



## CREDIT SUISSE AG

*(incorporated with limited liability in Switzerland)*

### “PARTICIPATION-NOTES”

### Programme for the issue of Underlying-linked Securities

#### This Prospectus

This document is a base prospectus (the “**Base Prospectus**”) for the issuance of securities (the “**Securities**”) under the Programme for the issue of Underlying-linked Securities (the “**Programme**”) by Credit Suisse AG (“**CS**”), acting through its Nassau Branch or its Singapore Branch (the “**Issuer**”). CS is a wholly owned subsidiary of Credit Suisse Group AG (“**CSG**”), a global financial services company.

This Base Prospectus has been prepared on the basis that any offer of Securities in any Member State of the European Economic Area (the “**EEA**”) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) from the requirement to publish a prospectus for offers of Securities and that any offer of Securities in the United Kingdom will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018 (“**EUWA**”) (the “**UK Prospectus Regulation**”) from the requirement to publish a prospectus for offers of Securities. Accordingly any person making or intending to make an offer in that Relevant Member State or the United Kingdom of Securities which are the subject of an offering contemplated in this Base Prospectus may only do so in circumstances in which no obligation to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or the UK Prospectus Regulation or supplement a prospectus pursuant to the Prospectus Regulation or the UK Prospectus Regulation, in each case, in relation to such offer arises. This Base Prospectus has also been prepared for the purpose of giving necessary information relating to the Issuer which is material to enable investors (the “**Investors**”) to make an informed assessment of the assets and liabilities, financial position, profits, losses and prospects of the Issuer, the rights attaching to securities issued under this Base Prospectus and the reasons for the issuance of securities issued under this Base Prospectus and its impact on the Issuer.

This Base Prospectus is valid for admissions to trading on a regulated market in the EEA by or with the consent of the Issuer for 12 months from its date and will expire on 16 August 2022. For a period of 10 years following the date of this Base Prospectus, this Base Prospectus will be available for inspection at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-21-July-2021.pdf>. This Base Prospectus may be supplemented from time to time by the publication of a “**Supplement**” to reflect any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus. It should be read together with (i) any Supplements to it, (ii) any other documents incorporated by reference into it and (iii) in relation to any particular Securities, the Final Terms (as defined below) relating to those Securities. This Base Prospectus replaces the Base Prospectus dated 21st July 2020. This Base Prospectus does not affect any existing securities issued by the Issuer, or any future securities issued by the Issuer under a different prospectus. The obligation to supplement this Base Prospectus in accordance with Article 23 of the Prospectus Regulation in the event of significant new factors, material mistakes or material inaccuracies does not apply when this Base Prospectus is no longer valid for admissions to trading on a regulated market in the EEA.

This Base Prospectus has been approved as a base prospectus by the Luxembourg *Commission de Surveillance du Secteur Financier* (the “**CSSF**”), as competent authority under the Prospectus Regulation. The CSSF only approves

this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Securities. Investors should make their own assessment as to the suitability of investing in the Securities. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer.

In respect of any series of Securities, this Base Prospectus will be completed by a final terms document containing economic and other terms specific to that series ("**Final Terms**").

## Securities

This Base Prospectus relates to securities (the "**Securities**") which:

- may have any maturity;
- may bear interest at either a fixed rate or a floating rate;
- may pay premium on top of the interest payable;
- may redeem at maturity or, following the occurrence of certain events or the exercise of an early redemption option by either the Issuer or the securityholder (the "**Securityholder**") (if such an option is provided for in the Final Terms), beforehand;
- will redeem at an amount determined by a formula referencing the performance of one or more equity shares or equity indices (the "**Reference Underlyings**"); or, if provided for in the Final Terms, by the delivery by Issuer to Securityholder of a certain number of certain other specified securities in lieu of such amount; or, if provided for in the relevant Final Terms, at a fixed amount; and
- may pay distribution amounts linked to certain distributions made by the issuers of Reference Underlyings that are equity shares.

## Terms and Conditions

This Prospectus contains, among other things, the legal terms and conditions relating to the Securities, which include the following:

- (a) general terms that apply to all Securities (referred to as the "General Terms and Conditions of the Securities", on pages 70 to 135); and
- (b) if the Reference Underlying(s) relating to the Securities is/are equity shares (such Securities, "**Equity Linked Securities**"), terms specific to Equity Linked Securities (referred to as "Schedule 1: Provisions Relating to Equity Linked Securities", on pages 136 to 150); or
- (c) if the Reference Underlying relating to the Securities is an equity index (such Securities, "**Index Linked Securities**"), terms specific to Index Linked Securities (referred to as "Schedule 2: Provisions Relating to Index Linked Securities", on pages 151 to 158).

All the sections of the terms and conditions contained in this Prospectus taken together are referred to as the "**Conditions**".

Specific details of a series of Securities, such as amounts, dates, rates and the application (or disapplication) of certain base conditions will be set out in the applicable Final Terms for those Securities.

## Risks

Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in this Base Prospectus, on pages 2 to 40. This Base Prospectus describes all of the principal and material risks of an investment in the Securities that have been identified by the Issuer.

## IMPORTANT NOTICES

The Issuer may issue Securities through its Nassau Branch or its Singapore Branch on the terms set out in this Base Prospectus and in the relevant Final Terms. Investors should be aware that certain tax and regulatory consequences may follow from issuing Securities through either the Nassau Branch or the Singapore Branch, including whether payments on the Securities are subject to withholding tax: see the section headed “*Taxation*” below. The Nassau Branch is subject to certain Bahamas regulatory requirements and rules, and the Singapore Branch is subject to certain Singapore regulatory requirements and rules, the breach of which, in each case, may result in regulatory sanction and, possibly, investor claims. Investors should be aware that a branch is not a subsidiary and does not comprise a separate legal entity and that, in respect of any Securities issued by CS, obligations under such Securities are those of CS only, and investors’ claims under such Securities are against CS only, notwithstanding the branch through which it will have issued such Securities.

Credit Suisse AG, Singapore Branch is licensed as a wholesale bank under the Banking Act, Chapter 19 of Singapore and is subject to restrictions on the acceptance of deposits in Singapore dollars. The Securities do not constitute or evidence a debt repayable by Credit Suisse AG, Singapore Branch on demand to the Securityholders and the value of the Securities, if sold on the secondary market, is subject to market conditions prevailing at the time of the sale. Please refer to the section headed “General Terms and Conditions of the Securities” together with the relevant Final Terms for the terms and conditions under which the Securityholders may recover amounts payable or deliverable to them on the Securities from the Issuer.

### **Approval and passporting for the purposes of the Prospectus Regulation**

Application has been made to the CSSF in its capacity as the Luxembourg competent authority under the Prospectus Regulation. This Base Prospectus constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation for the purpose of giving information with regard to Securities to be issued by CS. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Securities. Investors should make their own assessment as to the suitability of investing in the Securities.

The Issuer has requested the CSSF to provide the competent authority, for the purposes of the Prospectus Regulation in Ireland, with a certificate of approval in accordance with Article 25 of the Prospectus Regulation attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation.

The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus and the quality or solvency of the Issuer. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with Article 6(4) of the Luxembourg Law on Prospectuses for Securities dated 16th July 2019.

### **Listing and admission to trading**

Securities issued by the Issuer may be (a) listed and admitted to trading on a regulated market(s) for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, “**MiFID II**”), (b) listed on a market not regulated for such purpose, or (c) not listed on any market, in each case, as shall be specified in the relevant Final Terms.

Application has also been made to the Luxembourg Stock Exchange for Securities issued under the Programme to be admitted to trading on the Professional Segment of the Luxembourg Stock Exchange’s regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange’s regulated market is a regulated market for the purposes of MiFID II. There is no assurance that the application to the Luxembourg Stock Exchange for the listing of the Securities will be approved. Admission to the Official List of the Luxembourg Stock Exchange is not to be taken as an indication of the merits of the Issuer or of the merits of investing in any Securities.

If any Securities are (a) listed or admitted to trading on a regulated market for the purposes of MiFID II or (b) listed on a market not regulated for such purpose, the Issuer will not be obliged to maintain the listing of the Securities if the Issuer determines, in its sole discretion, that the circumstances, such as a change in listing requirements, render it impracticable to do so.

Securities may be issued under the Programme which are not listed or admitted to trading, as the case may be, on the Luxembourg Stock Exchange or any other stock exchange or market or Securities may be issued which are listed or admitted to trading, as the case may be, on such other stock exchange or markets (such as The Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”)) as the Issuer may decide.

## IMPORTANT – EUROPEAN ECONOMIC AREA (“EEA”) RETAIL INVESTORS

The Securities 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, a **“retail investor”** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU on Markets in Financial Instruments (as amended) (the **“MiFID II”**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended) (the **“Insurance Distribution Directive”**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **“PRIIPs Regulation”**) for offering or selling such Securities or otherwise making them available to any retail investors in the EEA will have been or will be prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

## IMPORTANT – UNITED KINGDOM (“UK”) RETAIL INVESTORS

The Securities 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 UK. For these purposes, a **“retail investor”** means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of “retained EU law”, as defined in the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **“FSMA”**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of “retained EU law”, as defined in the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation (as defined below). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the PRIIPs Regulation as it forms part of “retained EU law”, as defined in the EUWA (the **“UK PRIIPs Regulation”**)) for offering or selling such Securities or otherwise making them available to any retail investors in the UK will have been or will be prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

### MiFID II product governance / target market

The Final Terms in respect of any Securities may include a legend entitled “MiFID II product governance” which will outline the target market assessment in respect of such Securities and which channels for distribution of such Securities are appropriate. Any person subsequently offering, selling, or recommending such Securities (a **“distributor”**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Securities (either by adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegate Directive 2017/593 (the **“MiFID II Product Governance Rules”**), any Dealer subscribing for any such Securities is a manufacturer in respect of such Securities, but otherwise neither (i) Credit Suisse AG Nassau Branch, Credit Suisse AG Singapore Branch, Credit Suisse (Hong Kong) Limited, Credit Suisse Securities (Europe) Limited, Credit Suisse International or Credit Suisse Securities (USA) LLC in their capacities as dealers and any other dealers appointed by the Issuer from time to time (the **“Dealers”**) nor (ii) any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

In connection with Article 8(2) of Commission Delegated Regulation No 2019/980 supplementing the Prospectus Regulation, this Base Prospectus has been prepared on the basis that any Securities with a minimum denomination of less than €100,000 (or equivalent in another currency) will (i) only be admitted to trading on an EEA regulated market (as defined in MiFID II), or a specific segment of an EEA regulated market, to which only qualified investors (as defined in the Prospectus Regulation) can have access (in which case such Securities shall not be offered or sold to non-qualified investors) or (ii) only be offered to the public in an EEA Member State pursuant to an exemption under Article 1(4) of the Prospectus Regulation. Furthermore, this Base Prospectus has been prepared on the basis that any Securities with a minimum denomination of less than €100,000 (or equivalent in another currency) will with respect to the UK only be offered to the public pursuant to an exemption under section 86 of the FSMA.

### Product Classification pursuant to Section 309B of the Securities and Futures Act (Chapter 289) of Singapore

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (as amended or modified from time to time, the **“SFA”**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **“CMP Regulations 2018”**), unless otherwise stated before an offer of Securities, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are capital markets products other than ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Specified

Investment Products (as defined in the Monetary Authority of Singapore (the “MAS”) Notice SFA 04-N12: Notice on the Sale of Investment Products and in the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Unless otherwise exempted under the CMP Regulations 2018, prior to the offer of any Securities, the Issuer will provide written notice in accordance with Section 309B(1)(c) of the SFA to the Dealers if (a) there is a change in the classification of the Securities as capital markets products other than prescribed capital markets products and Specified Investment Products or (b) there are any other dealers who are not Dealer(s) at launch of the offering

### **Fair treatment of investors**

In making discretionary determinations under the Conditions of the Securities, the Issuer may take into account the impact of a determination on the relevant hedging arrangements. Such determinations could have a material adverse effect on the value of the Securities and could result in their early redemption.

