

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 Preliminary Information Memorandum following this page (the “Preliminary Information Memorandum”), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Preliminary Information Memorandum. In accessing the Preliminary 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 ATTACHED DOCUMENT IS IN PRELIMINARY FORM ONLY, IS NOT COMPLETE AND CONTAINS INFORMATION THAT IS SUBJECT TO COMPLETION AND CHANGE.

THE PRELIMINARY INFORMATION MEMORANDUM AND ITS CONTENTS ARE CONFIDENTIAL AND MAY ONLY BE DISTRIBUTED IN “OFFSHORE TRANSACTIONS” TO PERSONS OTHER THAN U.S. PERSONS AS DEFINED IN, AND AS PERMITTED BY, REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS ELECTRONIC TRANSMISSION OR THE PRELIMINARY INFORMATION MEMORANDUM IN WHOLE OR IN PART IS PROHIBITED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

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 DESCRIBED IN THE PRELIMINARY INFORMATION MEMORANDUM (THE “NOTES”) 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 NOTES 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 Preliminary 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 Preliminary 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 Notes, and (vi) if you are a person in the United Kingdom, 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 falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “Relevant Persons”). In the United Kingdom, the Preliminary 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 Preliminary Information Memorandum relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

You are reminded that the Preliminary Information Memorandum has been delivered to you on the basis that you are a person into whose possession the Preliminary 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 Preliminary Information Memorandum to any other person.

The Notes are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors.

In particular, in June 2015, the U.K. Financial Conduct Authority published the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015 (the “PI Instrument”). In addition, (i) on 1 January 2018, the provisions of Regulation (EU) No. 1286/2014 on key information documents for packaged and retail and insurance-based investment products (“PRIIPs”) became directly applicable in all member states of the European Economic Area (the “EEA”) and (ii) the Markets in Financial Instruments Directive 2014/65/EU (as amended) (“MiFID II”) was required to be implemented in EEA member states by 3 January 2018. Together the PI Instrument, PRIIPs and MiFID II are referred to as the “Regulations”.

The Regulations set out various obligations in relation to (i) the manufacture and distribution of financial instruments and (ii) the offering, sale and distribution of packaged retail and insurance-based investment products and certain contingent write down or convertible securities, such as the Notes.

Potential investors in the Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein) including the Regulations.

Certain of the Managers are each required to comply with some or all of the Regulations. By purchasing, or making or accepting an offer to purchase, any Notes (or a beneficial interest therein) from the Issuer and/or the Managers, you represent, warrant, agree with and undertake to Credit Suisse Group AG (the “Issuer”) and each of the Managers that:

1. you are not a retail client in the EEA (as defined in MiFID II);
2. whether or not you are subject to the Regulations, you will not
 - (A) sell or offer the Notes (or any beneficial interest therein) to retail clients in the EEA (as defined in MiFID II) or
 - (B) communicate (including the distribution of the Preliminary Information Memorandum) or approve an invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case within the meaning of MiFID II).

In selling or offering the Notes or making or approving communications relating to the Notes you may not rely on the limited exemptions set out in the PI Instrument;

and

3. you will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the Notes (or any beneficial interests therein), including (without limitation) MiFID II and any other applicable laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Notes (or any beneficial interests therein) by investors in any relevant jurisdiction.

You further acknowledge that:

- (i) the identified target market for the Notes (for the purposes of the product governance obligations in MiFID II) is eligible counterparties and professional clients; and
- (ii) no key information document (KID) under PRIIPs 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.

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; and (ii) a customer within the meaning of the Directive 2002/92/EC, as amended or superseded (the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. 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/ Professional investors and ECPs only target market – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

The Preliminary 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 the Issuer in such jurisdiction.

This Preliminary 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 neither the Issuer, nor the Managers nor any person who controls any of them nor any of their respective directors, officers, employees or agents nor affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Preliminary Information Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Managers.



SGD [●] [●] per cent. Perpetual Tier 1 Contingent Write-down Capital Notes

Issue Price: [●] per cent.

The SGD [●] [●] 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 [●] 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 [●] per cent. per annum, and from (and including) the First Optional Redemption Date, at the applicable Reset Rate (as defined in “*Terms and Conditions of the Notes — Interest Calculations — Interest on Fixed Rate Reset Notes*”), each payable, subject as provided herein, semi-annually in arrear on [●] and [●] in each year. 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 Calculations — Cancellation of Interest; Prohibited Interest*”. Any interest not paid as foreshad will not accumulate.**

The Notes will be perpetual securities and will 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 [●] 2019. The last trading day is expected to be the second trading day prior to the date on which the Notes are fully redeemed or the Write-down Date, as applicable, in accordance with the Conditions. 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 Directive 2003/71/EC (as amended or superseded, the “Prospectus Directive”).

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”). Prospective investors are referred to

the section headed “Restrictions on marketing and sales to retail investors in the EEA” on page 2 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 SGD 250,000 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*).

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. Each of Fitch and S&P is established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended) (the “CRA Regulation”).

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” beginning on page 14 of this Information Memorandum.

Sole Structuring Agent and Global Coordinator

Credit Suisse

Joint Bookrunners

Credit Suisse

DBS Bank Ltd.

OCBC Bank

Standard Chartered Bank

UOB

Joint Lead Manager

HSBC

Co-Managers

[•]

[•]

[•]

The date of this Information Memorandum is [•] 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.

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.

RESTRICTIONS ON MARKETING AND SALES TO RETAIL INVESTORS IN THE EEA

The Notes are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors.

In particular, in June 2015, the U.K. Financial Conduct Authority (the “FCA”) published the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015 (the “PI Instrument”). In addition, (i) on 1 January 2018, the provisions of Regulation (EU) No. 1286/2014 on key information documents for packaged and retail and insurance-based investment products (“PRIIPs”) became directly applicable in all EEA member states and (ii) MiFID II was required to be implemented in EEA member states by 3 January 2018. Together the PI Instrument, PRIIPs and MiFID II are referred to as the “Regulations”.

The Regulations set out various obligations in relation to (i) the manufacture and distribution of financial instruments and (ii) the offering, sale and distribution of packaged retail and insurance-based investment products and certain contingent write down or convertible securities, such as the Notes.

Potential investors in the Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein) including the Regulations.

Certain of the Managers are each required to comply with some or all of the Regulations. By purchasing, or making or accepting an offer to purchase, any Notes (or a beneficial interest therein) from the Issuer and/or the Managers, you represent, warrant, agree with and undertake to the Issuer and each of the Managers that:

1. you are not a retail client in the EEA (as defined in MiFID II);
2. whether or not you are subject to the Regulations, you will not
 - (A) sell or offer the Notes (or any beneficial interest therein) to retail clients in the EEA (as defined in MiFID II) or
 - (B) communicate (including the distribution of this Information Memorandum) or approve an invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case within the meaning of MiFID II).

In selling or offering the Notes or making or approving communications relating to the Notes you may not rely on the limited exemptions set out in the PI Instrument;

and

3. you will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the Notes (or any

beneficial interests therein), including (without limitation) MiFID II and any other applicable laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Notes (or any beneficial interests therein) by investors in any relevant jurisdiction.

You further acknowledge that:

- (i) the identified target market for the Notes (for the purposes of the product governance obligations in MiFID II) is eligible counterparties and professional clients; and
- (ii) no key information document (KID) under PRIIPs 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.

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; and (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. 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/ Professional investors and ECPs only target market – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

SINGAPORE SFA PRODUCT CLASSIFICATION

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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, Japan, Singapore, Hong Kong, People's Republic of China and Australia, see "*Selling Restrictions*".

All references in this document to "U.S. dollars" and "USD" refer to United States dollars, to "CHF" refer to Swiss francs and to "SGD" refer to Singapore dollars. 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.

TABLE OF CONTENTS

	Page
SUMMARY	6
RISK FACTORS	14
FORWARD-LOOKING STATEMENTS	42
DOCUMENTS INCORPORATED BY REFERENCE	43
INFORMATION REGARDING THE CET1 RATIO AND SWISS CAPITAL RATIOS	44
TERMS AND CONDITIONS OF THE NOTES	59
USE OF PROCEEDS	89
CREDIT SUISSE GROUP AG	90
FINANCIAL INFORMATION OF CSG	118
TAXATION	119
SELLING RESTRICTIONS	124
GENERAL INFORMATION	128

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	SGD [●] [●] 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, and certain market risks.
Sole Structuring Agent and Global Coordinator	Credit Suisse Securities (Europe) Limited
Joint Bookrunners	Credit Suisse Securities (Europe) Limited, DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank and United Overseas Bank Limited
Joint Lead Manager	The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
Co-Managers	[●], [●], [●]
Principal Paying Agent	Credit Suisse AG.
Calculation 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 Calculation Agent for the Notes prior to the Reset Determination Date relating to the First Reset Date. The Issuer may appoint one of its affiliates or any other person as Calculation 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 Calculation Agent.
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 for the Notes on or prior to the first Reset Determination Date on which the rate appearing on the Relevant Reset Screen Page for purposes of determining the Reset Reference Rate does not appear on the Relevant Reset Screen Page at the Specified Time. The Issuer will notify the Holders prior to any such appointment in accordance with the Conditions. 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.
Listing Agent	Credit Suisse AG.
Currency	Singapore dollars.
Issue Date	[●] 2019
Maturity Date	The Notes will be perpetual securities and will 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	[●] 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	SGD 250,000.

Interest and Interest Payment Dates

The Notes will bear interest at an initial rate of [●] per cent. per annum from (and including) the Issue Date to (but excluding) the First Optional Redemption Date, and thereafter at the applicable Reset Rate to be determined by the Calculation Agent, based on the Reset Reference Rate plus [●] per cent., in each case, payable, subject as provided herein, semi-annually in arrear on [●] and [●] in each year, commencing on [●] 2019.

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 Calculations – 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 30 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 “*Terms and Conditions of the Notes — Taxation*”.

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	<p>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.</p> <p>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.</p>
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 SGD [●], will be used by the Issuer for its general corporate purposes, which could include investments in its subsidiaries.
Expected Ratings	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 [●] 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 or the Write-down Date, as applicable, in accordance with the Conditions.
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.
Transfer Restrictions and 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, Japan, Singapore, Hong Kong, People’s Republic of China and Australia. These restrictions are described under “*Selling Restrictions*”.

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: CH[●]

Common Code: [●]

Swiss Security Number: [●]

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 Capital 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 Calculations – 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 Reset Reference Rate. If the Reset Reference Rate is unavailable or discontinued, this may adversely affect the value of and return on the Notes.

The Reset Rate for a Reset Period is the aggregate of the Reset Margin and the Reset Reference Rate for that Reset Period. The Reset Reference Rate is the rate appearing on the Relevant Reset Screen Page under the column headed “ASK” for a maturity of five years that appears under the caption “*Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD*”.

To the extent the rate that appears on the Relevant Reset Screen Page for purposes of determining the Reset Reference Rate (the “Existing Rate”) does not appear on the Relevant Reset Screen Page at the relevant time on any Reset Determination Date, the Reset Reference Rate for the relevant Reset Period will be determined using the alternative methods described in the definition of “Reset Reference Bank Rate” found in Condition 6(d). Any of these alternative methods may result in interest payments that are lower than or that do not otherwise correlate over time with the payments that would have been made on the Notes if the Existing Rate was available in its current form. The final alternative method set forth in the Conditions sets the Reset Reference Rate for a Reset Period at the same rate as the immediately preceding Reset Period (or, if none, the

Initial Fall-Back Reset Reference Rate), effectively eliminating the reset of the Initial Interest Rate, with the Notes maintaining the same rate of interest for the remaining life of the Notes. Any of the foregoing may have an adverse effect on the value of the Notes.

Notwithstanding the alternative methods for determining the Reset Reference Rate described in Condition 6(d), if the Replacement Rate Agent determines at any time that the Existing Rate has been discontinued, then it will determine whether to use a substitute or successor rate that it has determined in its sole discretion is most comparable to the Existing Rate (such substitute or successor rate, the “Replacement Rate”) for purposes of determining the Reset Reference Rate on each Reset Determination Date falling on or thereafter. If the Replacement Rate Agent determines to use a substitute or successor rate pursuant to the immediately preceding sentence, it shall select such rate in its sole discretion, provided that, if it determines that there is an appropriate industry-accepted successor rate to the Existing Rate, it shall select such industry-accepted successor rate. Furthermore, if the Replacement Rate Agent has determined to use a Replacement Rate, (a) the Replacement Rate Agent will in its sole discretion determine (i) the method for obtaining the Replacement Rate (including any alternative method for determining the Replacement Rate if such substitute or successor rate is unavailable on the relevant Reset Determination Date), which method must be consistent with industry-accepted practices for the Replacement Rate, and (ii) any adjustment factor as may be necessary to make the Replacement Rate comparable to the Existing Rate had it not been discontinued, consistent with industry-accepted practices for the Replacement Rate; (b) references to the Reset Reference Rate 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 (a) above; and (c) if the Replacement Rate Agent in its sole discretion determines that changes to the definitions of Business Day, Day Count Fraction, Reset Determination Date, Relevant Reset Screen Page or Specified Time are necessary in order to implement the Replacement Rate as the Reset Reference Rate, such definitions shall be amended as contemplated in Condition 13(b) to reflect such changes. The use of a Replacement Rate, including the determination to use (or not use) an adjustment factor, may result in interest payments that are lower than or that do not otherwise correlate over time with the payments that could have been made on the Notes if the Existing Rate was still available in the form it was available as of the Issue Date. Furthermore, any exercise by the Replacement Rate Agent of the discretion described herein could adversely affect the market price for the Notes. In addition, if an affiliate of the Issuer is appointed as Replacement Rate Agent, any exercise of such discretion may present the Issuer or such affiliate with a conflict of interest. If the Existing Rate has been discontinued and the Replacement Rate Agent does not determine a Replacement Rate, then the Reset Reference Rate will be determined using the alternative methods described in the immediately preceding paragraph. In such case, such alternative methods may not only have the effects described in such paragraph, but may also result in interest payments that are lower than those that would have been made on the Notes if a Replacement Rate had been determined.

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 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 the Replacement Rate Agent determines that the Existing Rate has been discontinued, it will determine whether to use a substitute or successor rate for purposes of determining the Reset Reference Rate on each Reset Determination Date falling on or thereafter that it has determined in its sole discretion is most comparable to such discontinued rate, and the terms of the Notes will be amended accordingly, without the need for any consent of Holders. See “*Risk Factors – The Notes have a Reset Rate based on the Reset Reference Rate. If the Reset Reference 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

Holder, 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 10 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.

