

11.1 Early termination of this pension agreement is possible only in the cases mentioned in para. 7.1. There are no periods of notice.

11.2 If the account holder uses the benefits paid out to buy into a tax-exempt employee benefits fund or another officially recognized pension scheme, the retirement assets will be transferred directly to the new pension fund.

11.3 The Foundation reserves the right to liquidate pension accounts and safekeeping accounts that have not shown any movement for a period of five years and which have a balance of CHF 0.

12. Assignment, Pledging and Offsetting
Assignment, pledging and offsetting of benefit entitlements will be governed mutatis mutandis by the statutory provisions (Art. 331d SCO; Art. 30b BVG; Art. 4 para. 1 BVV 3; Art. 2, 4, 8, 9 of the Ordinance on the Encouragement of the Use of Vested Pension Accruals for Home Ownership (WEFV)).

13. Processing Fees
13.1 In order to cover its administrative costs, the Foundation may charge the account holder and beneficiaries processing fees.

13.2 If contact with the account holder breaks off due to missing or incomplete information (see para. 10) and as a result the assets left with the Foundation become contactless, the Foundation shall debit the account holder for the investigation as well as for the special handling and supervision of contactless assets.

14. Complaints
The period for querying the documents received is 30 days. At the end of this period, all documents are deemed to be accepted.

Mandatory requirements under the law and implementation ordinances will take precedence over any conflicting provisions in these regulations or in the pension agreement. In particular, subsequent amendments to the laws and ordinances will be valid even if the account holder has not been notified of them.

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16. Liability
The Foundation is not liable for any consequences of the account holder’s non-compliance with statutory, contractual or regulatory obligations.

17. Authenticity Check
For identity verification purposes, the account holder empowers the Foundation to obtain the information and documents required to verify his/her identity from Credit Suisse AG and Credit Suisse (Switzerland) Ltd.

Any consequences arising from failure to detect deficiencies in evidence of identity or from failure to detect forgeries will be borne by the account holder provided the Foundation or the persons acting on its behalf have exercised customary due diligence.

18. Insurance Policies under the Old Regulations
Insurance policies concluded under the old regulations will remain in force without change until the end of the contract. Future premiums will continue to be debited to the pension account on an annual basis and the insurance coverage will continue to apply.

19. Place of Jurisdiction
The place of jurisdiction will be at the Swiss registered office/place of residence of the defendant.

20. Amendments to the Regulations
The Foundation is authorized to amend these regulations at any time. Such amendments require the approval of the supervisory authority, and will be notified to the account holder in an appropriate manner.

21. Entry into Force
These regulations come into force on February 10, 2020 and supersede all previous regulations.