In order to ensure that its ongoing exposure to the potential payment obligations under the Securities is appropriately managed, the Issuer (directly or through an affiliate) may (but is not obliged to) enter into hedging arrangements to cover off some or all of its exposure. The ability to enter into hedging arrangements is typically a fundamental risk management pre-requisite in enabling the Issuer to create the Securities and impacts the price at which the Issuer is able to offer the Securities.

Accordingly, in the exercise of its various discretionary determinations under the Terms and Conditions of the Securities, the Issuer may take into account the impact on its hedging arrangements for the Securities – whether to determine if an event has occurred (e.g. a “Hedging Disruption Event” or “Extraordinary Event” or other analogous event under the relevant Schedule) or what the consequences of such event should be (e.g. adjustment to the Conditions of the Securities or early redemption of the Securities).

In making any discretionary determinations under the Conditions of the Securities, the Issuer shall act at all times in good faith and (unless otherwise specified with regard to the particular determination) in a commercially reasonable manner. Further, the Issuer shall take into account the effect of such determination on the Securities and consider whether the fair treatment of Investors is achieved by such determination in accordance with its regulatory obligations. Nevertheless, for the reasons discussed above, the Issuer may take into account the impact of the particular event on the relevant hedging arrangements, and any such discretionary determination could result in the Securities losing some or all of their value and/or the early redemption of the Securities.

### **Documents incorporated by reference**

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

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*”), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

### **Responsibility statement**

The Issuer accepts responsibility for the information contained in this Base Prospectus and any Final Terms. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus and any Final Terms is in accordance with the facts and contains no omission likely to affect the import of such information.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Securities 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 Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any Investor in the Securities of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Base Prospectus when deciding whether or not to purchase any Securities.

## No other information

In connection with the issue and sale of the Securities, no person is authorised to give any information or to make any representation not contained in this Base Prospectus, and the Issuer does not accept responsibility for any information or representation so given that is not contained within this Base Prospectus.

## The distribution of this Base Prospectus is restricted

The distribution of this Base Prospectus and the offering or sale of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, such restrictions. For a description of certain restrictions on offers or sales of the Securities and the distribution of this document and other offering materials relating to the Securities, please refer to the section headed “*Selling Restrictions*”.

## Ratings

CS has an issuer credit rating of “A+” from S&P Global Ratings Europe Limited (“**S&P**”), a long-term issuer default rating of “A” from Fitch Ratings Limited (“**Fitch**”) and an issuer credit rating of “A1” from Moody’s Deutschland GmbH (“**Moody’s**”).

S&P and Moody’s are established in the EEA and are registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). Fitch is established in the UK and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of “retained EU law”, as defined in the EUWA (the “**UK CRA Regulation**”).

In general, EEA regulated investors are restricted from using a credit rating for regulatory purposes if such a credit rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation. This general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless an exception applies, including the relevant credit ratings having been endorsed by an EEA-registered credit rating agency. Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation.

The ratings issued by Fitch are endorsed by Fitch Ratings Ireland Limited (“**Fitch Ireland**”). Fitch Ireland is established in the EEA and is registered under the CRA Regulation. As such, each of S&P, Moody’s and Fitch Ireland is included in the list of credit rating agencies published on the website of the European Securities and Markets Authority (“**ESMA**”) on its website (at [www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)) in accordance with the CRA Regulation.

The ratings issued by S&P are endorsed by S&P Global Ratings UK Limited (“**S&P UK**”) and the ratings issued by Moody’s are endorsed by Moody’s Investors Service Ltd. (“**Moody’s UK**”). S&P UK and Moody’s UK are established in the UK and are registered in accordance with the UK CRA Regulation. As such, the ratings issued by S&P and Moody’s may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation.

Securities issued under the Programme may be rated or unrated by any one or more of the rating agencies referred to above. Where a Tranche of Securities is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the issuer rating assigned by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

## Use of benchmarks

Amounts payable under the Securities may be calculated by reference to certain reference rates, which may constitute “benchmarks” under Regulation (EU) 2016/1011 (the “**EU Benchmarks Regulation**”). If any such reference rate does constitute such a benchmark, the applicable Final Terms will, in the case of Securities to be admitted to trading on the Professional Segment of the Luxembourg Stock Exchange’s regulated market and listed on the Official List of the Luxembourg Stock Exchange, indicate whether or not the relevant administrator thereof is included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the EU Benchmarks Regulation (the “**EU Benchmarks Register**”). Not every reference rate will fall within the scope of the EU Benchmarks Regulation. Furthermore, transitional provisions in the EU Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the EU Benchmarks Register at the date of the applicable Final Terms. The registration status of any administrator under the EU Benchmarks Regulation is a matter of public record and the Issuer does not intend to update any Final Terms to reflect any change in the registration status of an administrator under the EU Benchmarks Regulation. As at the date of this Base Prospectus: (a) European Money Markets Institute (the administrator of EURIBOR) and SIX Financial Information AG (the administrator of SARON) are included in the EU Benchmarks Register; and (b) ICE Benchmark Administration Limited (the administrator of LIBOR),

ABS Benchmarks Administration Co Pte Ltd (the administrator of SIBOR), ASX Limited (the administrator of BBSW), Thomson Reuters (the administrator of CDOR), The Hong Kong Treasury Markets Association (the administrator of CNH HIBOR and HIBOR), New Zealand Financial Markets Association (the administrator of BKBM), Swedish Bankers' Association (the administrator of STIBOR), Norske Finansielle Referanser AS (the administrator of NIBOR), The Bank of England (the administrator of SONIA) and the Federal Reserve Bank of New York (the administrator of SOFR) are not included in the EU Benchmarks Register and, as far as the Issuer is aware, (i) under Article 2 of the EU Benchmarks Regulation, The Bank of England (the administrator of SONIA) and the Federal Reserve Bank of New York (the administrator of SOFR), are not required to obtain authorisation or registration, and (ii) the transitional provisions in Article 51 of the EU Benchmarks Regulation apply, such that none of the other administrators that has not obtained such authorisation or registration are currently required to obtain such authorisation or registration in the European Union (the “EU”) (or, if located outside the EU, recognition, endorsement or equivalence).

### ISDA Definitions

Where any interest and/or coupon amount payable under the Securities is calculated by reference to an ISDA Rate (as defined in Condition 3(c)(ii) (*Rate of Interest for Floating Rate Securities*) below), investors should consult the Issuer if they require an explanation of such ISDA Rate.

### Alternative Investment Fund Managers Directive

The Issuer is of the opinion that the requirements of the Luxembourg Law of 12th July 2013, implementing the Alternative Investment Fund Managers Directive (Directive 2011/61/EU), do not apply to the Securities.

### Transfer and selling restrictions

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Securities may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Securities 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 Dealers which would permit a public offering of any Securities or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Securities may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Securities. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Securities in, Australia, the Dubai International Financial Centre, Egypt, the European Economic Area (“EEA”), Hong Kong Special Administrative Region (“**Hong Kong**”), Republic of India (“**India**”), Korea, Kuwait, Malaysia, Pakistan, the People’s Republic of China (excluding Hong Kong, Macau and Taiwan) (“**PRC**”), Qatar, the Qatar Financial Centre, Russia, Kingdom of Saudi Arabia (“**Saudi Arabia**”), Singapore, Switzerland, Taiwan (Republic of China) (“**Taiwan**”), the United Arab Emirates, the United Kingdom (“**UK**”), the United States of America (“**U.S.**”) and the Socialist Republic of Vietnam (“**Vietnam**”), see the section of this Base Prospectus titled “*Transfer and Selling Restrictions*”.

The Securities may be offered to any professional or institutional investors.

## DISCLAIMERS

### No Investment Advice

Prospective investors should have regard to the material risks that are specific to the Issuer and that may affect the issuer’s ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed ‘Risk Factors’. The Issuer is acting solely in the capacity of an arm’s length contractual counterparty and not as an investor’s financial adviser or fiduciary in any transaction. The purchase of Securities involves substantial risks and an investment in Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial adviser) fully evaluate the risks and merits of such an investment in the Securities and who have sufficient resources to be able to bear any losses that may result therefrom. Therefore, before making an investment decision, prospective investors in the Securities should ensure that they understand the nature of the Securities and the extent of their exposure to risks and consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in this Base Prospectus and any documents incorporated by reference herein. This Base Prospectus

cannot disclose whether the Securities are a suitable investment in relation to any investor's particular circumstances; therefore investors may wish to consult their own financial, tax, legal or other advisers as they consider appropriate and carefully review and consider such an investment decision in the light of the information set forth in this Base Prospectus.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Securities should purchase any Securities. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Securities constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Securities.

### **Reference Underlyings**

The applicable Final Terms will contain information relating to one or more Reference Underlyings to which the relevant Securities relate. Such Final Terms relate only to the Securities offered thereby and do not relate to the Reference Underlyings or the issuer, owner or sponsor, as the case may be, of such Reference Underlyings. All disclosures contained in the applicable Final Terms regarding the Reference Underlyings and the issuer, owner or sponsor, as the case may be, of such Reference Underlyings are derived from publicly available documents and other publicly available information. None of the Issuer or any of its affiliates has participated in the preparation of such documents or made any due diligence inquiry with respect to the Reference Underlyings or the issuer, owner or sponsor, as the case may be, of such Reference Underlyings. None of the Issuer or any of its affiliates makes any representation that such publicly available documents or any other publicly available information regarding the Reference Underlyings or the issuer, owner or sponsor, as the case may be, of such Reference Underlyings are accurate or complete, and are not responsible for public disclosure of information by such issuer, owner or sponsor, as the case may be, whether contained in filings with the US Securities and Exchange Commission (the "SEC") or otherwise. Furthermore, none of the Issuer or any of its affiliates can give any assurance that all events occurring prior to the date of the applicable Final Terms, including events that would affect the accuracy or completeness of the public filings of the issuer, owner or sponsor, as the case may be, of the Reference Underlyings or the market price of the Reference Underlyings, have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning the issuer, owner or sponsor, as the case may be, of the Reference Underlyings could affect the amount an investor will receive at maturity of the Securities and, therefore, the trading prices of the Securities. Any prospective purchaser of the Securities should undertake an independent investigation of the Reference Underlyings and the issuer, owner or sponsor, as the case may be, of such Reference Underlyings as, in its judgment, is appropriate to make an informed decision with respect to an investment in the Securities.

If provided for in the relevant Final Terms, certain Securities may be redeemed by the delivery by the Issuer to the Securityholder(s) of a certain number of certain other specified securities in lieu of a cash amount determined by a formula referencing the performance of one or more equity shares or equity indices. In such cases, the deliverable securities will never be shares or equity securities issued by the Issuer or any entity in its related group of companies.

The Issuer and/or any of its affiliates may presently or from time to time engage in business with the issuer, owner or sponsor, as the case may be, of the Reference Underlyings, including extending loans to, making equity investments in, or providing advisory services (including merger and acquisition advisory services) to such issuer, owner or sponsor, as the case may be. In the course of such business, the Issuer and/or any of its affiliates may acquire non-public information with respect to the Reference Underlyings or the issuer, owner or sponsor, as the case may be, of such Reference Underlyings and, in addition, the Issuer and/or one or more of its affiliates may publish research reports with respect to such Reference Underlyings and its issuer, owner or sponsor, as the case may be.

### **The Securities may not be a suitable investment for all investors**

Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:



- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Securities and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) 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 and its ability to bear the applicable risks.

Some Securities are 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 Securities which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

#### **The Issue Price may be more than the Securities' market value**

The Issue Price in respect of any Securities specified in the relevant Final Terms may be more than the market value of such Securities as at the Issue Date, and more than the price, if any, at which the Dealers or any other person is willing to purchase such Securities in secondary market transactions. In particular, the Issue Price in respect of any Securities may take into account amounts with respect to commissions relating to the issue and sale of such Securities and amounts relating to the hedging of the Issuer's obligations under such Securities.

#### **No obligation to maintain listing**

Investors should note that where the Securities are (a) listed or admitted to trading on a regulated market for the purposes of MiFID II or (b) listed on a market not regulated for such purpose, the Issuer will not be obliged to maintain the listing of the Securities if the Issuer determines, in its sole discretion, that the circumstances, such as a change in listing requirements, render it impracticable to do so.