Holder 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 [●] per cent. per annum, and thereafter at the applicable Reset Rate to be determined by the Calculation Agent, based on the Reset Reference Rate plus [●] per cent. per annum, in each case, payable, as described herein, semi-annually in arrear on [●] and [●] in each year. Any Reset Rate could be less than the initial interest rate of [●] 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 Reset Reference Rate. If the Reset Reference 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.

Tax treatment of the Notes under Singapore law is unclear.

It is not clear whether the Notes will be regarded as debt securities for the purposes of the Income Tax Act, Chapter 134 of Singapore (the “Income Tax Act”) and the tax treatment to Holders may differ depending on the characterisation and treatment of the Notes by the Inland Revenue Authority of Singapore. In addition, the Notes are not intended to be “qualifying debt securities” for the purposes of the Income Tax Act and Holders will not be eligible for the tax exemption or concessionary tax rates under the qualifying debt securities scheme. Potential investors and Holders should consult their own accounting and tax advisers regarding the Singapore tax consequences of their acquisition, holding and disposal of the Notes.

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.

Holders 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 EU on the international automatic exchange of information ("AEOI") in tax matters, which applies to all EU member states. In addition, Switzerland has signed 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"), 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 Singapore dollar exchange rate may have an effect on the value of the Notes.

The Issuer will pay principal and interest on the Notes in Singapore dollars. 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 Singapore dollars. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Singapore dollar 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 Singapore dollar 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 Reset Reference Rate. If the Reset Reference Rate is unavailable or discontinued, this may adversely affect the value of and return on the Notes*".

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 CSG's business, particularly CSG's investment banking businesses. CSG seeks to maintain available liquidity to meet its obligations in a stressed liquidity environment. For information on CSG'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 the Financial Report 1Q19.

CSG's liquidity could be impaired if it is 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

CSG'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 CSG, certain of its counterparties or the banking sector as a whole, including CSG'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 CSG's liquidity. In challenging credit markets CSG'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, its costs of liquidity have been significant and CSG expects to incur ongoing costs as a result of regulatory requirements for increased liquidity. In addition, in July 2017, the FCA, which regulates the London interbank offered rate ("LIBOR"), announced that the FCA 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 CSG, its clients and other market participants. In addition, any transition to alternative reference rates will require changes to CSG'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 CSG 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, CSG 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.

CSG's businesses rely significantly on its deposit base for funding

CSG'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, CSG's liquidity position could be adversely affected and it might be unable to meet deposit withdrawals on demand or at their contractual maturity, to repay borrowings as they mature or to fund new loans, investments and businesses.

Changes in CSG's ratings may adversely affect its business

Ratings are assigned by rating agencies. 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 CSG's ratings could increase CSG's 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 its products, engage in business transactions – particularly financing and derivatives transactions – and retain its clients.

Market risk

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

Although CSG continued to strive to reduce its balance sheet and made significant progress in implementing its strategy in 2018, CSG 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 CSG 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 CSG's net long positions. Conversely, to the extent that CSG 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 CSG 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 CSG'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 CSG's net revenues and profitability.

CSG'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, CSG's businesses are materially affected by conditions in the financial markets, economic conditions generally and other developments in Europe, the United States, 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 United States' 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. CSG'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 CSG 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 CSG) 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 withdrawal of the United Kingdom (the "UK") from the EU, could cause disruptions in market conditions in Europe and around the world. 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. CSG cannot accurately predict the impact of the UK leaving the EU on the Group and such impact may negatively affect CSG's future results of operations and financial condition. CSG'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 CSG, 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 "*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 the Financial Report 1Q19.

While the execution of the programme 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 CSG's legal entity structure. Significant legal and regulatory changes affecting CSG 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 CSG'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 CSG's business.

Economic disruption in other countries, even in countries in which CSG 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 CSG'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 CSG's home market, could adversely affect its businesses and results. In addition, movements in equity markets have affected the value of CSG's trading and non-trading equity portfolios, while the historical strength of the Swiss franc has adversely affected CSG's revenues and net income. Further, diverging monetary policies among the major economies in which CSG operates, in particular among the U.S. Federal Reserve (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 CSG 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 CSG executes for customers and may adversely affect the net revenues it receives from commissions and spreads. In addition, several of CSG'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 CSG 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 CSG's financial condition and results of operations.

Unfavourable market and economic conditions have affected CSG'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 CSG's client-flow sales and trading and asset management activities, including commissions and fees that are based on the value of CSG'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 CSG'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 CSG's private equity investments and may negatively affect them in the future since, if a private equity investment substantially declines in value, CSG may not receive any increased share of the income and gains from such investment (to which CSG 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 CSG'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 CSG's businesses and results.

CSG may incur significant losses in the real estate sector

CSG 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, CSG's real estate loans as reported to the SNB totalled approximately CHF 146 billion. CSG 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"). CSG'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 CSG's real estate-related businesses.

Holding large and concentrated positions may expose CSG to large losses

Concentrations of risk could increase losses, given that CSG has sizeable loans to, and securities holdings in, certain customers, industries or countries. Decreasing economic growth in any sector in which CSG makes significant commitments, for example, through underwriting, lending or advisory services, could also negatively affect CSG's net revenues.

CSG 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 CSG's business it may be subject to risk concentration with a particular counterparty. CSG, 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 CSG'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 the Financial Report 1Q19.

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

CSG’s hedging strategies may not prevent losses

If any of the variety of instruments and strategies CSG uses to hedge its exposure to various types of risk in its businesses is not effective, it may incur losses. CSG 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 CSG faces

In addition to the potentially adverse effects on CSG’s businesses described above, market risk could exacerbate the other risks that CSG faces. For example, if CSG 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, CSG’s customers and counterparties could also incur substantial losses of their own, thereby weakening their financial condition and increasing CSG’s credit and counterparty risk exposure to them.

Credit risk

CSG may suffer significant losses from its credit exposures

CSG’s businesses are subject to the fundamental risk that borrowers and other counterparties will be unable to perform their obligations. CSG’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. CSG’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 CSG’s inability to sell, syndicate or realise the value of its positions, thereby leading to increased concentrations. Any inability to reduce these positions may not only increase the market and credit risks associated with such positions, but also increase the level of risk-weighted assets on CSG’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 the Financial Report 1Q19.

CSG’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.

Management’s determination of the provision for loan losses is subject to significant judgment. CSG’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 the Financial Report 1Q19.

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

Defaults by one or more large financial institutions could adversely affect financial markets generally and CSG 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 CSG interacts on a daily basis, such as clearing agencies, clearing houses, banks, securities firms and exchanges. CSG’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 CSG uses to manage its credit risk may be inaccurate or incomplete

Although CSG 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. CSG 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 CSG’s strategy

CSG may not achieve all of the expected benefits of its strategic initiatives

In October 2015, CSG announced a comprehensive new strategic direction, structure and organisation of the Group, which it updated in 2016, 2017 and 2018. CSG’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, its 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, CSG’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 CSG’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 1 January 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 CSG 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, CSG’s financial results and its share price may be materially and adversely affected. For further information on CSG’s strategic direction, refer to *“I—Information on the company—Strategy”* in the Annual Report 2018.

Additionally, part of CSG'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 CSG's strategy may increase its exposure to certain risks, including but not limited to credit risks, market risks, operational risks and regulatory risks. CSG 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 that CSG will be able to achieve these goals and targets in the form described or at all. Finally, changes to the organisational structure of CSG'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 it undertakes subjects CSG to certain risks. Even though CSG reviews the records of companies it plans to acquire, it is generally not feasible for it to review all such records in detail. Even an in-depth review of records may not reveal existing or potential problems or permit CSG to become familiar enough with a business to assess fully its capabilities and deficiencies. As a result, CSG may assume unanticipated liabilities (including legal and compliance issues), or an acquired business may not perform as well as expected. CSG 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. CSG 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. CSG also faces the risk that unsuccessful acquisitions will ultimately result in it having to write down or write off any goodwill associated with such transactions. CSG 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.

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

Risks from estimates and valuations

CSG 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 CSG'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.

CSG'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 CSG or impact the value of assets. To the extent CSG'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

CSG enters into transactions with special purpose entities ("SPEs") in its normal course of business, and certain SPEs with which CSG transacts business are not consolidated and their assets and liabilities are off-balance sheet. CSG 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 CSG to reassess whether consolidation is required. Accounting standards relating to consolidation, and their interpretation, have changed and may continue to change. If CSG is required to consolidate an SPE, its assets and liabilities would be recorded on its consolidated balance sheets and CSG 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 CSG'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 the Financial Report 1Q19.

Country and currency exchange risk

Country risks may increase market and credit risks CSG 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 CSG, which in turn may have an adverse impact on CSG's results of operations.

CSG may face significant losses in emerging markets

An element of CSG's strategy is to scale up its private banking businesses in emerging market countries. CSG's implementation of that strategy will necessarily increase its existing exposure to economic instability in those countries. CSG monitors these risks, seeks diversity in the sectors in which it invests and emphasises client-driven business. CSG'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 CSG's businesses and increased volatility in financial markets generally.

Currency fluctuations may adversely affect CSG's results of operations

CSG is exposed to risk from fluctuations in exchange rates for currencies, particularly the U.S. dollar. In particular, a substantial portion of CSG's assets and liabilities are denominated in currencies other than the Swiss franc, which is the primary currency of its financial reporting. CSG's capital is also stated in Swiss francs and it 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 CSG 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 CSG 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 CSG's results of operations and capital position in recent years and may have such an effect in the future.

Operational risk

CSG 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 it has business continuity plans, CSG's 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, CSG relies heavily on its financial, accounting and other data processing systems, which are varied and complex. CSG'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. CSG 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 CSG's businesses. Despite CSG'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. CSG could also be affected by risks to the systems and information of clients, vendors, service providers, counterparties and other third parties. In addition, CSG may introduce new products or services or change processes, resulting in new operational risk that CSG 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 CSG's systems to disclose sensitive information in order to gain access to CSG's 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 CSG, its clients, vendors, service providers, counterparties or other third parties. Given CSG's global footprint and the high volume of transactions CSG processes, the large number of clients, partners and counterparties with which CSG 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, CSG 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, CSG 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 CSG'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, CSG 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 CSG to expend significant additional resources to modify its protective

measures or to investigate and remediate vulnerabilities or other exposures. CSG may also be required to expend resources to comply with new and increasingly expansive regulatory requirements related to cybersecurity.

CSG may suffer losses due to employee misconduct

CSG'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 CSG takes to prevent and detect this activity may not always be effective.

Risk management

CSG 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. CSG 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 CSG'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 CSG'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 the Financial Report 1Q19.

Legal and regulatory risks

CSG's exposure to legal liability is significant

CSG 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 it operates.

CSG and its subsidiaries are subject to a number of material legal proceedings, regulatory actions and investigations, and an adverse result in one or more of these proceedings could have a material adverse effect on CSG'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 CSG'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 the Financial Report 1Q19.

It is inherently difficult to predict the outcome of many of the legal, regulatory and other adversarial proceedings involving CSG'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. 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 judgment. 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 CSG's business and ability to execute its strategic plans

As a participant in the financial services industry, CSG is subject to extensive regulation by governmental agencies, supervisory authorities and self-regulatory organisations in Switzerland, the EU, the UK and the United States and other jurisdictions in which CSG operates around the world. Such regulation is

increasingly more extensive and complex and, in recent years, costs related to its 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 CSG'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 CSG may operate or invest. Such limitations can have a negative effect on CSG's business and its ability to implement strategic initiatives. To the extent CSG 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. CSG 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 CSG 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. CSG 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 CSG, 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 CSG's regulators, have contributed to its decision to reduce risk-weighted assets 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 United States 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 the Financial Report 1Q19 have imposed, and will continue to impose, new regulatory burdens on certain of CSG's operations. These requirements have contributed to its decision to exit certain businesses (including a number of its private equity businesses) and may lead it to exit other businesses. Recent Commodity Futures Trading Commission, the 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 its derivatives businesses with U.S. persons, while at the same time making it more difficult for CSG to transact derivatives business outside the United States. Further, in 2014, the Fed adopted a final rule under the Dodd-Frank Act that created a new framework for regulation of the United States operations of foreign banking organisations such as CSG's. Certain aspects of the framework are still to be implemented. Implementation is expected to continue to result in CSG incurring additional costs and to affect the way it conducts its business in the United States, 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 CSG's businesses. In addition, the U.S. tax reform enacted on 22 December 2017 introduced substantial changes to the U.S. tax system, including the lowering of the corporate tax rate and the introduction of 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 CSG'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 CSG, may accordingly be limited from participating in businesses regulated by such laws. Finally, CSG expects that total loss-absorbing capacity ("TLAC") requirements, which took effect on 1 January 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 globally systemically important banks ("G-SIBs") and their operating entities, may increase CSG'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 "*Credit Suisse results—Credit Suisse—Recent regulatory developments and proposals*" in the Financial Report 1Q19.

In addition, there have been frequent and complex changes in sanction regimes imposed on countries, entities and individuals in recent years. As a result, CSG's costs of monitoring and complying with sanctions requirements have increased, and there is an increased risk that CSG will not identify prohibited activity in a timely manner. CSG expects the financial services industry and its members, including CSG, 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 United States 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 CSG's results of operations.

Despite CSG'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 CSG, 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 CSG's results of operations and seriously harm its reputation.

For a description of CSG'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 CSG’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 each in “*II—Treasury, risk, balance sheet and off-balance sheet*” in the Financial Report 1Q19.

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

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

CSG is currently subject to resolution planning requirements in Switzerland, the United States 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 CSG’s business in that jurisdiction, require it to hold higher amounts of capital or liquidity, require it 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 CSG, 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 CSG’s control and difficult to predict

CSG is affected by the monetary policies adopted by the central banks and regulatory authorities of Switzerland, the United States and other countries. The actions of the SNB and other central banking authorities directly impact CSG’s cost of funds for lending, capital raising and investment activities and may impact the value of financial instruments CSG 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. CSG cannot predict whether these changes will have a material adverse effect on it or its operations. In addition, changes in monetary policy may affect the credit quality of its customers. Any changes in monetary policy are beyond CSG’s control and difficult to predict.

Legal restrictions on its clients may reduce the demand for CSG’s services

CSG 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. CSG’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 CSG's private banking businesses.

Competition

CSG faces intense competition

CSG 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 CSG, 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 CSG does, or offer such products at more competitive prices. Current market conditions have resulted in significant changes in the competitive landscape in CSG'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 CSG'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 CSG operates. CSG can give no assurance that its results of operations will not be adversely affected.

CSG'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 CSG's performance, including its ability to attract and retain clients and employees. CSG'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.