#### **Conflicts of Interest**

Where the Issuer acts as Calculation Agent or the Calculation Agent is an Affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and investors, including, without limitation, with respect to certain determinations and judgments that the Calculation Agent may make pursuant to the Securities that may influence the amount receivable on the Securities.

The Issuer and its Affiliates are actively engaged in financial services businesses globally and may in the course of such businesses have or develop business relationships with third parties including the entities to which any Reference Underlying relates (including, without limitation, lending, depositary, risk management, advisory and banking relationships). They may also, amongst other things, be members of and/or have an ownership interest in, an exchange or other venue on which securities are traded, make markets in securities, buy or sell securities on a principal or proprietary basis and/or take direct or indirect interests in securities, including a Reference Underlying, whether by way of security interest or otherwise. In acting in these capacities the Issuer and/or its Affiliates may at the date hereof or at any time

hereafter have or acquire non-public information with respect to a Reference Underlying and/or the entities to which such Reference Underlying relates that is or may be material in the context of the Securities, which will not be provided to any Securityholders or investors. For the avoidance of doubt, there is no obligation on the Issuer, the Dealers or any of their respective Affiliates to disclose to any Securityholders or investors any such information. In addition, the interests of the Issuer and/or its Affiliates may conflict with the interests of the Securityholders and investors. The Issuer reserves the right to take such actions as it considers necessary or appropriate (including without limitation any sale, disposal or enforcement of security of or over a Reference Underlying) to protect its interests without regard to the consequences for any Securityholders or investors.

#### **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 determine whether and to what extent (a) Securities are legal investments for it, (b) Securities can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.

None of the Issuer, the Dealers nor any other Affiliate has or assumes any responsibility for the lawfulness of the acquisition of the Securities by a prospective purchaser of the Securities, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

#### **No reliance**

Each prospective purchaser of Securities may not rely on and shall not hold any responsibility on the Issuer, the Dealers or any Affiliate in connection with its determination as to any of the matters referred to above.

PROSPECTIVE PURCHASERS OF THE SECURITIES SHOULD ENSURE THAT THEY UNDERSTAND THE NATURE OF THE SECURITIES AND THE EXTENT OF THEIR EXPOSURE TO RISK AND THAT THEY CONSIDER THE SUITABILITY OF THE SECURITIES AS AN INVESTMENT IN THE LIGHT OF THEIR OWN CIRCUMSTANCES AND FINANCIAL CONDITION. PROSPECTIVE PURCHASERS SHOULD CONDUCT THEIR OWN INVESTIGATIONS AND, IN DECIDING WHETHER OR NOT TO PURCHASE SECURITIES, SHOULD FORM THEIR OWN VIEWS OF THE MERITS OF AN INVESTMENT RELATED TO ANY REFERENCE UNDERLYING BASED UPON SUCH INVESTIGATIONS AND NOT IN RELIANCE UPON ANY INFORMATION GIVEN IN THIS DOCUMENT.

PROSPECTIVE PURCHASERS OF THE SECURITIES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH THEY PURCHASE, OFFER OR SELL SUCH SECURITIES OR POSSESS OR DISTRIBUTE THIS BASE PROSPECTUS AND MUST OBTAIN OR COMPLY WITH ANY CONSENT, APPROVAL, PERMISSION OR REPORTING REQUESTS REQUIRED OF THEM FOR THE PURCHASE, OFFER OR SALE BY THEM OF SUCH SECURITIES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTIONS TO WHICH THEY ARE SUBJECT OR IN WHICH THEY MAKE SUCH PURCHASES, OFFERS OR SALES AND NEITHER THE ISSUER NOR ANY OF ITS AFFILIATES SHALL HAVE ANY RESPONSIBILITY THEREFOR.

SEE “RISK FACTORS” FOR A DISCUSSION OF CERTAIN FACTORS TO BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE SECURITIES.

#### **U.S. INFORMATION**

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. SUBJECT TO CERTAIN EXCEPTIONS, THE SECURITIES MAY NOT BE OFFERED OR SOLD 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**”)).

THE SECURITIES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S AND WITHIN THE UNITED STATES TO “QUALIFIED INSTITUTIONAL BUYERS” IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT (“**RULE 144A**”). THE SECURITIES AND INTERESTS THEREIN WILL BE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER. PROSPECTIVE PURCHASERS AND TRANSFEREES ARE HEREBY NOTIFIED THAT SELLERS OF THE SECURITIES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS, SALES AND TRANSFERS OF SECURITIES AND DISTRIBUTION OF THIS BASE PROSPECTUS SEE “TRANSFER AND SELLING RESTRICTIONS”.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY 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 SECURITIES OR THE ACCURACY OR THE ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

### AVAILABLE INFORMATION

The Issuer has agreed that, for so long as any Securities are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer will, during any period in which it is neither subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934 (the “**Exchange Act**”) nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act.

### CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Base Prospectus contains or incorporates by reference statements that constitute forward-looking statements. In addition, in the future, CS, 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 following:

- the plans, targets or goals of CS and its related group of companies (the “**Group**”);
- 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. The Issuer cautions potential investors that a number of important factors could cause results to differ materially from the plans, targets, goals, expectations, estimates and intentions expressed in such forward-looking statements and that the COVID-19 pandemic creates significantly greater uncertainty about forward-looking statements in addition to the factors that generally affect the Group’s business. These factors include:

- the ability to maintain sufficient liquidity and access capital markets;
- market volatility and interest rate fluctuations and developments affecting interest rate levels, including the persistence of a low or negative interest rate environment;
- the strength of the global economy in general and the strength of the economies of the countries in which the Group conducts its operations, in particular the risk of negative impacts of COVID-19 on the global economy and financial

markets and the risk of continued slow economic recovery or downturn in the EU, the U.S. or other developed countries or in emerging markets in 2021 and beyond;

- the emergence of widespread health emergencies, infectious diseases or pandemics, such as COVID-19, and the actions that may be taken by governmental authorities to contain the outbreak or to counter its impact;
- potential risks and uncertainties relating to the severity of the impacts from COVID-19 and the duration of the pandemic, including potential material adverse effects on the Group's business, financial condition and results of operations;
- the direct and indirect impacts of deterioration or slow recovery in residential and commercial real estate markets;
- adverse rating actions by credit rating agencies in respect of the Group, sovereign issuers, structured credit products or other credit-related exposures;
- the ability to achieve the Group's strategic goals, including those related to its targets, ambitions and financial goals;
- the ability of counterparties to meet their obligations to the Group and the adequacy of the Group's allowance for credit losses;
- the effects of, and changes in, fiscal, monetary, exchange rate, trade and tax policies;
- the effects of currency fluctuations, including the related impact on the Group's business, financial condition and results of operations due to moves in foreign exchange rates;
- political, social and environmental developments, including war, civil unrest or terrorist activity and climate change;
- the ability to appropriately address social, environmental and sustainability concerns that may arise from the Group's business activities;
- the effects of, and the uncertainty arising from, the UK's withdrawal from the EU;
- the possibility of foreign exchange controls, expropriation, nationalisation or confiscation of assets in countries in which the Group conducts its operations;
- operational factors such as systems failure, human error, or the failure to implement procedures properly;
- the risk of cyber attacks, information or security breaches or technology failures on the Group's reputation, business or operations, the risk of which is increased while large portions of the Group's employees work remotely;
- the adverse resolution of litigation, regulatory proceedings and other contingencies;
- 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;
- the effects of changes in laws, regulations or accounting or tax standards, policies or practices in countries in which the Group conducts its operations;
- the expected discontinuation of London interbank offered rate ("**LIBOR**") and other interbank offered rates ("**IBORS**") and the transition to alternative reference rates;
- the potential effects of changes in the Group's legal entity structure;
- competition or changes in the Group's competitive position in geographic and business areas in which it conducts its operations;
- the ability to retain and recruit qualified personnel;
- the ability to maintain the Group's reputation and promote the Group's brand;
- the ability to increase market share and control expenses;
- technological changes instituted by the Group, its counterparties or its competitors;

- 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;
- acquisitions, including the ability to integrate acquired businesses successfully, and divestitures, including the ability to sell non-core assets; and
- 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. These forward-looking statements speak only to the date of this Base Prospectus. CS expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in CS's or the Group's expectations with regard thereto or any change in circumstances on which any such statement is based.

When evaluating forward-looking statements, investors should carefully consider the foregoing factors and other uncertainties and events, as well as the risk factors and other information set forth in the documents incorporated into or in this Base Prospectus.

## **General**

**In this Base Prospectus references to "Swiss francs", "SFR", "Sfr", and "CHF" are to the lawful currency for the time being of Switzerland. All references to "euro" and "€" refer to the lawful single currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the EU, as amended. All references to "U.S. dollars", "USD", "U.S.\$" and "US\$" are to the lawful currency for the time being of the United States. All references to "SGD" are to the lawful currency for the time being of Singapore. References to a "Member State" are references to a Member State of the European Economic Area.**

## TABLE OF CONTENTS

|   | Page |
|---|------|
| GENERAL DESCRIPTION OF THE PROGRAMME .....  | 1    |
| RISK FACTORS .....  | 2    |
| (A)    FACTORS THAT MAY AFFECT THE ISSUER’S ABILITY TO FULFIL ITS OBLIGATIONS<br>UNDER THE SECURITIES (“Risk Category A”) .....   | 3    |
| (B)    FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET<br>RISKS ASSOCIATED WITH SECURITIES ISSUED UNDER THE PROGRAMME (“RISK<br>CATEGORY B”) .....           | 21   |
| (C)    RISKS RELATING TO REDEMPTION, ADJUSTMENT AND MODIFICATION (“RISK<br>CATEGORY C”) .....   | 25   |
| (D)    RISKS RELATING TO CERTAIN TYPES OF SECURITIES (“RISK CATEGORY D”) .....  | 27   |
| (E)    RISKS RELATING TO REFERENCE UNDERLYINGS (“RISK CATEGORY E”) .....  | 31   |
| (F)    ADDITIONAL RISKS RELATING TO PARTICULAR TYPES OF REFERENCE<br>UNDERLYINGS (“RISK CATEGORY F”) .....  | 33   |
| (G)    RISKS ASSOCIATED WITH SECURITIES IN CASE OF INSOLVENCY OF THE ISSUER<br>AND IN CONNECTION WITH RESOLUTION MEASURES IN RESPECT OF THE ISSUER<br>(“RISK CATEGORY G”) ..... | 39   |
| DOCUMENTS INCORPORATED BY REFERENCE .....   | 41   |
| FORM OF FINAL TERMS .....   | 50   |
| GENERAL TERMS AND CONDITIONS OF THE SECURITIES .....  | 70   |
| SCHEDULE 1 PROVISIONS RELATING TO EQUITY LINKED SECURITIES .....  | 136  |
| SCHEDULE 2 PROVISIONS RELATING TO INDEX LINKED SECURITIES .....   | 151  |
| OVERVIEW OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM .....  | 159  |
| CREDIT SUISSE AG .....  | 161  |
| USE OF PROCEEDS .....   | 193  |
| TRANSFER AND SELLING RESTRICTIONS .....   | 194  |
| TAXATION .....  | 218  |
| CERTAIN ERISA CONSIDERATIONS .....  | 231  |
| GENERAL INFORMATION .....   | 233  |

## **GENERAL DESCRIPTION OF THE PROGRAMME**

The programme is a Programme for the issue of Underlying-linked Securities under which CS may from time to time issue Securities linked to Reference Underlyings in accordance with, and subject to, all applicable laws and regulations and denominated in any currency, subject as set out herein. The Securities may be Equity Linked Securities (where the Reference Underlying(s) is/are equity shares) or Index Linked Securities (where the Reference Underlying(s) is/are equity indices which, for the avoidance of doubt, may not include an Index composed or provided by the Issuer, by any legal entity belonging to its Group or by a legal entity or a natural person acting in association with or on behalf of the Issuer). The applicable terms of any Securities will be agreed between CS and the relevant Dealer prior to the issue of the Securities and will be set out in the Terms and Conditions of the Securities endorsed on, attached to, or incorporated by reference into, the Securities, as completed by the applicable Final Terms attached to, or endorsed on, such Securities. The Securities may be offered to any professional or institutional investors.

## RISK FACTORS

*The Issuer believes that the risk factors specified below are material for the purpose of taking an informed investment decision associated with the Securities issued under the Programme, but these are not the only risks that the Issuer faces or that may arise under the Securities. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. There will be other risks that the Issuer does not currently consider to be material, or risks that the Issuer is currently not aware of, or risks that arise due to circumstances specific to the investor. Prospective investors should also read the detailed information set out elsewhere or incorporated by reference in this Base Prospectus and reach their own views prior to making any investment decision.*

*The purchase of Securities involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Securities. Before making an investment decision, prospective purchasers of Securities should consider carefully, in the light of their own financial circumstances and investment objectives, all the information set forth in this Base Prospectus and, in particular, the considerations set forth below.*

*Words and expressions defined in “Terms and Conditions of the Securities” below shall have the same meanings in this section “Risk Factors”.*

An investment in Securities entails certain risks, which vary depending on the specific type and structure of the relevant Security and the relevant Reference Underlying(s) which the Security is linked to. Such risks can be divided into the following categories A to G (each a “**Risk Category**”):

- A. Factors that may affect the Issuer’s ability to fulfil its obligations under the Securities (“**Risk Category A**”);
- B. Factors which are material for the purpose of assessing the market risks associated with the Securities issued under the Programme (“**Risk Category B**”);
- C. Risks relating to redemption, adjustment and modification (“**Risk Category C**”);
- D. Risks relating to certain types of Securities (“**Risk Category D**”);
- E. Risks relating to Reference Underlyings (“**Risk Category E**”);
- F. Additional risks relating to particular types of Reference Underlyings (“**Risk Category F**”); and
- G. Risks associated with Securities in case of insolvency of the Issuer and in connection with resolution measures in respect of the Issuer (“**Risk Category G**”),

which are set out in the following sections A to G.

The Risk Categories below are divided into sub-categories (each a “**Sub-category**”):

- for the Sub-categories of Risk Category A, see sections 1 to 7 in section A below;
- for the Sub-categories of Risk Category B, see sections 1 to 10 in section B below;
- for the Sub-categories of Risk Category C, see sections 1 to 8 in section C below;
- for the Sub-categories of Risk Category D, see sections 1 to 9 in section D below;
- for the Sub-categories of Risk Category E, see sections 1 to 10 in section E below;
- for the Sub-categories of Risk Category F, see sections 1 to 6 in section F below; and



- for the Sub-categories of Risk Category G, see sections 1 to 2 in section G below.

The most material risk or risks in each Risk Category or Sub-category are specified first in such category or sub-category, as the case may be. The risks set out after the most material risk or risks are not further ranked by the Issuer in accordance with their respective degree of materiality.

#### **(A) FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE SECURITIES ("Risk Category A")**

The risks set out under in the below sub-sections (1) to (7) of this Risk Category A are the most material risks that may affect the Issuer's ability to fulfil its obligations under the Securities.

Unless the context otherwise requires, the term "**Group**" as used in this Base Prospectus means Credit Suisse Group AG ("**CSG**") and its consolidated subsidiaries. CS is the direct Swiss bank subsidiary of CSG and the business of CS is substantially similar to the Group. The terms CS and the Group are used to refer to both when the subject is the same or substantially similar.

CS is exposed to a variety of risks that could adversely affect its results of operations and financial condition, including, among others, those described below. All references to CS in the following risk factors are also related to the consolidated businesses carried on by CSG and its subsidiaries, including CS, and therefore should also be read as references to CSG.

##### **1. Liquidity risk**

Liquidity, or ready access to funds, is essential to CS's business, particularly CS's investment banking businesses. CS seeks to maintain available liquidity to meet its obligations in a stressed liquidity environment. For information on CS's liquidity management, refer to "*Liquidity and funding management*" in "*III – Treasury, Risk, Balance sheet and Off-balance sheet*" in the Annual Report 2020 and in "*II – Treasury, risk, balance sheet and off-balance sheet*" in the Financial Report 1Q21.

##### ***1.1 CS's liquidity could be impaired if it were unable to access the capital markets, sell its assets or if its liquidity costs increase***

CS'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 CS, certain of its counterparties or the banking sector as a whole, including CS'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 CS's liquidity. In challenging credit markets CS'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 CS expects to incur ongoing costs as a result of regulatory requirements for increased liquidity.

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

##### ***1.2 CS's businesses rely significantly on its deposit base for funding***

CS'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, CS'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.

### ***1.3 Changes in the Issuer's ratings may adversely affect its business***

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

## **2 Market and credit risks**

### ***2.1 The ongoing global COVID-19 pandemic has adversely affected, and may continue to adversely affect, CS's business, operations and financial performance***

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

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

The extent of the adverse impact of the pandemic on the global economy and markets will depend, in part, on the duration and severity of the measures taken to limit the spread of the virus and counter its impact, including further emergence of new strains of COVID-19 and the safety, efficacy and availability of vaccines and treatments, and, in part, on the size and effectiveness of the compensating measures taken by governments, including additional stimulus legislation, and how quickly and to what extent normal economic and operating conditions can resume. To the extent the COVID-19 pandemic continues to adversely affect the global economy, and/or CS's business, operations or financial performance, it may also have the effect of increasing the likelihood and/or magnitude of other risks described herein, or may give rise to other risks not presently known to it or not currently expected to be significant to its business, operations or financial performance. CS is closely monitoring the potential adverse effects and impact on its operations, businesses and financial performance, including liquidity and capital usage, though the extent of the impact is difficult to fully and accurately predict at this time due to the continuing evolution of this uncertain situation. For further information, refer to "Operating environment" and "Credit Suisse" in "I – Credit Suisse results" and "Key risk developments – COVID-19 pandemic" in "II – Treasury, risk, balance sheet and off balance sheet – Risk management" in the Financial Report 1Q21.

### ***2.2 CS may incur significant losses on its trading and investment activities due to market fluctuations and volatility***

Although CS continues to strive to reduce its balance sheet and has made significant progress in implementing its strategy over the past few years, it also continues to maintain large trading and investment positions and hedges in the debt, currency and equity markets, and in private equity, hedge funds, real estate and other assets. These positions could be adversely affected by volatility in financial and other markets, that is, the degree to which prices fluctuate over a particular period in a particular market, regardless of market levels. To the extent that CS 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 CS's net long positions. Conversely, to the extent that CS 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 CS 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 CS'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 CS's net revenues and profitability.

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

Although the severity of the European sovereign debt crisis appears to have abated somewhat over recent years, political uncertainty, including in relation to the UK's withdrawal from the EU, remains elevated and could cause disruptions in market conditions in Europe and around the world and could further have an adverse impact on financial institutions (including CS). The economic and political impact of the UK leaving the EU, including on investments and market confidence in the UK and the remainder of the EU, may adversely affect CS's future results of operations and financial condition.

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

There are a number of uncertainties that may affect the feasibility, scope and timing of the intended results including the outcome of the ongoing negotiations between the EU and the UK for a framework for regulatory cooperation on financial services and the operation of their unilateral and autonomous processes for recognising each other's regulatory framework as equivalent. Finally, future significant legal and regulatory changes, including possible regulatory divergence between the EU and the UK, affecting the Group and its operations may require it to make further changes to its legal structure. The implementation of these changes has required, and may further require, the investment of significant time and resources and has increased, and may potentially further increase, operational, regulatory, compliance, capital, funding and tax costs as well as the Group's counterparties' credit risk. For further information, refer to "Withdrawal of the UK from the EU and our legal entity structure" in "I – Information on the company – Strategy", "UK-EU relationship" in "I – Information on the company – Regulation and supervision – Recent regulatory developments and proposals – EU", "Withdrawal of the UK from the EU" in "III – Treasury, Risk, Balance sheet and Off-balance sheet – Risk management –

*Key risk developments*” and *“Corporate Governance framework”* in *“IV – Corporate Governance”* in the Annual Report 2020.

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

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

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

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

In addition, several of CS’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 CS to enhanced sovereign, credit-related, operational and reputational risks, which may also increase as a result of adverse market or economic conditions. Risks related to these transactions include the risks that a governmental entity may default on or restructure its obligations or may claim that actions taken by government officials were beyond the legal authority of those officials, which could adversely affect CS’s financial condition and results of operations.

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

In addition to the macroeconomic factors discussed above, other political, social and environmental developments beyond CS's control, including terrorist attacks, cyber attacks, military conflicts, economic or political sanctions, disease pandemics, political or civil unrest and widespread demonstrations, natural disasters or infrastructure issues, such as transportation or power failures, could have a material adverse effect on economic and market conditions, market volatility and financial activity, with a potential related effect on CS's businesses and results. In addition, as geopolitical tensions rise, compliance with legal or regulatory obligations in one jurisdiction may be seen as supporting the law or policy objectives of that jurisdiction over another jurisdiction, creating additional risks for CS's business. For further information, refer to "Non-financial risk" in "III – Treasury, Risk, Balance sheet and Off balance sheet – Risk management – Risk coverage and management" in the Annual Report 2020 and "Key risk developments – COVID-19 pandemic" in "II – Treasury, risk, balance sheet and off-balance sheet—Risk management" in the Financial Report 1Q21.

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

In July 2017, the UK Financial Conduct Authority (the "FCA"), which regulates the London interbank offered rate ("LIBOR"), announced that it will no longer compel banks to submit rates for the calculation of the LIBOR benchmark after year-end 2021. Other interbank offered rates ("IBORs") may also be permanently discontinued or cease to be representative. In March 2021, the FCA announced that, consistent with its prior announcement, all CHF, EUR, GBP, JPY LIBOR settings and the one-week and two-month USD LIBOR settings will permanently cease to be provided by any administrator or will no longer be representative immediately after 31st December 2021. The remaining USD LIBOR settings will permanently cease to be provided by any administrator or will no longer be representative immediately after 30th June 2023, providing additional time to address the legacy contracts that reference such USD LIBOR settings.

However, there is no certainty that the extended period of time to transition to alternative reference rates is sufficient given how widely USD LIBOR is referenced. Further, a number of initiatives have been developed to support the transition, such as the publication by the International Swaps and Derivatives Association, Inc., of Supplement number 70 to the 2006 ISDA Definitions (the "IBOR Supplement") and the accompanying IBOR Protocol. Although these measures may help facilitate the derivatives markets' transition away from IBORs, CS's clients and other market participants may not adhere to the IBOR Protocol or may not be otherwise willing to apply the provisions of the IBOR Supplement to relevant documentation. Furthermore, no similar multilateral mechanism exists to amend legacy loans or bonds, many of which must instead be amended individually, which may require the consent of multiple lenders or bondholders. As a consequence, there can be no assurance that market participants, including CS, will be able to successfully modify all outstanding IBOR referencing contracts or otherwise be sufficiently prepared for the uncertainties resulting from cessation, potentially leading to disputes. Although legislation to address so-called "tough legacy" contracts has been proposed in multiple jurisdictions, it is uncertain whether, when and how such legislation will be enacted. In addition, the terms and scope of the proposed legislative solutions are inconsistent and potentially overlapping.

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

stress, adverse or volatile market conditions and across the credit and economic cycle, which may impact the value, return on and profitability of CS's alternative reference rates-based assets. The transition to alternative reference rates will also require a change in contractual terms of existing products currently linked to IBORs. Further, the replacement of IBORs with an alternative reference rate in existing securities and other contracts, or in internal discounting models, could negatively impact the value of and return on such existing securities, credit instruments and other contracts and result in mispricing and additional legal, financial, tax, operational, market, compliance, reputational, competitive or other risks to CS, its clients and other market participants. For example, CS may face a risk of litigation, disputes or other actions from clients, counterparties, customers, investors or others regarding the interpretation or enforcement of related contractual provisions or if it fails to appropriately communicate the effect that the transition to alternative reference rates will have on existing and future products. Further, litigation, disputes or other action may occur as a result of the interpretation or application of legislation, in particular, if there is an overlap between legislation introduced in different jurisdictions. In addition, the transition to alternative reference rates requires changes to CS's documentation, methodologies, processes, controls, systems and operations, which has resulted and may continue to result in increased effort and cost. There may also be related risks that arise in connection with the transition. For example, CS's hedging strategy may be negatively impacted or market risk may increase in the event of different alternative reference rates applying to its assets compared to its liabilities. In particular, CS's swaps and similar instruments that reference an IBOR and that are used to manage long-term interest rate risk related to its credit instruments could adopt different alternative reference rates than the related credit instruments, resulting in potential basis risk and potentially making hedging its credit instruments more costly or less effective. For further information, refer to "*Replacement of interbank offered rates*" in "*II – Operating and financial review – Credit Suisse – Other information*" in the Annual Report 2020.