CSG must recruit and retain highly skilled employees

CSG's performance is largely dependent on the talents and efforts of highly skilled individuals. Competition for qualified employees is intense. CSG has devoted considerable resources to recruiting, training and compensating employees. CSG'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 CSG'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 CSG's ability to retain certain of its most highly skilled employees and hire new qualified employees in certain businesses.

CSG faces competition from new trading technologies

CSG'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 its 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. CSG 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 in the Notes 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 3 May 2019, which contains the CSG financial report 1Q19 (the “Financial Report 1Q19”);
- (2) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on 26 April 2019, which contains a media release entitled “Annual General Meeting of Credit Suisse Group AG: Shareholders Approval All Proposals Put Forward by Board of Directors”;
- (3) the Form 6-K of Credit Suisse Group AG and Credit Suisse AG filed with the SEC on 22 March 2019, which contains a media release entitled “Annual Report 2018”;
- (4) the Form 20-F of Credit Suisse AG and Credit Suisse Group AG filed with the SEC on 22 March 2019, which contains the 2018 Annual Report of the Group (the “Annual Report 2018”);
- (5) the Form 20-F of Credit Suisse AG and Credit Suisse Group AG filed with the SEC on 23 March 2018, which contains the 2017 Annual Report of the Group (the “Annual Report 2017”); and
- (6) the Articles of Association of Credit Suisse Group AG dated 26 April 2019 (available on the Issuer’s 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 e-mail 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 CSG and on the website of CSG (www.credit-suisse.com). A copy of the documents filed by CSG with the SEC may also be obtained either on the SEC’s website at www.sec.gov or on the website of CSG at http://www.credit-suisse.com/investors/en/sec_filings.jsp. Information (other than the above-mentioned information incorporated by reference) contained on the website of CSG 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 seven 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 seven per cent. that the Regulator and CSG deem, in their absolute discretion, to be adequate at such time.

The following information from “Regulatory Capital framework” through (and including) “Bank Regulatory Disclosures” below regarding CSG’s and Credit Suisse AG’s capital ratios and metrics and the relevant regulatory framework has been primarily extracted from the Financial Report 1Q19, 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 1Q19 and not otherwise defined in this section shall have the same meaning when used in this section.

Regulatory Capital 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 BCBS, the standard setting committee within the 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 1 January 2019 for those countries that have adopted Basel III.

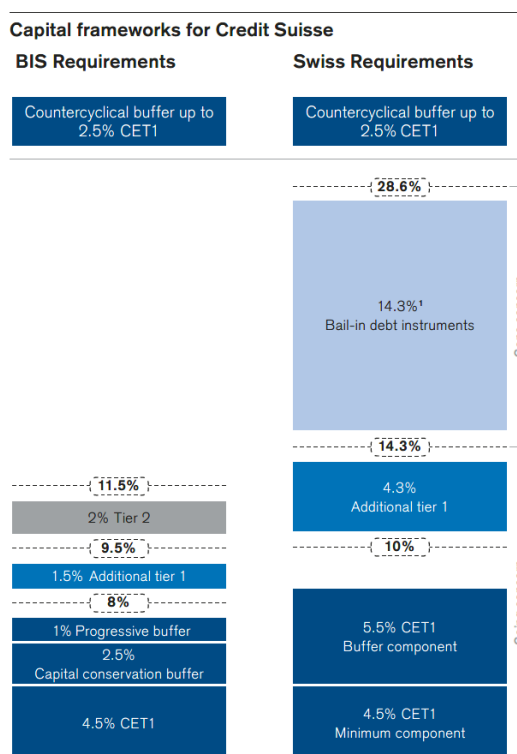
Refer to “*BIS requirements*” in “*III—Treasury, Risk, Balance sheet and Off-balance sheet — Capital management*” in the Annual Report 2018 for a detailed discussion of the BIS requirements.

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 FSB’s total loss-absorbing capacity standard.



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 1 January 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.

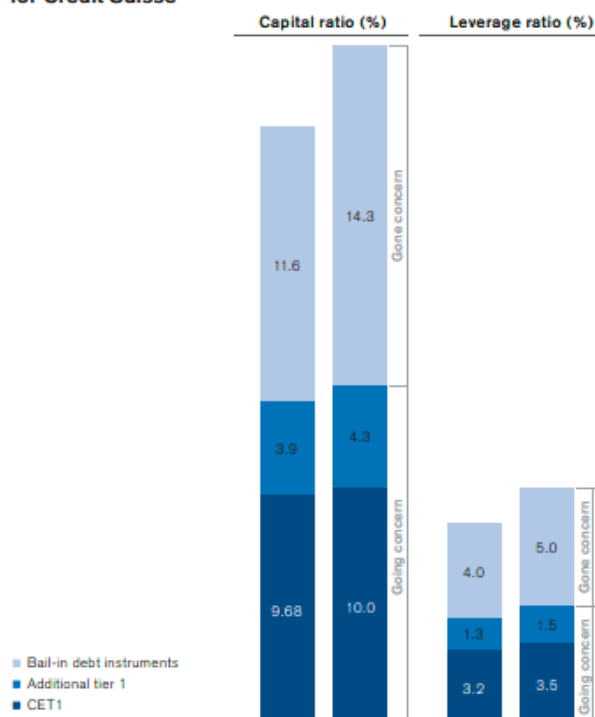
Other regulatory disclosures

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



Effective as of January 1, for the applicable year

Capital components (%)	2019	2020	2019	2020
CET1 – minimum	4.9	4.5	1.7	1.5
Additional tier 1 – maximum	3.1	3.5	1.3	1.5
Minimum component	8.0	8.0	3.0	3.0
CET1 – minimum	4.78	5.5	1.5	2.0
Additional tier 1 – maximum	0.8	0.8	0.0	0.0
Buffer component	5.58	6.3	1.5	2.0
Going concern	13.58	14.3	4.5	5.0
of which base requirement	12.86	12.86	4.5	4.5
of which surcharge	0.72	1.44	0.0	0.5
Gone concern	11.6	14.3	4.0	5.0
of which base requirement	10.52	12.86	3.625	4.5
of which surcharge	1.08	1.44	0.375	0.5
Total loss-absorbing capacity	25.18	28.6	8.5	10.0

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 1Q19, the Swiss countercyclical buffer for the Group and the Bank was CHF 546 million, which is equivalent to 0.2% of CET1 capital, and the required extended countercyclical buffer was insignificant. As of the end of 1Q19, 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 April 2019, the Swiss Federal Department of Finance initiated a consultation on an amendment to the Capital Adequacy Ordinance. The proposed amendment provides that the requirements under the total loss-absorbing capacity regime for the Group should also be applicable to Credit Suisse AG on a stand-alone basis (the “Bank parent company”). Under the proposed amendment, the Bank parent company would be subject to two separate minimum requirements for loss absorbing capacity, which include a going concern requirement as well as a proposed gone concern requirement. The proposed gone concern requirement would need to be fulfilled primarily with bail-in debt instruments that are designed to absorb losses in a restructuring scenario. These bail-in debt instruments would be issued by the Bank parent company and held by the Group. The proposed amendment also includes an increase of the risk-weights under the standardized approach for credit risk for domestic residential investment properties with high loan-to-value ratios. If adopted, this amendment would become effective in January 2020.

Capital instruments

Issuances and redemptions					
	Currency	Amount (million)	Interest rate (%)	Description	Year of maturity
Issuances – callable bail-in instruments					
First quarter of 2019	USD	120	–	Zero coupon accreting senior notes	2049
	USD	120	–	Zero coupon accreting senior notes	2049
	USD	100	–	Zero coupon accreting senior notes	2049
	USD	1,050	floored floating rate	Senior notes	2024
April 2019 to date	USD	100	floored floating rate	Senior notes	2023

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 5.8 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 2.0%, both as of the end of 1Q19.

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 10.5 billion and the Higher Trigger Capital Ratio was 3.6%, both as of the end of 1Q19.

Refer to the table “*Information regarding the CET1 Ratio and Swiss Capital Ratios - BIS capital metrics*” 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		
	1Q19	4Q18	% change QoQ	1Q19	4Q18	% change QoQ
Capital and risk-weighted assets (CHF million)						
CET1 capital	36,556	35,824	2	36,556	35,824	2
Tier 1 capital	47,032	46,040	2	47,032	46,040	2
Total eligible capital	50,939	50,239	1	50,569	49,548	2
Risk-weighted assets	290,098	284,582	2	290,098	284,582	2
Capital ratios (%)						
CET1 ratio	12.6	12.6	–	12.6	12.6	–
Tier 1 ratio	16.2	16.2	–	16.2	16.2	–
Total capital ratio	17.6	17.7	–	17.4	17.4	–

Eligible capital – Group						
end of	Phase-in			Look-through		
	1Q19	4Q18	% change QoQ	1Q19	4Q18	% change QoQ
Eligible capital (CHF million)						
Total shareholders' equity	43,825	43,922	0	43,825	43,922	0
Regulatory adjustments ¹	(566)	(643)	(12)	(566)	(643)	(12)
Adjustments phased-in						
Goodwill ²	(4,803)	(4,762)	1	(4,803)	(4,762)	1
Other intangible assets ²	(45)	(47)	(4)	(45)	(47)	(4)
Deferred tax assets that rely on future profitability	(1,614)	(1,647)	(2)	(1,614)	(1,647)	(2)
Shortfall of provisions to expected losses	(457)	(461)	(1)	(457)	(461)	(1)
(Gains)/losses due to changes in own credit on fair-valued liabilities	2,029	804	152	2,029	804	152
Defined benefit pension assets ²	(1,515)	(1,374)	10	(1,515)	(1,374)	10
Investments in own shares	(304)	(32)	–	(304)	(32)	–
Other adjustments ³	6	64	(91)	6	64	(91)
Adjustments phased-in ⁴	(6,703)	(7,455)	(10)	(6,703)	(7,455)	(10)
CET1 capital	36,556	35,824	2	36,556	35,824	2
High-trigger capital instruments (7% trigger)	5,752	5,615	2	5,752	5,615	2
Low-trigger capital instruments (5.125% trigger)	4,724	4,601	3	4,724	4,601	3
Additional tier 1 capital	10,476	10,216	3	10,476	10,216	3
Tier 1 capital	47,032	46,040	2	47,032	46,040	2
Tier 2 low-trigger capital instruments (5% trigger)	3,537	3,508	1	3,537	3,508	1
Tier 2 instruments subject to phase-out	370	691	(46)	–	–	–
Tier 2 capital	3,907	4,199	(7)	3,537	3,508	1
Total eligible capital	50,939	50,239	1	50,569	49,548	2

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 12.6% as of the end of 1Q19, stable compared to the end of 4Q18. Our tier 1 ratio was 16.2% as of the end of 1Q19, stable compared to the end of 4Q18. Our total capital ratio was 17.6% as of the end of 1Q19, compared to 17.7% as of the end of 4Q18.

CET1 capital was CHF 36.6 billion as of the end of 1Q19, an increase compared to CHF 35.8 billion as of the end of 4Q18, mainly reflecting net income attributable to shareholders, methodology changes and a positive foreign exchange impact, partially offset by the repurchase of shares under the share buyback programme.

Additional tier 1 capital was CHF 10.5 billion as of the end of 1Q19, an increase compared to CHF 10.2 billion as of the end of 4Q18, mainly reflecting a positive foreign exchange impact and valuation impacts.

Tier 2 capital was CHF 3.9 billion as of the end of 1Q19, a decrease compared to CHF 4.2 billion as of the end of 4Q18, mainly reflecting a decrease in the impact of the prescribed amortization requirement as instruments move closer to their maturity date.

Total eligible capital was CHF 50.9 billion as of the end of 1Q19, an increase compared to CHF 50.2 billion as of the end of 4Q18, primarily reflecting higher CET1 capital.

Capital movement – Group

1Q19	Phase-in	Look-through
CET1 capital (CHF million)		
Balance at beginning of period	35,824	35,824
Net income attributable to shareholders	749	749
Foreign exchange impact	122 ¹	122
Methodology changes ²	178	178
Repurchase of shares under the share buyback program	(261)	(261)
Other ³	(56)	(56)
Balance at end of period	36,556	36,556
Additional tier 1 capital (CHF million)		
Balance at beginning of period	10,216	10,216
Foreign exchange impact	102	102
Other	158 ⁴	158
Balance at end of period	10,476	10,476
Tier 2 capital (CHF million)		
Balance at beginning of period	4,199	3,508
Foreign exchange impact	15	10
Other	(307) ⁵	19
Balance at end of period	3,907	3,537
Eligible capital (CHF million)		
Balance at end of period	50,939	50,569

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

² Reflects the impact of a new accounting standard relating to leases.

³ 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).

⁴ Primarily reflects valuation impacts and Contingent Capital Awards.

⁵ Primarily reflects the impact of the prescribed amortization requirement as instruments move closer to their maturity date.

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 1Q19, 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 “*Risk management*” in the Financial Report 1Q19 for further information.

RWA increased 2% to CHF 290.1 billion as of the end of 1Q19 compared to CHF 284.6 billion as of the end of 4Q18, mainly resulting from increases resulting from methodology and policy changes, external model and parameter updates and movements in risk levels, all mainly in credit risk, and a positive foreign exchange impact. These increases were partially offset by decreases relating to movements in risk levels, mainly in market risk, and internal model and parameter updates, mainly in operational risk and market risk.

Excluding the foreign exchange impact, the increase in credit risk was primarily driven by increases in methodology and policy changes, external model and parameter updates and movements in risk levels, mainly attributable to book size. Methodology and policy changes mainly reflected the impact of the new accounting standard relating to leases. External model and parameter updates reflected a mandated adjustment relating to residential real estate loans in Swiss Universal Bank and a change from a model approach to a standardized 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, and an additional phase-in of a multiplier on certain investment banking corporate exposures in Investment Banking & Capital Markets, Global Markets and Asia Pacific. The increase in risk levels attributable to book size was mainly driven by increases in lending risk exposures in the Corporate Center and International Wealth Management, increases in banking book securitization exposures in Global Markets and Swiss Universal Bank and increases in advanced credit valuation adjustment (“CVA”) exposures in Global Markets and Swiss Universal Bank.