## **2.5 CS may incur significant losses in the real estate sector**

CS finances and acquires principal positions in a number of real estate and real estate-related products, primarily for clients, and originate loans secured by commercial and residential properties. As of 31st December 2020, the Group's real estate loans as reported to the SNB totalled approximately CHF 149 billion. CS 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. CS'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, CS has exposure to commercial real estate, which has been impacted by the COVID-19 pandemic and resulting tight government controls and containment measures. Should these conditions persist or deteriorate, they could create additional risk for CS's commercial real estate-related businesses. In addition, the risk of potential price corrections in the real estate market in certain areas of Switzerland could have a material adverse effect on CS's real estate-related businesses.

## **2.6 Holding large and concentrated positions may expose CS to large losses**

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

CS 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 CS's business it may be subject to risk concentration with a particular counterparty. In addition, CS, and other financial institutions, may pose systemic risk in a financial or credit crisis, and may be vulnerable to market sentiment and confidence, particularly during periods of severe economic stress. CS, 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 CS's industry, operations, practices and regulation will be effective in managing these risks. For further information, refer to "*I – Information on the company – Regulation and supervision*" in the Annual Report 2020 and "*II – Treasury, risk, balance sheet and off-balance sheet – Capital management – Regulatory framework*" in the Financial Report 1Q21.

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

## **2.7 CS's hedging strategies may not prevent losses**

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

## **2.8 Market risk may increase the other risks that CS faces**

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

## **2.9 CS may suffer significant losses from its credit exposures**

CS's businesses are subject to the fundamental risk that borrowers and other counterparties will be unable to perform their obligations. CS'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. CS's exposure to credit risk can be exacerbated by adverse economic or market trends, as well as increased volatility in relevant markets or instruments. For example, adverse economic effects arising from the COVID-19 outbreak, such as disruptions to economic activity and global supply chains, will likely continue to negatively impact the creditworthiness of certain counterparties and result in increased credit losses for CS's businesses. In addition, disruptions in the liquidity or transparency of the financial markets may result in CS's inability to sell, syndicate or realise the value of its positions, thereby leading to increased concentrations. Any inability to reduce these positions may not only increase the market and credit risks associated with such positions, but also increase the level of risk-weighted assets ("**RWA**") on CS's balance sheet, thereby increasing its capital requirements, all of which could adversely affect its businesses. For information on management of credit risk, refer to "*Credit risk*" in "*III – Treasury, Risk, Balance sheet and Off-balance sheet – Risk management—Risk coverage and management*" in the Annual Report 2020 and "*II – Treasury, risk, balance sheet and off-balance sheet – Risk management*" in the Financial Report 1Q21.

CS'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.

The determination by the management of CS of the provision for credit losses is subject to significant judgement. CS's banking businesses may need to increase their provisions for credit losses or may record losses in excess of the previously determined provisions if its original estimates of loss prove inadequate, which could have a material adverse effect on CS's results of operations. The Group adopted the "Measurement of Credit Losses on Financial Instruments" (ASU 2016-13) accounting standard and its subsequent amendments on 1st January 2020 and incorporates forward-looking information and macroeconomic factors into its credit loss estimates applying the modified retrospective approach. The new accounting standard generally requires CS's management to estimate lifetime CECL on the Group's credit exposure held at amortised cost; under the previous standard, such estimates were made under the incurred loss model. Such

adoption of ASU 2016-13 and its subsequent amendments could result in greater volatility in earnings and capital levels due to economic developments or occurrence of an extreme and statistically rare event that cannot be adequately reflected in the CECL model. For example, the effects surrounding the outbreak of COVID-19 could continue to have an adverse effect on the Group's credit loss estimates and goodwill assessments in the future, which could have a significant impact on its results of operations and regulatory capital. In addition, model overlays may become necessary in these circumstances as the CECL model outputs are overly sensitive to the effect of economic inputs that lie significantly outside of their historical range. CS may suffer unexpected losses if the models and assumptions that are used to estimate its allowance for credit losses are not sufficient to address its credit losses. For information on provisions for credit losses and related risk mitigation, refer to "Accounting developments" in "II – Operating and financial review – Credit Suisse – Other information", "Credit risk" in "III – Treasury, Risk, Balance sheet and Off-balance sheet – Risk management – Risk coverage and management" and "Note 1 – Summary of significant accounting policies", "Note 9 – Provision for credit losses", "Note 19 – Loans" and "Note 20 – Financial instruments measured at amortized cost and credit losses", each in "VI – Consolidated financial statements – Credit Suisse Group" in the Annual Report 2020 and "II – Treasury, risk, balance sheet and off-balance sheet – Risk management" and "Note 9 – Provision for credit losses", "Note 18 – Loans" and "Note 19 – Financial instruments measured at amortized cost and credit losses", each in "III – Condensed consolidated financial statements – unaudited" in the Financial Report 1Q21.

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

#### ***2.10 Defaults by one or more large financial institutions could adversely affect financial markets generally and CS specifically***

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

#### ***2.11 The information that CS uses to manage its credit risk may be inaccurate or incomplete***

Although CS 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. CS 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.

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

As stated in the Financial Report 1Q21, in the first quarter of 2021, the Group has incurred a material provision for credit losses in respect of the U.S.-based hedge fund matter, and, as discussed in the Financial Report 1Q21, has incurred an additional loss in relation to this matter in the second quarter of 2021. The Group has also previously reported that it is reasonably possible that it will incur a loss in respect of the supply chain finance funds (the "SCFFs") matter, though it is not yet possible to estimate the size of such a reasonably possible loss. However, the ultimate cost of resolving the SCFFs matter may be material to the Group's operating results. In addition, the Group may suffer reputational harm as a result of these matters that might cause loss of assets under management, as well as adversely affect the Group's ability to attract and retain customers, clients, investors and employees and conduct business transactions with its counterparties.



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

The Board of Directors of CSG (the “Board”) has launched investigations into both of these matters, which will not only focus on the direct issues arising from each of them, but also reflect on the broader consequences and lessons learned. As previously announced, the Group has undertaken senior management changes within the investment banking division and within the Risk and Compliance organisation in response to these matters. In addition, effective 1 April 2021, the Group has established Asset Management as a separate division, and the Board appointed a new Chief Executive Officer of Asset Management. Also, the settlement of variable compensation of relevant employees involved in these matters, up to and including members of the Executive Board of CSG, has been suspended as a measure to ensure that the Group can apply malus, if appropriate.

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

Several of the Group’s processes discussed above are still ongoing, including the external and Board-led investigations, the process of seeking to recover amounts in respect of the SCFFs matter, the Group’s review of its businesses and potential personnel and organisational changes in response to these matters. In addition, the newly elected Chairman of the Board, together with the Board, is conducting a review of the Group’s business strategy and risk appetite, and the amount of RWA and leverage exposure for both the investment banking division and the Group will be constrained by the Board, in conjunction with FINMA, until the review is complete. Any changes arising from this strategic review could also affect goodwill balances of affected businesses on the Group’s balance sheet. There can be no assurance that any additional losses, damages, costs and expenses, as well as any further regulatory and other investigations and actions or any downgrade of CSG’s or CS’s credit ratings, will not be material to the Group, including from any impact on the Group’s business, financial condition, results of operations, prospects, liquidity or capital position. For further information on the SCFFs and U.S.-based hedge fund matters, refer to “I – Credit Suisse results – Credit Suisse – Other information – U.S.-based hedge fund matter”, “I – Credit Suisse results – Credit Suisse – Other information – Supply chain finance funds matter”, “II – Treasury, risk, balance sheet and off-balance sheet – Capital management – Regulatory developments”, “II – Treasury, risk, balance sheet and off-balance sheet – Risk Management – Overview and risk-related developments – Key risk developments – U.S.-based hedge fund and supply chain finance funds matters” and “III – Condensed consolidated financial statements – unaudited – Notes to the condensed consolidated financial statements – unaudited – Note 3 – Business developments and subsequent events – Business developments – U.S.-based hedge fund matter” and “III – Condensed consolidated financial statements – unaudited – Notes to the condensed consolidated financial statements – unaudited – Note 3 Business developments and subsequent events – Business developments – Supply chain finance funds matter”, in the Financial Report 1Q21.

### 3 Strategy risk

#### 3.1 CSG and its subsidiaries, including CS, may not achieve all of the expected benefits of the Group’s strategic initiatives

On 30th July 2020, CS announced certain changes to the structure and organisation of the Group and a new restructuring programme, which is expected to be completed within a year from the announcement. This programme is intended to continue its efforts to achieve its strategic objectives, which are based on a number of key assumptions regarding the future economic environment, the economic growth of certain geographic regions, the regulatory landscape, its ability to meet certain financial goals, anticipated interest rates and central bank action, among other things. If any of these assumptions (including, but not limited to, the Group's ability to meet certain financial goals) prove inaccurate in whole or in part, its ability to achieve some or all of the expected benefits of its strategy could be limited, including the Group's ability to retain key employees, distribute capital to CSG's shareholders through dividends and share buyback programmes or achieve its other goals, such as those in relation to return on tangible equity. In addition, the Group depends on dividends, distributions and other payments from its subsidiaries to fund external dividend payments and share buybacks. Factors beyond the Group's control, including but not limited to, market and economic conditions, changes in laws, rules or regulations, execution risk related to the implementation of the Group's strategy and other challenges and risk factors discussed in this Base Prospectus, could limit its ability to achieve some or all of the expected benefits of this strategy. Capital payments from subsidiaries might be restricted as a result of regulatory, tax or other constraints. If the Group is unable to implement its strategy successfully in whole or in part or should the components of the strategy that are implemented fail to produce the expected benefits, its financial results and CSG's share price may be materially and adversely affected. For further information on the Group's strategic direction, refer to "*Strategy*" in "*I – Information on the company*" in the Annual Report 2020.

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

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

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

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

#### **4 Country and currency exchange risk**

##### **4.1 Country risks may increase market and credit risks that CS 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 CS, which in turn may have an adverse impact on CS's results of operations.

#### ***4.2 CS may face significant losses in emerging markets***

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

#### ***4.3 Currency fluctuations may adversely affect CS's results of operations***

CS is exposed to risk from fluctuations in exchange rates for currencies, particularly the U.S. dollar. In particular, a substantial portion of CS's assets and liabilities are denominated in currencies other than the Swiss franc, which is the primary currency of its financial reporting. CS'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 was strong against the U.S. dollar and the euro in 2020.

As CS 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 CS 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 CS's results of operations and capital position in recent years and may continue to have an adverse effect in the future.

### **5 Operational, risk management and estimation risks**

#### ***5.1 CS 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, CS'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, CS relies heavily on its financial, accounting and other data processing systems, which are varied and complex and it may face additional technology risks due to the global nature of its operations. CS's business depends on its ability to process a large volume of diverse and complex transactions within a short space of time, including derivatives transactions, which have increased in volume and complexity. CS may rely on automation, robotic processing, machine learning and artificial intelligence for certain operations, and this reliance may increase in the future with corresponding advancements in technology, which could expose it to additional cybersecurity risks. CS is exposed to operational risk arising from errors made in the execution, confirmation or settlement of transactions or from transactions not being properly recorded or accounted for.

Cybersecurity and other information technology risks for financial institutions have significantly increased in recent years and it may face an increased risk of cyber attacks or heightened risks associated with a lesser degree of data and intellectual property protection in certain foreign jurisdictions in which it operates. Regulatory requirements in these areas have increased and are expected to increase further.

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

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

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

CS and other financial institutions have been subject to cyber attacks, information or security breaches and other forms of attacks. CS expects to continue to be the target of such attacks in the future. In the event of a cyber attack, information or security breach or technology failure, CS may experience operational issues, the infiltration of payment systems or the unauthorised release, gathering, monitoring, misuse, loss or destruction of confidential, proprietary and other information relating to the Group, its clients, vendors, service providers, counterparties or other third parties. Given CS's global

footprint and the high volume of transactions CS processes, the large number of clients, partners and counterparties with which CS 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, CS 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, CS 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 CS'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, CS 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 CS to expend significant additional resources to modify its protective measures or to investigate and remediate vulnerabilities or other exposures. CS may also be required to expend resources to comply with new and increasingly expansive regulatory requirements related to cybersecurity.

## **5.2 CS may suffer losses due to employee misconduct**

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

## **5.3 CS's risk management procedures and policies may not always be effective**

CS 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. CS 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 CS's risk management procedures and hedging strategies, and the judgements behind them, may not fully mitigate its risk exposure in all markets or against all types of risk. For information on CS's risk management, refer to "Risk management" in "III – Treasury, Risk, Balance sheet and Off-balance sheet" in the Annual Report 2020 and "II – Treasury, risk, balance sheet and off-balance sheet – Risk management" in the Financial Report 1Q21.

## **5.4 CS's actual results may differ from its estimates and valuations**

CS makes estimates and valuations that affect its reported results, including determining the fair value of certain assets and liabilities, establishing provisions for contingencies and losses for loans, litigation and regulatory proceedings, accounting for goodwill and intangible asset impairments, evaluating 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 on judgement and available information, and its actual results may differ materially from these estimates. For more information on these estimates and valuations, refer to "Critical accounting estimates" in "II – Operating and financial review" and "Note 1 – Summary of significant accounting policies" in "VI – Consolidated financial statements – Credit Suisse Group" in the Annual Report 2020.

CS'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 CS or impact the value of assets. To the extent CS's models and processes become less predictive due to unforeseen market conditions, illiquidity or volatility, CS's ability to make accurate estimates and valuations could be adversely affected.

### **5.5 CS's accounting treatment of off-balance sheet entities may change**

CS enters into transactions with special purpose entities (“SPEs”) in its normal course of business, and certain SPEs with which it transacts and conducts business are not consolidated and their assets and liabilities are off-balance sheet. CS may have to exercise significant management judgement in applying relevant accounting consolidation standards, either initially or after the occurrence of certain events that may require CS to reassess whether consolidation is required. Accounting standards relating to consolidation, and their interpretation, have changed and may continue to change. If CS is required to consolidate an SPE, its assets and liabilities would be recorded on CS's consolidated balance sheets and CS would recognise related gains and losses in its consolidated statements of operations, and this could have an adverse impact on CS's results of operations and capital and leverage ratios. For more information on CS's transactions with and commitments to SPEs, refer to “Off-balance sheet” in “III – Treasury, Risk, Balance sheet and Off-balance sheet – Balance sheet and off-balance sheet” in the Annual Report 2020 and “II – Treasury, risk, balance sheet and off-balance sheet – Balance sheet and off-balance sheet – Off-balance sheet” in the Financial Report 1Q21.

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

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

Physical and transition climate risks could have a financial impact on CS either directly, through its physical assets, costs and operations, or indirectly, through its financial relationships with its clients. These risks are varied and include, but are not limited to, the risk of declines in asset values, including in connection with CS's real estate investments, credit risk associated with loans and other credit exposures to its clients, business risk, including loss of revenues associated with reducing exposure to traditional business with clients that do not have a credible transition plan, decrease in assets under management if such clients decide to move assets away and increased defaults and reallocation of capital as a result of changes in global policies, and regulatory risk, including ongoing legislative and regulatory uncertainties and changes regarding climate risk management and best practices. Additionally, the risk of reduced availability of insurance, operational risk related to CS-owned buildings and infrastructure, the risk of significant interruptions to business operations, as well as the need to make changes in response to those consequences are further examples of climate-related risks. CS's reputation and client relationships may be damaged by its, or its clients', involvement in certain business activities associated with climate change or as a result of negative public sentiment, regulatory scrutiny or reduced investor and stakeholder confidence due to its response to climate change and its climate change strategy. If CS fails to appropriately measure and manage the various risks it faces as a result of climate change, or fails to adapt its strategy and business model to the changing regulatory requirements and market expectations, its business, results of operations and financial condition could be materially adversely affected. For information on CS's risk management procedures relating to climate change, refer to “Climate-related risks” in “III – Treasury, Risk, Balance sheet and Off-balance sheet - Risk management” in the Annual Report 2020.

## **6 Legal, regulatory and reputational risks**

### **6.1 The Group's exposure to legal liability is significant**

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

CSG and its subsidiaries, including CS 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 its operating results for any particular period, depending, in part, on its results for such period. For information relating to these and other legal and regulatory proceedings involving CS's investment banking and other businesses, refer to “Note 40 – Litigation” in “VI – Consolidated financial statements – Credit Suisse Group” in the Annual Report 2020 and “Note 33 – Litigation” in “III – Condensed consolidated financial statements – unaudited” in the Financial Report 1Q21.

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

## **6.2 Regulatory changes may adversely affect CS's business and ability to execute its strategic plans**

In many areas of its business, CS is subject to extensive regulation by governmental agencies, supervisory authorities and self-regulatory organisations in Switzerland, the EU, the UK, the U.S. and other jurisdictions in which CS operates. CS expects to face increasingly extensive and complex regulation and regulatory scrutiny and possible enforcement actions. 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 increased significantly. CS expects such increased regulation and enforcement to continue to increase its costs, including, but not limited to, costs related to compliance, systems and operations, and to negatively affect its ability to conduct certain types of business. These increased costs and negative impacts on CS's business could adversely affect its profitability and competitive position. These regulations often serve to limit CS's activities, including through the application of increased or enhanced capital, leverage and liquidity requirements, the implementation of additional capital surcharges for risks related to operational, litigation, regulatory and similar matters, customer protection and market conduct regulations and direct or indirect restrictions on the businesses in which CS may operate or invest. Such limitations can have a negative effect on CS's business and its ability to implement strategic initiatives. To the extent CS is required to divest certain businesses, it could incur losses, as it may be forced to sell such businesses at a discount, which in certain instances could be substantial, as a result of both the constrained timing of such sales and the possibility that other financial institutions are liquidating similar investments at the same time.

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

Moreover, as a number of these requirements are currently being finalised and implemented, their regulatory impact may further increase in the future and their ultimate impact cannot be predicted at this time. For example, the Basel III reforms are still being finalised and implemented and/or phased in, as applicable. The additional requirements related to minimum regulatory capital, leverage ratios and liquidity measures imposed by Basel III, as implemented in Switzerland, together with more stringent requirements imposed by the Swiss legislation and their application by FINMA, and the related implementing ordinances and actions by CS's regulators, have contributed to its decision to reduce RWA and the size of its balance sheet, and could potentially impact its access to capital markets and increase its funding costs. In addition, various reforms in the U.S., including the "Volcker Rule" and derivatives regulation, have imposed, and will continue to impose, new regulatory duties on certain of CS'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, 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 CS to operate a derivatives business outside the U.S.. Further, in 2014, the Fed adopted a final rule under the Dodd-

Frank Wall Street Reform and Consumer Protection Act that introduced a new framework for regulation of the U.S. operations of foreign banking organisations such as CS. Implementation is expected to continue to result in CS incurring additional costs and to affect the way it conducts its business in the U.S., including through its U.S. intermediate holding company.

Further, current and possible future cross-border tax regulation with extraterritorial effect, such as the U.S. Foreign Account Tax Compliance Act, and other bilateral or multilateral tax treaties and agreements on the automatic exchange of information in tax matters, impose detailed reporting obligations and increased compliance and systems-related costs on CS's businesses. In addition, the U.S. tax reform enacted on 22nd December 2017 introduced substantial changes to the U.S. tax system, including the lowering of the corporate tax rate and the introduction of the U.S. base erosion and anti-abuse tax. Additionally, implementation of regulations such as the Capital Requirements Directive V ("**CRD V**") in the EU, the Swiss Financial Services Act of 15th June 2018, as amended ("**FinSA**"), in Switzerland, and other reforms may negatively affect CS's business activities. Whether or not FinSA, together with supporting or implementing ordinances and regulations, will be deemed equivalent to MiFID II, currently remains uncertain. Swiss banks, including CS, may accordingly be limited from participating in certain businesses regulated by MiFID II. Finally, CS expects that total loss-absorbing capacity ("**TLAC**") requirements, which took effect on 1st January 2019 in Switzerland, the U.S. and in the UK, as well as in the EU with respect to global systemically important banks ("**G-SIBs**") from 27th June 2019, and are being finalised in many other jurisdictions, as well as new requirements and rules with respect to the internal total loss-absorbing capacity ("**iTLAC**") of G-SIBs and their operating entities, may increase CS's cost of funding and restrict its ability to deploy capital and liquidity on a global basis as needed once the TLAC and iTLAC requirements are implemented across all relevant jurisdictions.

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

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

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

For a description of the Group's regulatory regime and a summary of some of the significant regulatory and government reform proposals affecting the financial services industry, refer to "*I – Information on the company – Regulation and supervision*" in the Annual Report 2020. For information regarding CS'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 2020 and “*II – Treasury, risk, balance sheet and off-balance sheet*” in the Financial Report 1Q21.

### **6.3 *Damage to CS’s reputation could significantly harm its businesses, including its competitive position and business prospects***

CS’s ability to attract and retain customers, clients, investors and employees, and conduct business transactions with its counterparties, could be adversely affected to the extent its reputation is damaged. Harm to its reputation can arise from various sources, including if its comprehensive procedures and controls fail, or appear to fail, to prevent employee misconduct, negligence and fraud, to address conflicts of interest and breach of fiduciary obligations, to produce materially accurate and complete financial and other information, to identify credit, liquidity, operational and market risks inherent in its business or to prevent adverse legal or regulatory actions or investigations. Additionally, CS’s reputation may be harmed by compliance failures, privacy and data security intrusions, cyber incidents, technology failures, challenges to the suitability or reasonableness of its particular trading or investment recommendations or strategies and the activities of its customers, clients, counterparties and third parties. Actions by the financial services industry generally or by certain members or individuals in the industry also can adversely affect its reputation. In addition, its reputation may be negatively impacted by its Environmental, Social and Governance (“ESG”) practices and disclosures, including those related to climate change and how it addresses ESG concerns in its business activities, or by its clients’ involvement in certain business activities associated with climate change. Adverse publicity or negative information in the media, posted on social media by employees, or otherwise, whether or not factually correct, may also adversely impact its business prospects or financial results, which risk can be magnified by the speed and pervasiveness with which information is disseminated through those channels.

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

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

### **6.4 *Swiss resolution proceedings and resolution planning requirements may affect CSG’s and the Issuer’s shareholders and creditors***

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

The Group is currently subject to resolution planning requirements in Switzerland, the U.S. and the UK and may face similar requirements in other jurisdictions. If a resolution plan is determined by the relevant authority to be inadequate, relevant regulations may allow the authority to place limitations on the scope or size of the Group’s business in that jurisdiction, require 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 information regarding the current resolution regime under Swiss banking laws as it applies to CS, 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 2020. See also “Rights of the holders of Securities issued by CS may be adversely affected by FINMA’s broad statutory powers in the case of a restructuring proceeding in relation to CS, including its power to convert such Securities into equity and/or partially or fully write-down such Securities.”

#### **6.5 *Changes in monetary policy are beyond CS’s control and difficult to predict***

CS is affected by the monetary policies adopted by the central banks and regulatory authorities of Switzerland, the U.S. and other countries. The actions of the SNB and other central banking authorities directly impact CS’s cost of funds for lending, capital raising and investment activities and may impact the value of financial instruments CS 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. CS 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 CS’s control and difficult to predict.

#### **6.6 *Legal restrictions on its clients may reduce the demand for CS’s services***

CS 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. CS’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 CS’s private banking businesses.