Risk-weighted asset movement by risk type – Group

1Q19	Swiss Universal Bank	International Wealth Management	Asia Pacific	Global Markets	Investment Banking & Capital Markets	Strategic Resolution Unit ¹	Corporate Center ¹	Total
Credit risk (CHF million)								
Balance at beginning of period	63,280	26,604	27,102	35,380	20,498	5,834	16,201	194,899
Transfers	–	–	–	–	–	(5,834)	5,834	–
Foreign exchange impact	107	170	273	356	250	–	223	1,379
Movements in risk levels	110	1,024	174	1,060	(315)	–	(663)	1,390
of which credit risk – book size ²	193	759	(267)	976	(390)	–	(563)	708
of which credit risk – book quality ³	(83)	265	441	84	75	–	(100)	682
Model and parameter updates – internal ⁴	(5)	62	14	44	(1)	–	(4)	110
Model and parameter updates – external ⁵	1,289	135	134	321	187	–	76	2,142
Methodology and policy changes ⁶	0	0	0	0	0	–	3,180	3,180
Balance at end of period	64,781	27,995	27,697	37,161	20,619	–	24,847	203,100
Market risk (CHF million)								
Balance at beginning of period	1,315	1,669	3,507	9,158	200	1,305	1,489	18,643
Transfers	–	–	–	–	–	(1,305)	1,305	–
Foreign exchange impact	15	19	38	94	2	–	30	198
Movements in risk levels	(92)	(500)	(285)	(750)	(65)	–	(133)	(1,825)
Model and parameter updates – internal ⁴	(8)	484	(313)	(601)	(1)	–	(54)	(493)
Balance at end of period	1,230	1,672	2,947	7,901	136	–	2,637	16,523
Operational risk (CHF million)								
Balance at beginning of period	11,880	11,843	6,547	14,478	3,492	10,787	12,013	71,040
Transfers	–	–	–	–	–	(10,787)	10,787	–
Movements in risk levels	1	1	0	(1)	0	–	(22)	(21)
Model and parameter updates – internal ⁴	(1,135)	1,060	635	(1,408)	513	–	(209)	(544)
Balance at end of period	10,746	12,904	7,182	13,069	4,005	–	22,569	70,475
Total (CHF million)								
Balance at beginning of period	76,475	40,116	37,156	59,016	24,190	17,926	29,703	284,582
Transfers	–	–	–	–	–	(17,926)	17,926	–
Foreign exchange impact	122	189	311	450	252	–	253	1,577
Movements in risk levels	19	525	(111)	309	(390)	–	(818)	(456)
Model and parameter updates – internal ⁴	(1,148)	1,606	336	(1,965)	511	–	(267)	(927)
Model and parameter updates – external ⁵	1,289	135	134	321	187	–	76	2,142
Methodology and policy changes ⁶	0	0	0	0	0	–	3,180	3,180
Balance at end of period	76,757	42,571	37,826	58,131	24,760	–	50,053	290,098

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.

² Represents changes in portfolio size.

³ Represents changes in average risk weighting across credit risk classes.

⁴ Represents movements arising from internally driven updates to models and recalibrations of model parameters specific only to Credit Suisse.

⁵ Represents movements arising from externally mandated updates to models and recalibrations of model parameters specific only to Credit Suisse.

⁶ Represents movements arising from externally mandated regulatory methodology and policy changes to accounting and exposure classification and treatment policies not specific only to Credit Suisse.

These increases were partially offset by decreases in lending risk exposures in Asia Pacific, Investment Banking & Capital Markets and Global Markets, decreases in banking book securitization exposures in Investment Banking & Capital Markets and the Corporate Center and decreases in advanced CVA exposures in the Corporate Center. The increase in risk levels attributable to book quality was mainly due to an increase in lending risk with corporate and private clients in Asia Pacific and International Wealth Management.

Excluding the foreign exchange impact, the decrease in market risk was primarily driven by movements in risk levels. The decrease in movements in risk levels was primarily in Global Markets, International Wealth Management and Asia Pacific. The decrease in internal model and parameter updates mainly related to time series updates and model enhancements to VaR, which caused decreases in Global Markets and Asia Pacific, which were partially offset by an increase in International Wealth Management.

The decrease in operational risk was mainly driven by internal model and parameter updates related to the annual recalibration of the advanced measurement approach model, primarily in the Corporate Center and Global Markets. In addition, internal model and parameter updates also reflected updated operational risk allocation keys resulting in lower operational RWA in Global Markets and Swiss Universal Bank, offset by higher operational RWA in International Wealth Management, Asia Pacific and Investment Banking & Capital Markets.

Risk-weighted assets – Group

end of	Swiss Universal Bank	International Wealth Management	Asia Pacific	Global Markets	Investment Banking & Capital Markets	Strategic Resolution Unit ¹	Corporate Center ¹	Group
1Q19 (CHF million)								
Credit risk	64,781	27,995	27,697	37,161	20,619	–	24,847	203,100
Market risk	1,230	1,672	2,947	7,901	136	–	2,637	16,523
Operational risk	10,746	12,904	7,182	13,069	4,005	–	22,569	70,475
Risk-weighted assets	76,757	42,571	37,826	58,131	24,760	–	50,053	290,098
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 901.8 billion as of the end of 1Q19, an increase compared to CHF 881.4 billion as of the end of 4Q18, reflecting higher operating activities and the foreign exchange translation impact.

Refer to “*Balance sheet and off-balance sheet*” in the Financial Report 1Q19 for further information on the reduction in the Group’s consolidated balance sheet.

Leverage exposure – Group

end of	1Q19	4Q18
Leverage exposure (CHF million)		
Swiss Universal Bank	259,380	255,480
International Wealth Management	100,552	98,556
Asia Pacific	110,684	106,375
Global Markets	259,420	245,664
Investment Banking & Capital Markets	42,161	40,485
Strategic Resolution Unit ¹	–	29,579
Corporate Center ¹	129,617	105,247
Leverage exposure	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 1Q19, stable compared to the end of 4Q18. The tier 1 leverage ratio was 5.2% as of the end of 1Q19, stable compared to the end of 4Q18.

Leverage exposure components – Group

end of	Phase-in			Look-through		
	1Q19	4Q18	% change QoQ	1Q19	4Q18	% change QoQ
Leverage exposure (CHF million)						
Balance sheet assets	793,636	768,916	3	793,636	768,916	3
Adjustments						
Difference in scope of consolidation and tier 1 capital deductions ¹	(13,280)	(12,655)	5	(13,280)	(12,655)	5
Derivative financial instruments	75,806	73,110	4	75,806	73,110	4
Securities financing transactions	(40,169)	(32,278)	24	(40,169)	(32,278)	24
Off-balance sheet exposures	85,821	84,293	2	85,821	84,293	2
Total adjustments	108,178	112,470	(4)	108,178	112,470	(4)
Leverage exposure	901,814	881,386	2	901,814	881,386	2

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		
	1Q19	4Q18	% change QoQ	1Q19	4Q18	% change QoQ
Capital and leverage exposure (CHF million)						
CET1 capital	36,556	35,824	2	36,556	35,824	2
Tier 1 capital	47,032	46,040	2	47,032	46,040	2
Leverage exposure	901,814	881,386	2	901,814	881,386	2
Leverage ratios (%)						
CET1 leverage ratio	4.1	4.1	–	4.1	4.1	–
Tier 1 leverage ratio	5.2	5.2	–	5.2	5.2	–

Swiss metrics

Swiss capital metrics

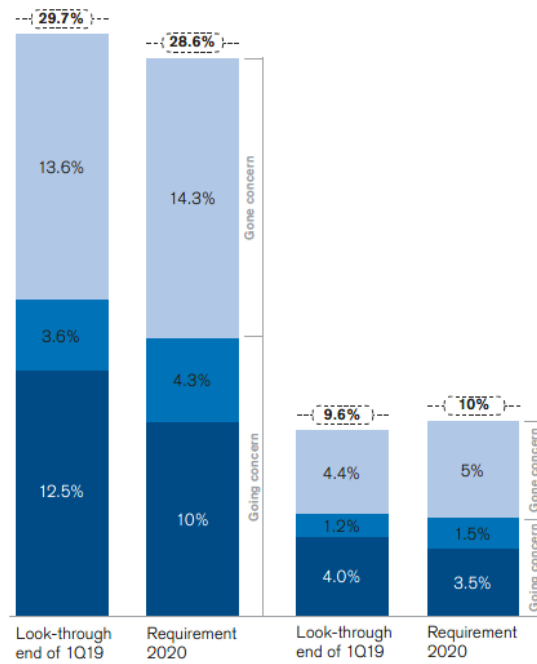
As of the end of 1Q19, our Swiss CET1 ratio was 12.5%, our going concern capital ratio was 17.3%, our gone concern capital ratio was 12.5% and our TLAC ratio was 29.9%.

On a look-through basis, as of the end of 1Q19, our Swiss CET1 capital was CHF 36.4 billion and our Swiss CET1 ratio was 12.5%. Our going concern capital was CHF 46.9 billion and our going concern capital ratio was 16.1%. Our gone concern capital was CHF 39.5 billion and our gone concern capital ratio was 13.6%. Our total loss-absorbing capacity was CHF 86.4 billion and our TLAC ratio was 29.7%.

Swiss capital and leverage ratios for Credit Suisse

Capital ratio

Leverage ratio



■ CET1 ■ Additional tier 1 ■ Bail-in debt instruments

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		
	1Q19	4Q18	% change QoQ	1Q19	4Q18	% change QoQ
Swiss capital and risk-weighted assets (CHF million)						
Swiss CET1 capital	36,422	35,719	2	36,422	35,719	2
Going concern capital	50,434	49,443	2	46,897	45,935	2
Gone concern capital	36,466	35,678	2	39,495	37,909	4
Total loss-absorbing capacity (TLAC)	86,900	85,121	2	86,392	83,844	3
Swiss risk-weighted assets	290,729	285,193	2	290,729	285,193	2
Swiss capital ratios (%)						
Swiss CET1 ratio	12.5	12.5	–	12.5	12.5	–
Going concern capital ratio	17.3	17.3	–	16.1	16.1	–
Gone concern capital ratio	12.5	12.5	–	13.6	13.3	–
TLAC ratio	29.9	29.8	–	29.7	29.4	–

Swiss capital and risk-weighted assets – Group

end of	Phase-in			Look-through		
	1Q19	4Q18	% change QoQ	1Q19	4Q18	% change QoQ
Swiss capital (CHF million)						
CET1 capital – BIS	36,556	35,824	2	36,556	35,824	2
Swiss regulatory adjustments ¹	(134)	(105)	28	(134)	(105)	28
Swiss CET1 capital	36,422	35,719	2	36,422	35,719	2
Additional tier 1 high-trigger capital instruments	5,751	5,615	2	5,751	5,615	2
Grandfathered capital instruments	8,261	8,109	2	4,724	4,601	3
of which additional tier 1 low-trigger capital instruments	4,724	4,601	3	4,724	4,601	3
of which tier 2 low-trigger capital instruments	3,537	3,508	1	–	–	–
Swiss additional tier 1 capital	14,012	13,724	2	10,475	10,216	3
Going concern capital	50,434	49,443	2	46,897	45,935	2
Bail-in debt instruments	35,435	33,892	5	35,435	33,892	5
Tier 2 instruments subject to phase-out	370	691	(46)	–	–	–
Tier 2 amortization component	661	1,095	(40)	523	509	3
Tier 2 low-trigger capital instruments	–	–	–	3,537	3,508	1
Gone concern capital	36,466	35,678	2	39,495	37,909	4
Total loss-absorbing capacity	86,900	85,121	2	86,392	83,844	3
Risk-weighted assets (CHF million)						
Risk-weighted assets – BIS	290,098	284,582	2	290,098	284,582	2
Swiss regulatory adjustments ²	631	611	3	631	611	3
Swiss risk-weighted assets	290,729	285,193	2	290,729	285,193	2

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		
	1Q19	4Q18	% change QoQ	1Q19	4Q18	% change QoQ
Swiss capital and leverage exposure (CHF million)						
Swiss CET1 capital	36,422	35,719	2	36,422	35,719	2
Going concern capital	50,434	49,443	2	46,897	45,935	2
Gone concern capital	36,466	35,678	2	39,495	37,909	4
Total loss-absorbing capacity	86,900	85,121	2	86,392	83,844	3
Leverage exposure	901,814	881,386	2	901,814	881,386	2
Swiss leverage ratios (%)						
Swiss CET1 leverage ratio	4.0	4.1	–	4.0	4.1	–
Going concern leverage ratio	5.6	5.6	–	5.2	5.2	–
Gone concern leverage ratio	4.0	4.0	–	4.4	4.3	–
TLAC leverage ratio	9.6	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 1Q19, our Swiss CET1 leverage ratio was 4.0%, our going concern leverage ratio was 5.6%, our gone concern leverage ratio was 4.0% and our TLAC leverage ratio was 9.6%. On a look-through basis, as of the end of 1Q19, our Swiss CET1 leverage ratio was 4.0%, our going concern leverage ratio was 5.2%, our gone concern leverage ratio was 4.4% and our TLAC leverage ratio was 9.6%.