### **7 Competition risk**

#### **7.1 *CS faces intense competition***

CS faces intense competition in all sectors of the financial services markets and for the products and services it offers. Consolidation through mergers, acquisitions, alliances and cooperation, including as a result of financial distress, has increased competitive pressures. Competition is based on many factors, including the products and services offered, pricing, distribution systems, customer service, brand recognition, perceived financial strength and the willingness to use capital to serve client needs. Consolidation has created a number of firms that, like CS, have the ability to offer a wide range of products and services, from loans and deposit-taking to brokerage, investment banking and asset management services. Some of these firms may be able to offer a broader range of products than CS does, or offer such products at more competitive prices. Current market conditions have resulted in significant changes in the competitive landscape in CS’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 CS’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 CS operates, for example, by allowing e-commerce firms or other companies to provide products and services similar to CS’s at a lower price or in a more competitive manner in terms of customer convenience. CS can give no assurance that its results of operations will not be adversely affected.

#### **7.2 *CS must recruit and retain highly skilled employees***

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

### **7.3 CS faces competition from new trading technologies**

CS's businesses face competitive challenges from new trading technologies, including trends towards direct access to automated and electronic markets with low or no fees and commissions, and the move to more automated trading platforms. Such technologies and trends may adversely affect 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 establishment of new and stronger competitors. CS 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.

## **(B) FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH SECURITIES ISSUED UNDER THE PROGRAMME ("RISK CATEGORY B")**

A range of Securities may be issued under the Programme. A number of these Securities may have features which contain particular risks for potential investors. Set out below is a description of the most common of such features. The risks set out under in the below sub-sections (1) to (10) of this Risk Category B are the most material risks which are material for the purpose of assessing the market risks associated with the Securities issued under the Programme.

### **1 Market value of Securities**

#### **1.1 The market value of Securities may be highly volatile**

Where the Securities reference any Reference Underlying(s), the Securityholders are exposed to the performance of such Reference Underlying(s). The price, performance or investment return of the Reference Underlying(s) may be subject to sudden and large unpredictable changes over time and this degree of change is known as "volatility". The volatility of a Reference Underlying may be affected by national and international financial, political, military or economic events, including governmental actions, or by the activities of participants in the relevant markets. Any of these events or activities could adversely affect the value of the Securities.

#### **1.2 The market value of the Securities may be influenced by unpredictable factors**

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

- (a) the creditworthiness of the Issuer;
- (b) whether distribution, interest and/or premium have been and are likely to be paid on the Securities from time to time;
- (c) supply and demand for the Securities, including inventory positions with any securities dealer; and

- (d) economic, financial, political or regulatory events or judicial decisions that affect the Issuer or the financial markets generally.

Accordingly, if a Securityholder sells its Securities in the secondary markets, it may not be able to obtain a price equal to the nominal amount of the Securities or the price that it paid for the Securities.

### ***1.3 Securities issued at a substantial discount or premium***

The market values of Securities issued at a substantial discount or premium from their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

## **2 The Securities are not covered by any government compensation or insurance scheme and do not have the benefit of any government guarantee**

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

## **3 Credit ratings may not reflect all risks**

One or more independent credit rating agencies may assign credit ratings to the Securities. 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 Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

The rating of certain Series of Securities to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to relevant Series of Securities will be issued by a credit rating agency established in the EEA or the UK and registered under the CRA Regulation will be disclosed in the Final Terms.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances. Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or

suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Securities changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Securities may have a different regulatory treatment, which may impact the value of the Securities and their liquidity in the secondary market. Certain information with respect to the relevant credit rating agencies and ratings will be disclosed in the Final Terms.

#### **4 Secondary Market**

An active public market for trading of the Securities is not expected to develop. The Issuer and/or the relevant Dealer(s) may be the only market participants for the Securities. The secondary market for the Securities and liquidity for an investor may therefore be limited. Investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. The Issuer or any of its Affiliates may at any time purchase Securities at any price in the open market or otherwise subject to market conditions and constraints. The more limited the secondary market is for any particular tranche of Securities, the more difficult for an investor to realise the value of the Securities prior to maturity. Illiquidity may have a severely adverse effect on the market value of Securities and there may be a significant spread between the actual trading price of the Securities and the face amount of the Securities. The investor may need to hold the Securities until maturity.

#### **5 Issue of further Securities**

If additional securities or options with the same terms and conditions or linked to the same Reference Underlying(s) as the Securities are subsequently issued, either by the Issuer or another issuer, the supply of securities with such terms and conditions or linked to such Reference Underlying(s) in the primary and secondary markets will increase and may cause the secondary market price of the Securities to decline.

#### **6 Taxation**

Each investor will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Securities. The Issuer will not pay any additional amounts to any Securityholders or investors to reimburse them for any tax, assessment or charge required to be withheld or deducted from payments in respect of the Securities by the Issuer or the Paying Agents or otherwise required to be paid by the Securityholders or investors. Payments under the Securities, such as premium and other redemption amounts, may be treated as principal under the applicable tax laws and may be subject to taxation such as capital gains or equivalent tax. Each prospective purchaser of Securities must determine, based on its own independent review and such professional advice as it deems appropriate, its tax position given its own particular circumstances, before deciding whether or not to purchase the Securities. Each investor will also assume and be solely responsible for any change in tax laws which may adversely affect the return on the Securities.

In addition, the Issuer may include charges on the redemption of any PRC Property Share Security or PRC Property Index Security, or any PRC Share Security or PRC Index Security for which “China Connect” is specified in relation to any Reference Underlying in the relevant Final Terms. Adjustments and rebalancing may also be made in certain circumstances in accordance with the Terms and Conditions of the Securities.

In respect of any Indian Notes (as defined in the Terms and Conditions of the Securities), the Issuer may at its sole discretion calculate and determine the amount of any applicable Indian Local Taxes (as defined in the Terms and Conditions of the Securities) and the Securityholders, among other things, are required to indemnify the Issuer in full and on demand any unpaid Indian Local Taxes and any resultant losses and expenses. In respect of any Pakistan Notes (as defined in the Terms and Conditions of the Securities), the Issuer may include a charge on the termination of the Pakistan Notes and adjustments may be made in certain circumstances in accordance with the Terms and Conditions of the Securities. The Securityholders are also required to indemnify the Issuer, among other things, for losses and expenses caused by or arising from any tax liability imposed by Pakistani tax authorities in connection with the Pakistan Notes.

## **7 Potential changes in Swiss withholding tax legislation**

On 3rd April 2020, the Swiss Federal Council published a consultation draft on the reform of the Swiss withholding tax system applicable to interest on bonds. This consultation draft provides for, among other things, the replacement of the current debtor-based regime applicable to interest payments with a paying agent-based regime for Swiss withholding tax. Under this paying agent-based regime generally all interest payments acting out of Switzerland to individuals resident in Switzerland will be subject to Swiss withholding tax. However, the results of the consultation were controversial. Consequently, on 15th April 2021, the Swiss Federal Council published a new draft on the reform of the Swiss withholding tax system providing for the abolition of Swiss withholding tax on interest payments on bonds. If nevertheless a new paying agent-based regime were to be enacted as contemplated by the consultation draft published on 3rd April 2020 and were to result in the deduction or withholding of Swiss withholding tax by a paying agent in Switzerland on any interest payments in respect of a Security by any person other than the Issuer, the holder of such Security would not be entitled to receive any additional amounts as a result of such deduction or withholding under the terms of the Securities.

## **8 Potential US Withholding Tax on Securities that Directly or Indirectly Reference US Equities or an Index that Includes US Equities**

Section 871(m) of the U.S. Internal Revenue Code of 1986 (the “Code”) and regulations thereunder, impose a 30 per cent U.S. withholding tax on dividend equivalent payments paid or deemed paid on certain financial instrument that directly or indirectly reference U.S. equities or indices that include U.S. equity components. If withholding applies, the Issuer will not pay any additional amounts with respect to amounts withheld. The Issuer's determination as to whether a Security is a transaction subject to withholding under section 871(m) generally is binding on holders. However, it is not binding on the IRS. The IRS may successfully argue that a Security is subject to withholding under section 871(m), notwithstanding the Issuer's determination to the contrary. Holders should consult their tax advisers regarding the U.S. federal income tax consequences to them of section 871(m) and regulations thereunder, and whether payments or deemed payments on the Securities constitute dividend equivalent payments.

## **9 Conflicts of Interest**

Where the Issuer acts as Calculation Agent or the Calculation Agent is an Affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and investors, including, without limitation, with respect to certain determinations and judgments that the Calculation Agent may make pursuant to the Securities that may influence the amount receivable on the Securities.

In addition, the interests of the Issuer and/or its Affiliates may conflict with the interests of the Securityholders and investors. The Issuer reserves the right to take such actions as it considers necessary or appropriate (including without limitation any sale, disposal or enforcement of security of or over a Reference Underlying) to protect its interests without regard to the consequences for any Securityholders or investors.

## **10 Reliance on Clearing System procedures**

Securities issued under the Programme will be represented on issue by one or more Global Securities that may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or with a nominee for DTC. Except in the circumstances described in each Global Security, investors will not be entitled to receive Securities in definitive form. Each of Euroclear and Clearstream, Luxembourg or DTC, as the case may be, and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Security held through it. While the Securities are represented by a Global Security, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Securities are represented by one or more Global Securities, the Issuer will discharge its payment obligation under the Securities by making payments through the relevant clearing systems. A holder of a beneficial interest in Global Securities must rely on the procedures of the relevant clearing system and its participants to receive payments under the Securities. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Security.

Holders of beneficial interests in a Global Security will not have a direct right to vote in respect of the Securities so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

## **(C) RISKS RELATING TO REDEMPTION, ADJUSTMENT AND MODIFICATION (“RISK CATEGORY C”)**

The risks set out under in the below sub-sections (1) to (8) of this Risk Category C are the most material risks relating to redemption, adjustment and modification.

### **1 Early redemption in general**

If the Securities are redeemed early, any such redemption may have an effect on the timing of valuation and consequently the value of the Securities and the relevant Reference Underlyings (or assets constituted thereby). The Early Redemption Amount or such other redemption amounts as specified in the Conditions of the Securities and the applicable Final Terms may be less, or substantially less, than the amount invested by the investor or the Final Redemption Amount payable at maturity had the Securities not been redeemed early. It may in certain circumstances be zero.

If the Securities are redeemed early, an investor may not be able to reinvest the redemption proceeds at a return as high as the return on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential purchasers should consider reinvestment risk in light of other investments available at that time.

Prospective purchasers should review the Terms and Conditions of the Securities and the applicable Final Terms to ascertain whether and how the relevant early redemption provisions apply to the Securities.

### **2 Optional Redemption by the Issuer**

Any call option of the Issuer in respect of the Securities may negatively impact their market value. During any period when the Issuer may elect to redeem Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. The Issuer may be expected to redeem Securities when its cost of borrowing is lower than the interest rate on the Securities. 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 Securities being redeemed. The investor will not be able to participate in the performance of the Reference Underlying(s) following the effective date of the Issuer call option.

### 3 Redemption Disruption Event

If a Redemption Disruption Event (as described in Condition 5(g) (*Redemption Disruption Events and Cut-off Date*)) occurs at any time during the period from (and including) the Valuation Date to (but excluding) the Maturity Date or the Early Redemption Date, the Maturity Date or the Early Redemption Date will be extended and the Valuation Date will be postponed. In the event that a Redemption Disruption Event is still operating on the Cut-off Date, then the Valuation Date shall be deemed to be such Cut-off Date, and the Issuer will redeem the Securities on the extended Maturity Date or Early Redemption Date (as the case may be) at the Final Redemption Amount or Early Redemption Amount (as the case may be), together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Maturity Date or Early Redemption Date (as the case may be) provided that the Calculation Agent shall make such adjustment to the Final Redemption Amount or the Early Redemption Amount as it shall determine in good faith and in a commercially reasonable manner to take account of the effect of such Redemption Disruption Event on the Hedging Arrangements and any difference between the Hedge Proceeds and the amount which, but for these provisions, would otherwise be the Final Redemption Amount or the Early Redemption Amount and/or the Calculation Agent may make any other amendments to the Conditions (without the consent of the Securityholders) to take account of the event. The extension of the Maturity Date or Early Redemption Date, the adjustment to the Final Redemption Amount, the Early Redemption Amount and other Conditions and the subsequent redemption of the Securities may (a) have an effect on the value of the Securities and the relevant Reference Underlyings (or assets constituted thereby) and/or (b) delay redemption of the Securities. Prospective purchasers should review the Terms and Conditions of the Securities and the applicable Final Terms to ascertain whether and how such provisions apply to the Securities.