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

end of			Phase-in
	1Q19	4Q18	% change QoQ
Capital and risk-weighted assets (CHF million)			
CET1 capital	40,211	38,915	3
Tier 1 capital	49,756	48,231	3
Total eligible capital	53,663	52,431	2
Risk-weighted assets	291,199	286,081	2
Capital ratios (%)			
CET1 ratio	13.8	13.6	–
Tier 1 ratio	17.1	16.9	–
Total capital ratio	18.4	18.3	–

Eligible capital and risk-weighted assets – Bank

end of			Phase-in
	1Q19	4Q18	% change QoQ
Eligible capital (CHF million)			
Total shareholders' equity	45,570	45,296	1
Regulatory adjustments ¹	(64)	(49)	31
Adjustments phased-in ²	(5,295)	(6,332)	(16)
CET1 capital	40,211	38,915	3
Additional tier 1 instruments	9,545 ³	9,316	2
Additional tier 1 capital	9,545	9,316	2
Tier 1 capital	49,756	48,231	3
Tier 2 low-trigger capital instruments (5% trigger)	3,537	3,508	1
Tier 2 instruments subject to phase-out	370	692	(47)
Tier 2 capital	3,907	4,200	(7)
Total eligible capital	53,663	52,431	2
Risk-weighted assets by risk type (CHF million)			
Credit risk	204,201	196,398	4
Market risk	16,523	18,643	(11)
Operational risk	70,475	71,040	(1)
Risk-weighted assets	291,199	286,081	2

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 5.8 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

end of			Phase-in
	1Q19	4Q18	% change QoQ
Leverage exposure (CHF million)			
Balance sheet assets	796,388	772,069	3
Adjustments			
Difference in scope of consolidation and tier 1 capital deductions ¹	(11,806)	(11,493)	3
Derivative financial instruments	75,934	73,258	4
Securities financing transactions	(40,169)	(32,278)	24
Off-balance sheet exposures	85,826	84,298	2
Total adjustments	109,785	113,785	(4)
Leverage exposure	906,173	885,854	2

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

end of			Phase-in
	1Q19	4Q18	% change QoQ
Capital and leverage exposure (CHF million)			
CET1 capital	40,211	38,915	3
Tier 1 capital	49,756	48,231	3
Leverage exposure	906,173	885,854	2
Leverage ratios (%)			
CET1 leverage ratio	4.4	4.4	–
Tier 1 leverage ratio	5.5	5.4	–

Swiss capital metrics – Bank

end of			Phase-in
	1Q19	4Q18	% change QoQ
Swiss capital and risk-weighted assets (CHF million)			
Swiss CET1 capital	40,077	38,810	3
Going concern capital	53,159	51,634	3
Gone concern capital	36,465	35,683	2
Total loss-absorbing capacity	89,624	87,317	3
Swiss risk-weighted assets	291,819	286,682	2
Swiss capital ratios (%)			
Swiss CET1 ratio	13.7	13.5	–
Going concern capital ratio	18.2	18.0	–
Gone concern capital ratio	12.5	12.4	–
TLAC ratio	30.7	30.5	–

Swiss capital and risk-weighted assets – Bank

end of			Phase-in
	1Q19	4Q18	% change QoQ
Swiss capital (CHF million)			
CET1 capital – BIS	40,211	38,915	3
Swiss regulatory adjustments ¹	(134)	(105)	28
Swiss CET1 capital	40,077	38,810	3
Additional tier 1 high-trigger capital instruments	5,753	5,624	2
Grandfathered capital instruments	7,329	7,200	2
– of which additional tier 1 low-trigger capital instruments	3,792	3,692	3
– of which tier 2 low-trigger capital instruments	3,537	3,508	1
Swiss additional tier 1 capital	13,082	12,824	2
Going concern capital	53,159	51,634	3
Bail-in debt instruments	35,434	33,897	5
Tier 2 instruments subject to phase-out	370	691	(46)
Tier 2 amortization component	661	1,095	(40)
Gone concern capital	36,465	35,683	2
Total loss-absorbing capacity	89,624	87,317	3
Risk-weighted assets (CHF million)			
Risk-weighted assets – BIS	291,199	286,081	2
Swiss regulatory adjustments ²	620	601	3
Swiss risk-weighted assets	291,819	286,682	2

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

² Primarily includes differences in the credit risk multiplier.

Swiss leverage metrics – Bank

end of	Phase-in		
	1Q19	4Q18	% change QoQ
Swiss capital and leverage exposure (CHF million)			
Swiss CET1 capital	40,077	38,810	3
Going concern capital	53,159	51,634	3
Gone concern capital	36,465	35,683	2
Total loss-absorbing capacity	89,624	87,317	3
Leverage exposure	906,173	885,854	2
Swiss leverage ratios (%)			
Swiss CET1 leverage ratio	4.4	4.4	–
Going concern leverage ratio	5.9	5.8	–
Gone concern leverage ratio	4.0	4.0	–
TLAC leverage ratio	9.9	9.9	–

Shareholders' equity

Our total shareholders' equity was CHF 43.8 billion as of the end of 1Q19 compared to CHF 43.9 billion as of the end of 4Q18. Total shareholders' equity was negatively impacted by losses on fair value elected liabilities relating to credit risk, transactions relating to the settlement of share-based compensation awards and the repurchase of shares under the share buyback programme, partially offset by net income attributable to shareholders and an increase in the share-based compensation obligation.

For 2019, the Board of Directors of the Group approved a share buyback programme of Group ordinary shares of up to CHF 1.5 billion. We commenced the 2019 share buyback programme on 14 January 2019, and in 1Q19 we repurchased 21.3 million ordinary shares totalling CHF 261 million.

Refer to the “*Consolidated statements of changes in equity (unaudited)*” in “*III—Condensed consolidated financial statements – unaudited*” in the Financial Report 1Q19 for further information on shareholders' equity.

Shareholders' equity and share metrics

end of	1Q19	4Q18	% change QoQ
Shareholders' equity (CHF million)			
Common shares	102	102	0
Additional paid-in capital	35,212	34,889	1
Retained earnings	27,964	26,973	4
Treasury shares, at cost	(580)	(61)	–
Accumulated other comprehensive loss	(18,873)	(17,981)	5
Total shareholders' equity	43,825	43,922	0
Goodwill	(4,807)	(4,766)	1
Other intangible assets	(224)	(219)	2
Tangible shareholders' equity¹	38,794	38,937	0
Shares outstanding (million)			
Common shares issued	2,556.0	2,556.0	0
Treasury shares	(48.2)	(5.4)	–
Shares outstanding	2,507.8	2,550.6	(2)
Par value (CHF)			
Par value	0.04	0.04	0
Book value per share (CHF)			
Book value per share	17.48	17.22	2
Goodwill per share	(1.92)	(1.87)	3
Other intangible assets per share	(0.09)	(0.08)	13
Tangible book value per share¹	15.47	15.27	1

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 SGD [●] [●] 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 Paying Agency Agreement (the “**Paying Agency Agreement**”) dated the Issue Date between the Issuer and Credit Suisse AG, Zurich, Switzerland, as principal paying 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 Paying Agency Agreement and the Conditions are referred to below, 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, Interest Basis and Form

(a) *Principal Amount, Specified Denomination and Interest Basis*

The initial aggregate principal amount of the Notes is specified in the Pricing Schedule. Each Note will be issued in the Specified Denomination(s) specified in the Pricing Schedule. The principal amount of each Note may be written-down in the circumstances and in the manner described in Condition 7.

Each Note is a Fixed Rate Note, a Floating Rate Note, a Fixed/Floating Rate Note or a Fixed Rate Reset Note, depending upon the Interest Basis shown in the Pricing Schedule.

(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 these Conditions:

“**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 Calculations

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its principal amount from time to time from (and including) the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Fixed Rate of Interest, such interest being, subject as provided in Condition 6(i), payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(g).

(b) *Interest on Floating Rate Notes*

(i) Interest Payment Dates

Each Floating Rate Note bears interest on its principal amount from time to time from (and including) the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Floating Rate of Interest, such interest being, subject as provided in Condition 6(i), payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(g).

(ii) Business Day Convention

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified in the Pricing Schedule is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) Floating Rate of Interest for Floating Rate Notes

The Floating Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined as provided herein:

(x) The Floating Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) if required pursuant to Condition 6(b)(iii)(y), the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time if the Reference Rate is LIBOR or Brussels time if the Reference Rate is EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the Pricing Schedule as being other than LIBOR or EURIBOR, the Floating Rate of Interest in respect of such Notes will be determined as provided in the Pricing Schedule.

(y) If the Relevant Screen Page is not available or if Condition 6(b)(iii)(x)(1) applies and no such offered quotation appears on the Relevant Screen Page or if Condition 6(b)(iii)(x)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Floating Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(z) If Condition 6(b)(iii)(y) applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Floating Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks, or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-

zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Floating Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(c) Interest on Fixed/Floating Rate Notes

Each Fixed/Floating Rate Note bears interest on its principal amount from time to time from (and including) the Interest Commencement Date and during the Fixed Interest Rate Period at the rate per annum (expressed as a percentage) equal to the Fixed Rate of Interest, such interest being, subject as provided in Condition 6(i), payable in arrear on each Interest Payment Date falling in the Fixed Interest Rate Period, and during the Floating Interest Rate Period at the rate per annum (expressed as a percentage) equal to the Floating Rate of Interest, such interest being, subject as provided in Condition 6(i), payable in arrear on each Interest Payment Date falling in the Floating Interest Rate Period. The amount of interest payable shall be determined in accordance with Condition 6(g).

(d) Interest on Fixed Rate Reset Notes

Each Fixed Rate Reset Note bears interest on its principal amount from time to time:

- (i) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date at the rate per annum equal to the Initial Interest Rate; and
- (ii) 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(i), payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(g).

In this Condition 6(d):

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

“**Initial Fall-Back Reset Reference Rate**” means the rate specified as such in the Pricing Schedule;

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

“**Relevant Reset Screen Page**” means the display page on the relevant service as specified in the Pricing Schedule or such other page as may replace it on that information service, or on such other equivalent information service as determined by the Calculation Agent, for the purpose of displaying equivalent or comparable rates for the relevant swap rates for swap transactions in the Specified Currency with an equivalent maturity to the relevant Reset Period;

“**Reset Determination Date**” means, in respect of any Reset Period, unless otherwise specified in the Pricing Schedule, the second Business Day immediately preceding the Reset Date at the start of such Reset Period;

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

“**Reset Rate**” means, in respect of a Reset Period, the sum of the Reset Margin and the Reset Reference Rate for that Reset Period;

“**Reset Reference Bank Rate**” means, in relation to any Reset Period, the percentage determined on the basis of the arithmetic mean of the swap offer rates for a duration equal to that of such Reset Period provided by the Reset Reference Banks at close of business in Singapore on the Business Day immediately following 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. If at least three quotations are provided, the rate will be 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). If only two quotations are provided, it will be the arithmetic mean of the quotations provided. If only one quotation is provided, it will be the quotation provided. If no quotations are provided, the Reset Reference Rate will be the Reset Reference Rate for the immediately preceding Reset Period or, if none, the Initial Fall-Back Reset Reference Rate;

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

“**Reset Reference Rate**” means, in relation to any Reset Period, the rate appearing under the column headed “ASK” for a maturity of five years that appears under the caption “*Tullett Prebon – Rates – Interest Rate Swaps – Asia Pac – SGD*” on the Relevant Reset Screen Page as at approximately the Specified Time on the relevant Reset Determination Date. If such rate does not appear on the Relevant Reset Screen Page at such time on such Reset Determination Date, the Reset Reference Rate for such Reset Period, will be the relevant Reset Reference Bank Rate for such Reset Period.

Notwithstanding the foregoing, if the Replacement Rate Agent determines at any time that the rate appearing on the Relevant Reset Screen Page for purposes of determining the Reset Reference Rate (the “**Existing Rate**”) has been discontinued, then it will determine whether to use a substitute or successor rate for purposes of determining the Reset Reference Rate on each Reset Determination Date falling on or thereafter that it has determined in its sole discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Existing Rate had it not been discontinued. If the Replacement Rate Agent determines to use a substitute or successor rate pursuant to the immediately preceding sentence, it shall select such rate in its sole discretion (acting in good faith and in a commercially reasonable manner), 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 a substitute or successor rate in accordance with the foregoing (such rate, the “**Replacement Rate**”), for purposes of determining the Reset Reference Rate, (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 substitute or successor rate is unavailable on the relevant Reset 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 had it not been discontinued, consistent with industry-accepted practices for the Replacement Rate; (ii) references to the Reset Reference Rate 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, Day Count Fraction, Reset Determination Date, Relevant Reset Screen Page or Specified Time are necessary in order to implement the Replacement Rate as the Reset Reference Rate, such definitions shall be amended as contemplated in 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); and

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

(e) *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.

(f) *Margin, Maximum/Minimum Rates of Interest and Rounding*

- (i) If any Margin is specified in the Pricing Schedule (either (x) generally or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 6(b) by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest is specified in the Pricing Schedule, then any Rate of Interest shall be subject to such maximum or minimum, as the case may be.
- (iii) 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), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, “unit” means the lowest amount of such currency that is legal tender.

(g) *Calculations*

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be calculated by reference to the Rate of Interest, the Calculation Amount and the Day Count Fraction for such Interest Accrual Period, unless (as specified in the Pricing Schedule) an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula) or unless (as specified in the Pricing Schedule) interest in respect of any Interest Accrual Period is expressed to be paid in equal instalments, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall be calculated based on the total amount of interest payable per Calculation Amount on such Note in respect of the relevant year divided by the relevant number of instalments in that year. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. 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.

(h) *Determination and Publication of Rates of Interest and Interest Amounts*

The Calculation Agent shall, as soon as practicable on each Interest Determination Date or Reset 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 Interest Accrual 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 Interest Accrual Period and the relevant Interest Payment Date to be notified to the Issuer, each of the Paying Agents, the Holders, 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 but in no event later than (i) the commencement of the relevant Reset Period or 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 or Interest Period Date is subject to adjustment pursuant to Condition 6(b)(ii), 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 Interest Period. If there is an Event of Default in payment in respect of the Notes as provided in Condition 12(a)(i), the accrued interest and the Rate of Interest payable in respect of the Notes 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.

(i) *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 10 Business Days prior to the relevant Interest Payment Date. This Condition 6(i)(i) is without prejudice to the provisions of Condition 6(i)(ii) and Condition 6(i)(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(i)(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(i)(ii), to such effect setting out brief details as to the amount of interest being cancelled and the reason therefor.

As used in these Conditions:

“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(i)(i) (such amount not paid, being **“Unpaid Interest”**) or by reason of Condition 6(i)(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(i)(v), the cancellation or non-payment of any interest amount by virtue of this Condition 6(i) 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(i) 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(i)(v), no amount shall be payable under this Condition 6(i)(v).

(j) **Definitions**

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Business Day**” means:

- (i) in the case of a Specified Currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (ii) in the case of a Specified Currency that is euro, a day on which the TARGET System is operating (a “**TARGET Business Day**”); and/or
- (iii) in the case in which one or more Financial Centres is specified in the Pricing Schedule, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments generally in each of such Financial Centres;

“**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) (whether or not constituting an Interest Period or an Interest Accrual Period, 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:

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

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;

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

“**Fixed Interest Rate Period**” means the period specified as such in the Pricing Schedule;

“**Fixed Rate of Interest**” means the rate of interest payable from time to time in respect of a Fixed Rate Note or during the Fixed Interest Rate Period in respect of a Fixed/Floating Rate Note and that is either specified in the Pricing Schedule or calculated in accordance with the provisions in the Pricing Schedule;

“**Floating Interest Rate Period**” means the period specified as such in the Pricing Schedule;

“**Floating Rate of Interest**” means the rate of interest payable from time to time in respect of a Floating Rate Note or during the Floating Interest Rate Period in respect of a Fixed/Floating Rate Note and that is either specified in the Pricing Schedule or calculated in accordance with the provisions in the Pricing Schedule;

“**Interest Accrual Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date;

“**Interest Amount**” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the Pricing Schedule, shall mean the Fixed Coupon Amount or Broken Amount specified in the Pricing Schedule as being payable on the Interest Payment Date ending in the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount 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 of Interest and Interest Accrual Period, the date specified as such in the Pricing Schedule or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro;

“**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;

“**Interest Period Date**” means each Interest Payment Date unless otherwise specified in the Pricing Schedule;

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

“**Reference Banks**” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Issuer in consultation with the Calculation Agent or as specified in the Pricing Schedule;

“**Reference Rate**” means the rate specified as such in the Pricing Schedule;

“**Relevant Screen Page**” means such page, section, caption, column or other part of a particular information service as may be specified in the Pricing Schedule;

“**Specified Currency**” means the currency in which the Notes are denominated; and

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System that was launched on 19 November 2007 or any successor thereto.

(k) 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 an Interest Accrual Period or a Reset 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 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) 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 their 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 their 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 their 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 with respect to the Notes 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 (the “Code”), as amended or described in any agreement between any 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, assessment or governmental charge of whatsoever nature imposed, levied, collected, withheld or assessed by or on behalf of any 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) 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, duties, assessments or other governmental charges imposed in respect of such Note by reason of the Holder having some connection with a Tax Jurisdiction other than the mere holding of such Note; or
- (b) any such taxes, duties, assessments or other governmental charges 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 (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 10 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 undismitted 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 Federal 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 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 (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, duty, assessment or governmental charge 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, duty, assessment or governmental charge, 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 6(i)(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 Paying 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 (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 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(s) and the Replacement Rate Agent(s);

“**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**” has the meaning given to it in Condition 6(j);

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;

“**Day Count Fraction**” has the meaning given to it in Condition 6(j);

“**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);

“**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;

“**Interest Commencement Date**” has the meaning given to it in Condition 6(j);

“**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;

“**Interest Determination Date**” has the meaning given to it in Condition 6(j);

“**Interest Payment Date**” has the meaning given to it in Condition 6(j);

“**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(d);

“**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;

“**Reset Rate of Interest**” means the rate of interest payable from time to time in respect of a Fixed Rate Reset Note and that is either specified in the Pricing Schedule or calculated in accordance with the provisions of Condition 6(d);

“**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 6(j);

“**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);

“**Specified Time**” has the meaning given to it in the Pricing Schedule;

“**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;

“**TARGET Business Day**” has the meaning given to it in Condition 6(j);

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 a 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 a 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;

“**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); and

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

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

SGD [●] [●] 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	Specified Currency or Currencies:	Singapore dollars (“SGD”)
4	Aggregate Nominal Amount:	
	(i) Series:	SGD [●]
	(ii) Tranche:	SGD [●]
5	(i) Specified Denomination:	SGD 250,000
	(ii) Calculation Amount:	SGD 250,000
6	Issue Date:	[●] 2019
7	Interest Commencement Date:	Issue Date
8	Interest Basis:	Fixed Rate Reset (further particulars specified below)
9	Redemption/Payment Basis:	100 per cent. of principal amount (further particulars specified below)
10	Change of Interest or Payment Basis:	Not Applicable

PROVISIONS RELATING TO INTEREST PAYABLE

11	Fixed Rate Note Provisions	Not Applicable
12	Fixed/Floating Rate Note Provisions	Not Applicable
13	Floating Rate Note Provisions	Not Applicable
14	Fixed Rate Reset Note Provisions	Applicable
	(i) Initial Interest Rate	[●] per cent. per annum
	(ii) Interest Payment Date(s)	[●] and [●] in each year, commencing on [●] 2019
	(iii) Day Count Fraction:	Actual/365 (Fixed)
	(iv) First Reset Date:	First Optional Redemption Date
	(v) Subsequent Reset Date(s):	[●] 2029 and every fifth anniversary thereafter
	(vi) Reset Margin:	[●] per cent. per annum
	(vii) Relevant Reset Screen Page:	Bloomberg Screen TPIS (or such other page as may replace that page on Bloomberg, 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)

- (viii) Initial Fall-Back Reset Reference Rate: [●] per cent. per annum
- (ix) Specified Time 12:00 p.m. London time
- (x) Interest payable in equal instalments: Not Applicable

PROVISIONS RELATING TO REDEMPTION

- 15 **Optional Redemption** Applicable
- First Optional Redemption Date: [●] 2024
- Other Optional Redemption Dates: Each Interest Payment Date after the First Optional Redemption Date
- Optional Redemption Amount: 100 per cent. of the principal amount
- 16 **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)
- 17 **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

- 18 Financial Centre(s) or other special provisions relating to payment dates: London, Singapore and Zurich
- 19 Rating Agencies and Ratings: Fitch Ratings Limited: BB
S&P Global Ratings Europe Limited: BB-
- 20 Listing: SIX Swiss Exchange
- 21 Principal Paying Agent: Credit Suisse AG
Paradeplatz 8
CH-8001 Zurich
Switzerland
- 22 Listing Agent: Credit Suisse AG
Paradeplatz 8
CH-8001 Zurich
Switzerland
- 23 Calculation 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 Calculation Agent prior to the Reset Determination Date relating to the First Reset Date. The Issuer will notify the Holders prior to any such appointment in accordance with Condition 17. The Issuer may appoint one of its affiliates or any other person as Calculation 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 Calculation Agent.

- 24 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 Reset Determination Date on which the rate appearing on the Relevant Reset Screen Page for purposes of determining the Reset Reference Rate does not appear on the Relevant Reset Screen Page at the Specified Time. 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.
- 25 ISIN: CH[●]
- 26 Common Code: [●]
- 27 Swiss Security Number: [●]

USE OF PROCEEDS

The net proceeds from the Notes, amounting to SGD [●], 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 CSG

CSG is a holding company registered 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 of 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 at 31 March 2019, had 46,200 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 divisional structure of the Group and the wind-down of the Strategic Resolution Unit as a separate division of the Group at the end of 2018, 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 individual, 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 the Group's target ultra-high-net-worth, entrepreneur and corporate clients. The Group's Wealth Management & Connected business combines the Group's activities in wealth management with its financing, underwriting and advisory activities.

The Group's Markets business represents the Group's equities and fixed income sales and trading businesses, which supports the Group's 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 of CSG

Board of Directors of CSG (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 CSG and the Board of Directors of Credit Suisse AG is identical. For purposes of the table below only, references to the "Board" are to both the Board of Directors of CSG and the Board of Directors of Credit Suisse AG, except as otherwise specified.

Name	Business address	Position held
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 CSG and Credit Suisse AG (2006 – 2009) General Counsel of Credit Suisse AG (2005 – 2009) General Counsel of CSG (2004 – 2009)

Name	Business address	Position held
		<p>Member of the Executive Board of Credit Suisse (2005 – 2009)</p> <p>Member of the Executive Board of CSG (2004 – 2009)</p> <p>2000 – 2004: ProSiebenSat.1 Media AG Chairman of the executive board and CEO</p> <p>1983 – 1999: Lenz & Staehelin Partner (1992 – 1999)</p> <p>Attorney (1983 – 1988; 1990 – 1992)</p> <p>1988 – 1989: Sullivan & Cromwell LLP, New York Attorney</p> <p>Education</p> <p>1990 Admission to the bar of the State of New York, United States</p> <p>1986 Admission to the bar of the Canton of Zurich, Switzerland</p> <p>1983 Master in Law (lic.iur.), University of Zurich, Switzerland</p> <p>Other activities and functions</p> <p>GlaxoSmithKline plc, board member</p> <p>Swiss Bankers Association, vice-chairman*</p> <p>Swiss Finance Council, board member*</p> <p>Institute of International Finance, board member*</p> <p>European Banking Group, member*</p> <p>European Financial Services Roundtable, member*</p> <p>University of Zurich Department of Economics, chairman of the advisory board</p> <p>Lucerne Festival, board of trustees member</p> <p>*Mr. Rohner performs functions in these organisations in his capacity as Chairman of the Group.</p>
Iris Bohnet	Harvard Kennedy School Harvard University Cambridge Massachusetts United States	<p>Professional history</p> <p>2012 – present: Credit Suisse Member of the Board (2012 – present)</p> <p>Member of the Compensation Committee (2012 – present)</p> <p>Member of the Innovation and Technology Committee (2015 – present)</p> <p>1998 – present: Harvard Kennedy School Academic Dean (2018 – present, 2010 – 2014)</p> <p>Albert Pratt Professor of Business and Government (2018 – present)</p> <p>Director of the Women and Public Policy Program (2008 – present)</p>

Name	Business address	Position held
Christian Gellerstad	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professor of public policy (2006 – 2018)</p> <p>Associate professor of public policy (2003 – 2006)</p> <p>Assistant professor of public policy (1998 – 2003)</p> <p>1997 – 1998: Haas School of Business, University of California at Berkeley</p> <p>Visiting scholar</p> <p>Education</p> <p>1997 Doctorate in Economics, University of Zurich, Switzerland</p> <p>1992 Master’s degree in Economic History, Economics and Political Science, University of Zurich, Switzerland</p> <p>Other activities and functions</p> <p>Applied, board member</p> <p>Economic Dividends for Gender Equality (EDGE), advisory board member</p> <p>We shape tech, advisory board member</p> <p>Women in Banking and Finance, patron</p> <p>UK Government’s Equalities Office/BIT, advisor</p> <p>Take The Lead Women, advisor</p> <p>genEquality, advisor</p> <p>Professional history</p> <p>2019 – present: Credit Suisse</p> <p>Member of the Board (2019 – present)</p> <p>Member of the Compensation Committee (2019 – present)</p> <p>Member of the Conduct and Financial Crime Control Committee (2019 – present)</p> <p>1994 – 2018: Pictet Group</p> <p>Executive Committee Member, Banque Pictet & Cie SA, Geneva (2013 – 2018)</p> <p>Equity Partner, Pictet Group (2006 – 2018)</p> <p>CEO and Managing Director, Banque Pictet & Cie (Europe) S.A., Luxembourg (2000 – 2007)</p> <p>Deputy CEO and Senior Vice President, Pictet Bank & Trust Ltd., Bahamas (1996 – 2000)</p> <p>Financial Analyst & Portfolio Manager, Pictet & Cie, Geneva (1994 – 1996)</p> <p>Before 1994: Cargill International</p> <p>Emerging Markets Trader</p> <p>Education</p> <p>1996 Certified International Investment Analyst (CIIA) & Certified Portfolio Manager and Financial Analyst (AZEK/CFPI)</p>

Name	Business address	Position held
Andreas Gottschling	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>1993 Master in Business Administration and Economics, University of St. Gallen (HSG), Switzerland</p> <p>Other activities and functions</p> <p>FAVI SA, board member</p> <p>AFICA SA, board member</p> <p>Professional history</p> <p>2017 – present: Credit Suisse</p> <p>Member of the Board (2017 – present)</p> <p>Chairman of the Risk Committee (2018 – present)</p> <p>Member of the Governance and Nominations Committee (2018 – present)</p> <p>Member of the Audit Committee (2018 – present)</p> <p>Member of the Risk Committee (2017 – present)</p> <p>Member of the board of Credit Suisse International and Credit Suisse Securities (Europe) Limited (UK subsidiaries) (2018 – present)</p> <p>2013 – 2016: Erste Group Bank, Vienna</p> <p>Chief Risk Officer and member of the Management Board</p> <p>2012 – 2013: McKinsey and Company, Zurich</p> <p>Senior Advisor Risk Practice</p> <p>2005 – 2012: Deutsche Bank, London, Frankfurt and Zurich</p> <p>Member of the Risk Executive Committee & Divisional Board (2005 – 2012)</p> <p>Global Head Operational Risk (2006 – 2010)</p> <p>2003 – 2005: LGT Capital Management, Switzerland</p> <p>Head of Quant Research</p> <p>2000 – 2003: Euroquants, Germany, Consultant</p> <p>1997 – 2000: Deutsche Bank, Frankfurt, Head of Quantitative Analysis</p> <p>Education</p> <p>1997 Doctorate in Economics, University of California, San Diego, United States</p> <p>1991 Postgraduate Studies in Physics, Mathematics and Economics, Harvard University, Cambridge, United States</p> <p>1990 Degrees in Mathematics and Economics, University of Freiburg, Germany</p> <p>Other activities and functions</p> <p>Mr. Gottschling does not hold any directorships outside of the Group</p>

Name	Business address	Position held
Alexander Gut	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professional history</p> <p>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 (2005 – 2007) 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</p> <p>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</p> <p>Adecco Group Ltd., board member and chairman of the governance and nomination committee SIHAG Swiss Industrial Holding Ltd., board member</p>

Name	Business address	Position held
Michael Klein	M Klein & Company 640 5th Avenue 12th Floor New York, NY 10019 United States	<p>Professional history</p> 2018 – present: Credit Suisse Member of the Board (2018 – present) Member of the Compensation Committee (2018 – present) Member of the Risk Committee (2018 – present) 2010 – present: M Klein & Company Managing Partner 1985 – 2008: Citigroup Vice Chairman Chairman Institutional Clients Group Chairman & Co-CEO Markets & Banking Co-President Markets & Banking CEO, Global Banking CEO Markets and Banking EMEA Various senior management positions
		<p>Education</p> 1985 Bachelors of Science in Economics (Finance and Accounting), The Wharton School, University of Pennsylvania, United States
		<p>Other activities and functions</p> 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

Name	Business address	Position held
Shan Li	Silk Road Finance Corporation 53/F, Bank of China Tower 1 Garden Road, Central Hong Kong	<p>Professional history</p> <p>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 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</p> <p>1994 PhD in Economics, Massachusetts Institute of Technology (MIT), United States 1988 MA in Economics, University of California, Davis, United States 1986 BS in Management Information Systems, Tsinghua University, Beijing, China</p> <p>Other activities and functions</p> <p>Chinastone Capital Management, Chairman</p>
Seraina Macia	AIG 175 Water Street	<p>Professional history</p> <p>2015 – present: Credit Suisse</p>

Name	Business address	Position held
	<p>New York, NY 10038 United States</p>	<p>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 & 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 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>

Name	Business address	Position held
Kai S. Nargolwala	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Education</p> <p>2001 Chartered Financial Analyst (CFA), CFA Institute, United States</p> <p>1999 MBA, Monash Mt Eliza Business School, Australia</p> <p>1997 Post-graduate certificate in Management, Deakin University, Australia</p> <p>Other activities and functions</p> <p>BanQu, chair</p> <p>CFA Institute, member</p> <p>Food Bank for New York City, board member</p> <p>Professional history</p> <p>2008 – present: Credit Suisse</p> <p>Member of the Board (2013 – present)</p> <p>Member of the Conduct and Financial Crime Control Committee (2019 – present)</p> <p>Chairman of the Compensation Committee (2017 – present)</p> <p>Member of the Governance and Nominations Committee (2017 – present)</p> <p>Member of the Innovation and Technology Committee (2015 – present)</p> <p>Member of the Compensation Committee (2014 – present)</p> <p>Member of the Risk Committee (2013 – 2017)</p> <p>Non-executive chairman of Credit Suisse’s Asia Pacific region (2010 – 2011)</p> <p>Member of the Executive Board of CSG and Credit Suisse AG (2008 – 2010)</p> <p>CEO of Credit Suisse’s Asia Pacific region (2008 – 2010)</p> <p>1998 – 2007: Standard Chartered plc</p> <p>Main board executive director</p> <p>Prior to 1998: Bank of America</p> <p>Group executive vice president and head of Asia Wholesale Banking Group in Hong Kong (1990 – 1995)</p> <p>Head of High Technology Industry group in San Francisco and New York (1984 – 1990)</p> <p>Various management and other positions in the UK (1976 – 1984)</p> <p>1970 – 1976: Peat Marwick Mitchell & Co., London</p> <p>Accountant</p> <p>Education</p>

Name	Business address	Position held
Ana Paula Pessoa	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>1974 Fellow of the Institute of Chartered Accountants (FCA), England and Wales</p> <p>1969 BA in Economics, University of Delhi, India</p> <p>Other activities and functions</p> <p>Prudential plc, board member</p> <p>Prudential Corporation Asia Limited, director and non-executive chairman</p> <p>PSA International Pte. Ltd. Singapore, board member</p> <p>Clifford Capital Pte. Ltd., director and non-executive chairman</p> <p>Duke-NUS Graduate Medical School, Singapore, chairman of the governing board</p> <p>Singapore Institute of Directors, Fellow</p> <p>Professional history</p> <p>2018 – present: Credit Suisse</p> <p>Member of the Board (2018 – present)</p> <p>Member of the Conduct and Financial Crime Control Committee (2019 – present)</p> <p>Member of the Audit Committee (2018 – present)</p> <p>Member of the Innovation and Technology Committee (2018 – present)</p> <p>2017 – present: Kunumi AI</p> <p>Partner, Investor and Chair</p> <p>2015 – 2017: Olympic & Paralympic Games 2016 CFO of Organising Committee</p> <p>2012 – 2015: Brunswick Group</p> <p>Managing partner of Brazilian Branch</p> <p>2001 – 2011: Infoglobo Newspaper Group</p> <p>CFO and Innovation Director</p> <p>1993 – 2001: Globo Organizations</p> <p>Senior management positions in several media divisions</p> <p>Education</p> <p>1991 MA, FRI (Development Economics), Stanford University, California, United States</p> <p>1988 BA, Economics and International Relations, Stanford University, California, United States</p> <p>Other activities and functions</p> <p>Aegea Saneamento SA, board member</p> <p>Vinci Group, board member</p> <p>News Corporation, board member</p> <p>Instituto Atlántico de Gobierno, advisory board member</p> <p>The Nature Conservancy, advisory board member</p>

Name	Business address	Position held
Joaquin J. Ribeiro	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Stanford Alumni Brasil Association (SUBA), board member</p> <p>Fundação Roberto Marinho, member of the audit committee</p> <p>Global Advisory Council for Stanford University, member</p> <p>Professional history</p> <p>2016 – present: Credit Suisse</p> <p>Member of the Board (2016 – present)</p> <p>Member of the Audit Committee (2016 – present)</p> <p>1997 – 2016: Deloitte LLP, United States</p> <p>Vice Chairman and Chairman of Global Financial Services Industry practice (2010 – 2016)</p> <p>Head of U.S. Financial Services Industry practice (2003 – 2010)</p> <p>Head of Global Financial Services Industry practice in Asia (1997 – 2003)</p> <p>Head of South East Asian Corporate Restructuring practice (1997 – 2000)</p> <p>2005 – 2010: World Economic Forum</p> <p>Senior advisor to Finance Governor’s Committee</p> <p>Education</p> <p>1996 Executive Business Certificate, Columbia Business School, New York, United States</p> <p>1988 MBA in Finance, New York University, New York, United States</p> <p>1980 Certified Public Accountant, New York, United States</p> <p>1978 Bachelor degree in Accounting, Pace University, New York, United States</p> <p>Other activities and functions</p> <p>Pace University, member of the board of trustees and chair of the audit committee</p>
Severin Schwan	F. Hoffmann-La Roche Ltd Grenzacherstr. 124 CH-4070 Basel Switzerland	<p>Professional history</p> <p>2014 – present: Credit Suisse</p> <p>Member of the Board (2014 – present)</p> <p>Vice-Chair and Lead Independent Director of the Board (2017 – present)</p> <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</p> <p>CEO (2008 – present)</p>

Name	Business address	Position held
John Tiner	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<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</p> <p>Managing partner, UK Business Consulting (1998 – 2001)</p> <p>Managing partner, Worldwide Financial Services practice (1997 – 2001)</p>

Name	Business address	Position held
Rainer E. Gut Honorary Chairman of CSG	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<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> <p>1980 UK Chartered Accountant, Institute of Chartered Accountants in England and Wales</p> <p>Other activities and functions</p> <p>Ardonagh Group Limited, chairman</p> <p>Salcombe Brewery Limited, chairman</p> <p>Rainer E. Gut was appointed Honorary Chairman of CSG 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.</p> <p>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.</p>

The Board consists solely of Directors who have no executive functions within the Group, of which at least the majority must be determined to be independent. As of the date of this Information Memorandum, all the members of the Board are independent.

Executive Board of CSG (the “Executive Board”)

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

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

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

Name	Business address	Position held
Tidjane Thiam	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professional history</p> <p>2015 – present: Credit Suisse Chief Executive Officer (2015 – present) Member of the Executive Board (2015 – present) 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 – 1999: 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</p> <p>1988 Master of Business Administration, INSEAD, France 1986 Advanced Mathematics and Physics, Ecole Nationale Supérieure des Mines de Paris, France 1984 Ecole Polytechnique, Paris, France</p> <p>Other activities and functions</p> <p>21st Century Fox, board member Group of Thirty (G30), member International Business Council of the World Economic Forum, member Swiss-American Chamber of Commerce, board member</p>

Name	Business address	Position held
James L. Amine	Credit Suisse Eleven Madison Avenue New York, NY 10010 United States	<p>Professional history</p> <p>1997 – present: Credit Suisse CEO Investment Banking & Capital Markets (2015 – present)</p> <p>Member of the Executive Board (2014 – 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) (2014 – present)</p> <p>Joint Head of Investment Banking, responsible for the Investment Banking Department (2014 – 2015)</p> <p>Head of Investment Banking Department (2012 – 2015)</p> <p>Member of the executive board of Credit Suisse Holdings (USA), Inc. (2010 – 2015)</p> <p>Co-Head of Investment Banking Department, responsible for the Americas and Asia Pacific (2010 – 2012)</p> <p>Co-Head of Investment Banking Department, responsible for EMEA and Asia Pacific and Head of Global Market Solutions Group (2008 – 2010)</p> <p>Head of European Global Markets Solutions Group and Co-Head of Global Leveraged Finance (2005 – 2008)</p> <p>Head of European Leveraged Finance (1999 – 2000; 2003 – 2005), Co-Head (2000 – 2003)</p> <p>Various functions within High-Yield Capital Markets of Credit Suisse First Boston (1997 – 1999)</p> <p>Prior to 1997: Cravath, Swaine & Moore Attorney</p> <p>Education</p> <p>1984 JD, Harvard Law School, United States</p> <p>1981 BA, Brown University, United States</p> <p>Other activities and functions</p> <p>Brown University, President’s Advisory Council on Economics</p> <p>New York Cares, board member</p> <p>Americas Diversity Council, member</p> <p>Leadership Committee of Lincoln Center Corporate Fund, member</p> <p>Caramoor Center for Music and the Arts, board member</p> <p>Harvard Law School, dean’s advisory board member</p> <p>Credit Suisse Americas Foundation, board member</p>
Pierre-Olivier Bouée	Credit Suisse Group AG Paradeplatz 8	<p>Professional history</p> <p>2015 – present: Credit Suisse</p>

Name	Business address	Position held
	CH-8001 Zurich Switzerland	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) 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 Other activities and functions Mr. Bouée does not hold any directorships in other organisations
Romeo Cerutti	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	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 Attorney-at-law Education

Name	Business address	Position held
Brian Chin	Credit Suisse Eleven Madison Avenue New York, NY 10010 United States	<p>1998 Post-doctorate degree in Law (Habilitation), University of Fribourg, Switzerland</p> <p>1992 Admission to the bar of the State of California, United States</p> <p>1992 Master of Law (LLM), University of California, Los Angeles, United States</p> <p>1990 Doctorate in Law, University of Fribourg, Switzerland</p> <p>1989 Admission to the bar of the Canton of Zurich, Switzerland</p> <p>1986 Master in Law (lic.iur.), University of Fribourg, Switzerland</p> <p>Other activities and functions</p> <p>Vifor Pharma Ltd., board member</p> <p>Swiss Finance Institute (SFI), chairman</p> <p>Swiss-American Chamber of Commerce, legal group member</p> <p>Ulrico Hoeppli Foundation, member of the board of trustees</p> <p>Professional history</p> <p>2003 – present: Credit Suisse</p> <p>CEO Global Markets (2016 – present)</p> <p>Member of the Executive Board (2016 – 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) (2016 – present)</p> <p>Co-Head of Credit Pillar within Global Markets (2015 – 2016)</p> <p>Global Head of Securitized Products and Co-Head of Fixed Income, Americas (2012 – 2016)</p> <p>Other senior positions within Investment Banking (2003 – 2012)</p> <p>2000 – 2003: Deloitte & Touche LLP</p> <p>Senior analyst, Securitization Transaction Team</p> <p>Prior to 2000: PricewaterhouseCoopers LLP, Capital Markets Advisory Services</p> <p>The United States Attorney’s Office, Frauds division</p> <p>Education</p> <p>2000 Bachelor of Science in Accounting, Rutgers University, United States</p> <p>Other activities and functions</p> <p>Credit Suisse Americas Foundation, board member</p> <p>Professional history</p> <p>1999 – present: Credit Suisse</p> <p>CEO Swiss Universal Bank (2015 – present)</p>
Thomas P. Gottstein	Credit Suisse Group AG Paradeplatz 8	<p>Professional history</p> <p>1999 – present: Credit Suisse</p> <p>CEO Swiss Universal Bank (2015 – present)</p>

Name	Business address	Position held
Lydie Hudson	CH-8001 Zurich Switzerland	<p>CEO Credit Suisse (Schweiz) AG (2016 – present)</p> <p>Member of the Executive Board of Credit Suisse Group AG (2015 - present)</p> <p>Member of the Executive Board of Credit Suisse AG (2015 – 2016)</p> <p>Head of Premium Clients Switzerland & Global External Asset Managers (2014 - 2015)</p> <p>Head of Investment Banking Coverage Switzerland (2010 - 2013)</p> <p>Co-Head of Equity Capital Markets EMEA (2007 – 2009)</p> <p>Head of Equity Capital Markets Switzerland, Austria and Scandinavia, London (2005 – 2007)</p> <p>Head of Equity Capital Markets Switzerland, Zurich (2002 – 2005)</p> <p>Investment Banking Department Switzerland (1999 – 2002)</p> <p>Prior to 1999: UBS</p> <p>Telecoms Investment Banking and Equity Capital Markets</p> <p>Education</p> <p>1996 Doctoral degree in Finance and Accounting, University of Zurich, Switzerland</p> <p>1989 Degree in Business Administration and Economics, University of Zurich, Switzerland</p> <p>Other activities and functions</p> <p>Credit Suisse Foundation, member of the foundation board</p> <p>Pension Fund of Credit Suisse Group (Switzerland), member of the foundation board and investment committee</p> <p>Private Banking Steering Committee of the Swiss Banking Association, member</p> <p>FINMA Private Banking Panel, member</p> <p>Swiss Entrepreneurs Foundation, member of the foundation board</p> <p>Opernhaus Zurich, board member</p> <p>Professional history</p> <p>2008 – present: Credit Suisse</p> <p>Chief Compliance Officer (2019 – present)</p> <p>Member of the Executive Board (2019 – present)</p> <p>Chief Operating Officer, Global Markets (2015 – 2019)</p> <p>Chief Operating Officer, Global Equities (2014 – 2015)</p> <p>Various management and strategy roles in Equities, Fixed Income and Asset Management (2008 – 2014)</p>

Name	Business address	Position held
Iqbal Khan	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>2006 – 2008: The Boston Consulting Group Consultant</p> <p>2001 – 2004: Lehman Brothers Associate, analyst, Global Real Estate Group</p> <p>Education</p> <p>2006 Master in Business Administration (MBA), Harvard Business School, United States</p> <p>2001 Bachelor of Arts, International Politics and Economics, Middlebury College, United States</p> <p>Other activities and functions</p> <p>Good Shepherd Services, board member World Economic Forum, Young Global Leader</p> <p>Professional history</p> <p>2013 – present: Credit Suisse CEO International Wealth Management (2015 – present)</p> <p>Member of the Executive Board (2015 – present) CFO Private Banking & Wealth Management (2013 – 2015)</p> <p>2001 – 2013: Ernst & Young, Switzerland Managing Partner Assurance and Advisory Services – Financial Services (2011 – 2013)</p> <p>Member of Swiss Management Committee (2011 – 2013)</p> <p>Industry Lead Partner Banking and Capital Markets, Switzerland and EMEA Private Banking (2009 – 2011)</p> <p>Various positions (2001 – 2009)</p> <p>Education</p> <p>2012 Advanced Master of International Business Law (LLM), University of Zurich, Switzerland</p> <p>2004 Certified Financial Analyst</p> <p>2002 Swiss Certified Public Accountant</p> <p>1999 Swiss Certified Trustee</p>
David R. Mathers	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Credit Suisse Foundation, board member</p> <p>Professional history</p> <p>1998 – present: Credit Suisse Chief Financial Officer (2010– present)</p> <p>Member of the Executive Board (2010 – present) CEO of Credit Suisse International and Credit Suisse Securities (Europe) Limited (UK subsidiaries) (2016 – present)</p> <p>Head of Strategic Resolution Unit (2015 – 2018)</p>

Name	Business address	Position held
Antoinette Poschung	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Head of IT and Operations (2012 – 2015)</p> <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>Academic awards and grants at Robinson College, Cambridge, sponsor</p> <p>Professional history</p> <p>2008 – 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>2007 – 2008: AXA-Winterthur</p> <p>Member of the executive board and head of human resources</p> <p>2003 – 2007: Winterthur Swiss Insurance Group</p> <p>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>

Name	Business address	Position held
Helman Sitohang	Credit Suisse One Raffles Link South Lobby, # 03/#04-01 Singapore 039393 Singapore	<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 CEO Asia Pacific (2015 – present) Member of the Executive Board (2015 – present) Regional CEO of APAC (2014 – 2015) Head of the Investment Banking Asia Pacific (2012 – 2015) Co-Head of the Emerging Markets Council (2012 – 2015) CEO of South East Asia (2010 – 2015) Co-Head of the Investment 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</p> <p>1989 Bachelor of Science in Engineering, Bandung Institute of Technology, Indonesia</p> <p>Other activities and functions</p> <p>Credit Suisse Foundation, board member Room to Read Singapore Ltd., advisory board member</p>
Lara J. Warner	Credit Suisse Group AG Paradeplatz 8 CH-8001 Zurich Switzerland	<p>Professional history</p> <p>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</p>

Name	Business address	Position held
		Director of Investor Relations (1997 – 1999) Chief Financial Officer, Competitive Local Exchange Business (1995 – 1997) Various finance and operating roles (1988 – 1995)
		Education 1988 Bachelor of Science, Pennsylvania State University, United States
		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

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

Audit Committee of CSG

The Audit Committee of CSG (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

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

For further information, refer to “*IV–Corporate Governance*” and “*V–Compensation*” in the Annual Report 2018.

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

CSG was incorporated under Swiss law as a corporation (*Aktiengesellschaft*) with unlimited duration under the name “CS Holding” on 3 March 1982 in Zurich, Switzerland, and was registered with the Commercial Register of the Canton of Zurich under the number CH-020.3.906.075-9 and is now registered under the number CHE-105.884.494. As of 6 May 2008, CSG changed its name to “Credit Suisse Group AG”. Its registered and principal executive office is located at Paradeplatz 8, CH-8001, Zurich, Switzerland; its telephone number is +41 44 212 1616.

Business Purpose

Article 2 of CSG’s Articles of Association dated 26 April 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 CSG for the years ended 31 December:

Dividend per ordinary share	USD ⁽¹⁾	CHF
2018 ⁽²⁾	0.2571	0.2625
2017 ⁽²⁾	0.2490	0.25
2016 ⁽³⁾	0.7161	0.70
2015 ⁽³⁾	0.7194	0.70
2014 ⁽³⁾	0.7464	0.70

Notes:

- (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 CSG shares 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

CSG's statutory auditor is the independent registered public accounting firm KPMG AG (“KPMG”), Räfelstrasse 28, CH-8045 Zurich, Switzerland. The audited consolidated balance sheets of CSG as of 31 December 2018 and 31 December 2017, and the related audited consolidated statements of operations, comprehensive income, changes in equity and cash flows for each of the years in the three-year period ended 31 December 2018 and 31 December 2017 were audited by KPMG in accordance with the standards of the Public Company Accounting Oversight Board (United States). The standalone financial statements of CSG for the year ended 31 December 2018 and 31 December 2017 were audited by KPMG in accordance with Swiss law and Swiss Auditing Standards. The auditor of CSG is independent of CSG. KPMG is registered with the Swiss Expert Association for Audit, Tax and Fiduciary. KPMG 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 as CSG's new statutory auditor at CSG's annual general meeting in April 2020. The appointment is proposed to be effective for the fiscal year ending 31 December 2020 and is subject to shareholder approval.

In addition, CSG has mandated BDO AG, Fabrikstrasse 50, 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 which provide audit services in Switzerland.

For further information, refer to “*IV—Corporate Governance—Additional Information—External Audit*” in the Annual Report 2018.

Share Capital

As of 31 December 2018, CSG 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 31 December 2018, CSG had additional authorised share capital in the amount of CHF 6,604,729.20, authorising the Board of Directors of CSG to issue at any time until 28 April 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 registered shares are reserved exclusively for issuance to shareholders in connection with a stock dividend or a scrip dividend. As of 31 December 2018, CSG had total conditional share capital in the amount of CHF 16,000,000, for the issuance of a maximum of

400,000,000 registered shares¹ with a par value of CHF 0.04 each, reserved for the purpose of increasing share capital through the conversion of bonds or other financial market instruments of CSG, or any other member of the Group, that allow for contingent compulsory conversion into CSG's shares and that are issued in order to fulfil or maintain compliance with regulatory requirements of CSG and/or any of other member of the Group (contingent convertible bonds). Of this CHF 16,000,000 in conditional share capital available pursuant to Article 26 of CSG's Articles of Association, up to CHF 4,000,000 was also available for share capital increases executed through the voluntary or compulsory exercise of conversion rights and/or warrants granted in connection with bonds or other financial market instruments of CSG or any other member of the Group (equity-related financial market instruments). As of 31 December 2018, CSG had conversion capital in the amount of CHF 6,000,000 through the issue of a maximum of 150,000,000² registered shares, 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 contingent convertible bonds of CSG or any other member of the Group, or other financial market instruments of CSG or any other member of the Group, that provide for a contingent or unconditional compulsory conversion into shares of CSG.

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

As of 15 May 2019, CSG 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 15 May 2019, CSG had additional authorised share capital in the amount of CHF 4,120,000, authorising the Board of Directors of CSG to issue at any time until 26 April 2021 up to 103,000,000 registered shares, to be fully paid up, with a par value of CHF 0.04 each. As of 15 May 2019, CSG had total conditional share capital in the amount of CHF 16,000,000, for the issuance of a maximum of 400,000,000 registered shares³ with a par value of CHF 0.04 each, reserved for the purpose of increasing share capital through the conversion of bonds or other financial market instruments of CSG, or any other member of the Group, that allow for contingent compulsory conversion into CSG's shares and that are issued in order to fulfil or maintain compliance with regulatory requirements of CSG and/or any of other member of the Group (contingent convertible bonds). Of this CHF 16,000,000 in conditional share capital available pursuant to Article 26 of CSG's Articles of Association, up to CHF 4,000,000 was also available for share capital increases executed through the voluntary or compulsory exercise of conversion rights and/or warrants granted in connection with bonds or other financial market instruments of CSG or any other member of the Group (equity-related financial market instruments). As of 15 May 2019, CSG had conversion capital in the amount of CHF 6,000,000 through the issue of a maximum of 150,000,000⁴ registered shares, 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 contingent convertible bonds of CSG or any other member of the Group, or other financial market instruments of CSG or any other member of the Group, that provide for a contingent or unconditional compulsory conversion into shares of CSG.

As of 15 May 2019, CSG, together with its subsidiaries, held 43,865,368 of its own shares (representing 1.72 per cent. of its issued shares as of 15 May 2019).

Shares issued 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 CSG's Articles of Association and new registration of the total share capital in the Commercial Register of the Canton of Zurich.

¹ 72,242,777 shares reserved for high-trigger capital instruments.

² 38,950,700 shares reserved for high-trigger capital instruments.

³ 72,242,777 shares reserved for high-trigger capital instruments.

⁴ 38,950,700 shares reserved for high-trigger capital instruments.

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 23 May 2019 was CHF 11.63 and the last reported sale price of the Issuer's ADS on 23 May 2019 was USD 11.54.

Legal Proceedings

The Group is involved in a number of judicial, regulatory and arbitration proceedings concerning matters arising in connection with the conduct of its 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 31 March 2019, see "Note 33—Litigation" in "III—Condensed consolidated financial statements—unaudited" in the Financial Report 1Q19, which is incorporated by reference into this Information Memorandum.

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

CSG is a publicly held corporation and its registered shares have been listed and traded on the SIX Swiss Exchange and as ADS in New York. Since 4 May 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 registered shares of CSG is again on the SIX Swiss Exchange. Prior to 4 May 2009, the registered shares of CSG had traded on SWX Europe Ltd. (formerly known as virt-x) since 25 June 2001. CSG's ADS are traded on the NYSE.

CSG owns 100 per cent. of CS. For further information on CSG'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 CSG'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.

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

For further information about CSG, refer to the Annual Report 2018 and the Financial Report 1Q19, which are incorporated by reference in this Information Memorandum.

CSG's Articles of Association were last revised on 26 April 2019 and are incorporated by reference into the 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 CSG's assets and liabilities, financial position or profits and losses since 31 March 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 and the Financial Report 1Q19, which are incorporated by reference herein as described in “*Documents incorporated by reference*”.

TAXATION

Switzerland

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 13 October 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.

In 2015 the Swiss Federal Finance Department, mandated by the Swiss Federal Council, appointed a group of experts to prepare a proposal for a reform of the Swiss withholding tax system. The proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments with an automatic exchange of information regime or a paying agent-based regime for Swiss withholding tax. Further, on 23 October 2017, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council filed a parliamentary initiative reintroducing the request to replace the current regime applicable to interest payments with a paying agent-based system for Swiss withholding tax. The initiative requests, among other things, a paying agent-based system that (i) subjects all interest payments made by paying agents in Switzerland to individuals resident in Switzerland to Swiss withholding tax and (ii) provides an exemption from Swiss withholding tax for interest payments to all other persons (including Swiss corporations). On 21 August 2018, the Economic Affairs and Taxation Committee of the Swiss Council of States consented to the parliamentary initiative, and, on 13 November 2018, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council resolved to appoint a sub-commission to prepare a preliminary draft for fulfilment of the parliamentary initiative. 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 per cent. 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 and not from a one-time interest payment such as an original issue discount or a repayment premium (*Obligationen ohne überwiegende Einmalverzinsung*; non-IUP).

Each Interest Amount of any Note will be split into two components for tax purposes, i.e. into 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 SFTA 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*”.

(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, interest 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. 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 signed 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 of 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 FATCA

Switzerland has concluded an intergovernmental agreement with the United States to facilitate the implementation of FATCA. The agreement ensures that the 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. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the United States and Switzerland. For further information on FATCA, see below under “—U.S. Foreign Account Tax Compliance Act”.

Singapore

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority (“IRAS”) of Singapore and the MAS in force as at the date of this Information Memorandum, and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Information Memorandum are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements below do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Prospective holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership or disposal of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Managers or any other persons involved in the issuance of the Notes accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.

Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17 per cent. The applicable rate for non-resident individuals is currently 22 per cent. However, if the payment is derived by a person not resident in Singapore from sources other than from its trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession in Singapore.

Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or are required to apply Singapore Financial Reporting Standards 39 (“FRS 39”) or 109 (“FRS 109”) may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39 or FRS 109 (as modified by the applicable provisions of Singapore income tax law). Please see the section below on “Adoption of FRS 39 and FRS 109 Treatment for Singapore Income Tax Purposes”.

Adoption of FRS 39 and FRS 109 Treatment for Singapore Income Tax Purposes

Section 34A of the Income Tax Act provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “opt-out” provisions) to taxpayers who are required to comply

with FRS 39 for financial reporting purposes. The IRAS has also issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement”.

FRS 109 is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the Income Tax Act requires taxpayers who comply or who are required to comply with FRS 109 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109, subject to certain exceptions. The IRAS has also issued a circular entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments”.

Holders of the Notes who may be subject to the tax treatment under the Sections 34A or 34AA of the Income Tax Act should consult their own tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

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 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 the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. 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 Securities (Europe) Limited, DBS Bank Ltd., Oversea-Chinese Banking Corporation Limited, Standard Chartered Bank, United Overseas Bank Limited, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, [●], [●] and [●] (collectively, the “Managers”) have, pursuant to a subscription agreement dated as of the date of this Information Memorandum (the “Subscription 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 Subscription 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.

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 Subscription 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 Securities (Europe) Limited, 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 Securities (Europe) Limited) 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 Securities (Europe) Limited) 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.

United Kingdom

Each Manager has represented 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.

EEA – Prohibition of sales to EEA retail investors

Each Manager has represented and agreed 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, 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; and
- (ii) a customer within the meaning of the Insurance Mediation Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Singapore

Each Manager has acknowledged that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Manager has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;

- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Hong Kong

Each Manager has represented and agreed that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”) and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “Financial Instruments and Exchange Act”). Accordingly, each Manager has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

People’s Republic of China

Each Manager has represented and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People’s Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by applicable laws of the People’s Republic of China.

Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the “Corporations Act”)) in relation to the notes has been or will be lodged with the Australian Securities and Investments Commission (“ASIC”) or Australian Stock Exchange Limited and:

- (a) an invitation or offer of the Notes for issue, sale or purchase in Australia (including an offer or invitation which is received by a person in Australia) may not be made; and
- (b) any draft or final form offering memorandum, advertisement or any other offering material relating to any Notes may not be distributed or published in Australia, unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in other currencies but disregarding moneys lent by the offeror or its associates (as defined in the Corporations Act)) or the offer or invitation otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) such action complies with all applicable laws and regulations;
- (iii) the offer or invitation does not constitute an offer to a "retail client" within the meaning of section 761G of the Corporations Act; and
- (iv) such action does not require any document to be lodged with, or registered by, ASIC.

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 [●] 2019.

2 Approval, Listing and Admission to Trading

In accordance with Article 43 of the listing rules of the SIX Swiss Exchange, the Issuer has appointed Credit Suisse AG as its representative to lodge the listing application for the Notes with the SIX Exchange Regulation AG.

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 Issuer's Articles of Association (with an English translation thereof);
- (b) the Annual Report 2017;
- (c) the Annual Report 2018;
- (d) the Financial Report 1Q19;
- (e) the other documents incorporated by reference herein as described under "*Documents Incorporated by Reference*"; and
- (f) 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 CH[●], [●] and [●]. 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 Securities (Europe) Limited, 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.

ISSUER

Credit Suisse Group AG
Paradeplatz 8
CH-8001 Zurich
Switzerland

SOLE STRUCTURING AGENT AND GLOBAL COORDINATOR

Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ
United Kingdom

JOINT BOOKRUNNERS

Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ
United Kingdom

DBS Bank Ltd.
12 Marina Boulevard
Level 42
Marina Bay Financial Centre Tower 3
Singapore 018982

Oversea-Chinese Banking Corporation Limited
63 Chulia Street
#03-05 OCBC Centre East
Singapore 049514

Standard Chartered Bank
One Basinghall Avenue
London EC2V 5DD
United Kingdom

United Overseas Bank Limited
80 Raffles Place
#03-01 UOB Plaza 1
Singapore 048624

JOINT LEAD MANAGER

The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch
21 Collyer Quay
Singapore

CO-MANAGERS

[•]

[•]

[•]

PRINCIPAL PAYING AGENT

Credit Suisse AG
Paradeplatz 8
CH-8001 Zurich
Switzerland

LISTING AGENT

Credit Suisse AG
Paradeplatz 8
CH-8001 Zurich
Switzerland

LEGAL ADVISERS

To the Issuer as to Swiss law

Homburger AG
Hardstrasse 201
Prime Tower
CH-8005 Zurich
Switzerland

To the Managers as to English law

Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom

AUDITOR

KPMG AG
Räffelstrasse 28
CH-8045 Zurich
Switzerland