### 4 Hedging Disruption Event and Jurisdictional Event

Where a Hedging Disruption Event or a Jurisdictional Event (each as described in Condition 5(a) (*Definitions*)) occurs, the Issuer may decide to (a) suspend its obligations in respect of the Securities; (b) make adjustments to the terms and conditions of the Securities; or (c) redeem the Securities early at the Early Redemption Amount, together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Early Redemption Date. Any such suspension or redemption may (i) have an effect on the timing of valuation and consequently the value of the Securities and the relevant Reference Underlyings (or assets constituted thereby) and/or (ii) delay redemption in respect of the Securities. An adjustment to the terms and conditions of the Securities may include an adjustment to the Final Redemption Amount or the Early Redemption Amount. Prospective purchasers should review the Terms and Conditions of the Securities and the applicable Final Terms to ascertain whether and how such provisions apply to the Securities.

### 5 Illegality Event

Upon the occurrence of an Illegality Event (as described in Condition 5(a) (*Definitions*)) and which includes, without limitation, the Securityholder not being or ceasing to be an Eligible Investor (as defined in the General Terms and Conditions of the Securities) in respect of Securities linked to ChiNext Shares), the Issuer may, but is not obliged to, redeem the Securities at the Early Redemption Amount. Prospective purchasers should review the Terms and Conditions of the Securities and the applicable Final Terms to ascertain whether and how such provisions apply to the Securities. The Terms and Conditions of the Securities are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

### 6 Other early redemption events and optional redemption

Certain additional events (including, if applicable, such events set out in the Applicable Schedules) that may lead to an early redemption of the Securities may apply to the Securities. These include, without limitation, (a) in relation to the Equity Linked Securities, where an Extraordinary Event (as defined in the Applicable Schedule) occurs in relation to a



Reference Underlying; or (b) in relation to Index Linked Securities, where an Index Adjustment Event (as defined in the Applicable Schedule) occurs in relation to a Reference Underlying. The applicable Final Terms may also specify other early redemption events. If so specified in the applicable Final Terms, the Securities may also be redeemed at the option of the Issuer or the Securityholders. An optional redemption feature may limit the market value of the Securities. During any redemption period in which the Issuer may elect to redeem the Securities, the market value of the Securities generally will not rise substantially above the redemption amount at which the Securities can be redeemed. This may also be true prior to any redemption period.

## **7 Calculation Agent adjustments**

The Terms and Conditions of the Securities provide that the Calculation Agent may make adjustments to the terms and conditions of the Securities and/or determine that the Issuer shall issue additional Securities to Securityholders under certain circumstances. The applicable Final Terms may also specify other circumstances which would allow the Calculation Agent to make certain determinations and adjustments. These include, without limitation, (a) where a Hedging Disruption Event or a Jurisdictional Event occurs; (b) in relation to the Equity Linked Securities, where a Potential Adjustment Event, Extraordinary Event or Material Change (each as defined in the Applicable Schedule) occurs in relation to a Reference Underlying or the related Reference Entity, as the case may be; or (c) in relation to Index Linked Securities, where an Index Adjustment Event (as defined in the Applicable Schedule) occurs in relation to the Reference Underlying. The applicable Final Terms may also specify other circumstances following which the Calculation Agent may make certain determinations or adjustments. Such determinations and adjustments may have an adverse effect on the value of the Securities.

## **8 Modification**

The Terms and Conditions of the Securities contain provisions for calling meetings (including by way of conference call or by use of a videoconference platform) of Securityholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Securityholders including Securityholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, including those Securityholders who voted in a manner contrary to the majority.

## **(D) RISKS RELATING TO CERTAIN TYPES OF SECURITIES (“RISK CATEGORY D”)**

The risks set out under in the below sub-sections (1) to (9) of this Risk Category D are the most material risks relating to certain types of Securities.

### **1 Interest Rate Risks**

Where Securities bear interest or premium at a fixed rate, subsequent changes in market interest rates may adversely affect the value of the Securities.

Where interest or premium on Securities is subject to floating rates of interest or premium that will change subject to changes in market conditions, such changes could adversely affect the rate of interest or premium received on the Securities.

Securities with inverse floating rate may pay interest at a rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Securities typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Securities with inverse floating rate are more volatile because an increase in the reference rate not only decreases the

interest rate of the Securities, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Securities.

Securities with fixed/floating rate may pay interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Upon such conversion from a fixed rate to a floating rate, the spread on the Securities may be less favourable than then prevailing spreads on comparable floating rate Securities tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Securities. Upon such conversion from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing floating rates prior to such conversion and lower than the rates on other Securities and could therefore adversely affect the secondary market in and the market value of such Securities.

## **2 Securities may have a Rate of Interest determined by reference to a “benchmark”, including LIBOR, and any discontinuation or reform of such benchmark may adversely affect the value of and return on such Securities**

Certain reference rates, including LIBOR and EURIBOR, and other rates or indices included in the Terms and Conditions, are deemed to be or are based on “benchmarks” that are the subject of ongoing national and international regulatory scrutiny and reform. Some of these reforms are already effective, while others are still to be implemented or formulated. These reforms may cause such “benchmarks” to perform differently than they performed in the past (including in the case of any continued publication of such “benchmarks” on a synthetic basis) or to be discontinued entirely and may have other consequences that cannot be predicted. Any such consequences could adversely affect the value of and return on any Security that has a Rate of Interest determined by reference to a “benchmark”, particularly if such Security is a Floating Rate Security.

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of “benchmarks”, the contribution of input data to a “benchmark” and the use of a “benchmark” within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Article 36 of Regulation (EU) No. 2016/1011 as it forms part of “retained EU law”, as defined in the EUWA (the “**UK Benchmarks Regulation**”), among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Securities linked to, referencing or otherwise dependent (in whole or in part) upon, a “benchmark”, in particular, if the methodology or other terms of any “benchmark” are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of such “benchmark”.

More broadly, any of the proposals for reform or the general increased regulatory scrutiny of “benchmarks” could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain “benchmarks”, trigger changes in the rules or methodologies used in certain “benchmarks” or lead to the discontinuation or unavailability of quotes of certain “benchmarks”.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or

methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Securities linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

### **3 Determining the occurrence of a Reference Rate Event**

If a Series references a benchmark, there is a risk that a Reference Rate Event may occur in respect of such benchmark. A Reference Rate Event may occur if the benchmark ceases or if the administrator of the benchmark ceases to have the necessary authorisations. There is no certainty as to when a Reference Rate Event may occur. Whether a Reference Rate Event has occurred will be determined by the Calculation Agent.

Investors should be aware that a change (whether material or not) to the definition, methodology or formula for a benchmark, or other means of calculating such benchmark will not, unless otherwise specified in the applicable Final Terms, constitute a Reference Rate Event. Each Securityholder will bear the risks arising from any such change and will not be entitled to any form of compensation as a result of any such change.

### **4 Consequences of the occurrence of a Reference Rate Event**

If the Calculation Agent determines that a Reference Rate Event has occurred in respect of a relevant benchmark, the Issuer will notify the Securityholders accordingly and the Calculation Agent will (if no replacement reference rate has been pre-nominated in the applicable Final Terms) attempt to (A) identify an alternative benchmark that it determines has been recognised or acknowledged as being the industry standard for transactions which reference the affected Reference Rate to replace the affected Reference Rate (or if there is no industry standard, then the Calculation Agent shall select such other index, benchmark or other price source it determines to be an industry standard rate) and (B) calculate a spread that will be applied to the alternative benchmark.

Investors should be aware that (I) the application of any alternative benchmark (notwithstanding the inclusion of any adjustment spread) could result in a lower amount being payable to Securityholders than would otherwise have been the case, (II) the application of any alternative benchmark (as adjusted by an any adjustment spread) shall be effected without requiring the consent of the Securityholders and (III) if no alternative benchmark can be identified or adjustment spread calculated by the Calculation Agent, the Securities will be the subject of an early redemption. There is no guarantee that an alternative benchmark will be identified or that an adjustment spread will be calculated by the Calculation Agent.

### **5 Determination of alternative benchmark and any adjustment spread**

When identifying alternative benchmarks, the Calculation Agent may only have regard to (A) benchmarks that are recognised or acknowledged as being industry standard replacements or (B) any alternative specified in the applicable Final Terms. If both an industry standard benchmark exists and an alternative benchmark is specified in the applicable Final Terms, the industry standard benchmark will take precedence.

The adjustment spread shall (I) take account of any transfer of economic value that would otherwise occur by replacing the relevant benchmark and (II) reflect any losses, expenses and costs that will be incurred by the Issuer as a result of entering into and/or maintaining any transactions in place to hedge the Issuer's obligations under the Securities. The adjustment spread may be positive, negative or zero and may be determined pursuant to a formula or methodology.

### **6 Suspension of calculations and payments under the Securities following the occurrence of a Reference Rate Event**

If the Calculation Agent has delivered a Reference Rate Event Notice and the Securities have not yet been redeemed, there will be a period for which no benchmark is available for the purpose of the Securities. Consequently, any

determination date under the Securities (and any related payment date) which relies on there being a benchmark will be suspended until an alternative benchmark (as adjusted by any adjustment spread) has been identified.

If an alternative benchmark and adjustment spread are identified, any suspended payments shall be due on the tenth Business Day following the Applicable Cut-off Date. Securityholders will not be entitled to receive any further payments as a result of such suspension and the corresponding delay in payment of any principal, premium and/or interest amount (including, without limitation, any default interest). The applicable benchmark for determining any such suspended amounts will be the alternative benchmark identified by the Calculation Agent (as adjusted by any adjustment spread) and not the benchmark in respect of which the Reference Rate Event has occurred.

If an alternative benchmark and adjustment spread are not identified, the Securities shall be redeemed at their Early Redemption Amount (together with any suspended interest or premium amounts (if any)) and no other amount (including any interest on any suspended amounts) shall be payable in respect of the Securities.

## **7 Securities with a multiplier or other leverage factor**

Securities with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

## **8 Securities where denominations involve integral multiples: definitive Securities**

In relation to any issue of Securities which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Securities may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Securities at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Security in respect of such holding (should definitive Securities be printed or issued) and would need to purchase a principal amount of Securities at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If definitive Securities are issued, holders should be aware that definitive Securities which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

## **9 Risk of withdrawal of offering and/or cancellation of issue of Securities**

In the case of public offers, the Issuer may provide in the relevant Final Terms that it is a condition of the offer that the Issuer reserves the right to withdraw the offer and/or cancel the issue of Securities at any time. The Issuer may determine to withdraw the offer and/or cancel the issue of Securities for reasons beyond its control, such as extraordinary events, substantial change of the political, financial, economic, legal, monetary or market conditions at national or international level and/or adverse events regarding the financial or commercial position of the Issuer and/or the other relevant events that in the commercially reasonable determination of the Issuer may be prejudicial to the offer and/or issue of the Securities. In such circumstances, the offer will be deemed to be null and void. In such case, where an investor has already paid or delivered subscription monies for the relevant Securities, the investor will be entitled to reimbursement of such amounts, but will not receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and the reimbursement of the Securities.

## **(E) RISKS RELATING TO REFERENCE UNDERLYINGS (“RISK CATEGORY E”)**

The risks set out under in the below sub-sections (1) to (10) of this Risk Category E are the most material risks relating to Reference Underlyings.

### **1 Underlying-linked Securities**

The Securities may be linked to Reference Underlyings, where the amount of principal, distribution, interest and/or premium payable are dependent upon the price or level of, or changes in the price or level of, such Reference Underlyings. In addition, the principal, distribution, interest or premium payable on the Securities may be in one or more currencies which may be different from the currency in which the Securities are denominated. An investment in Underlying-linked Securities may entail significant risks not associated with investments in conventional debt securities. The relevant redemption amount paid by the Issuer in respect of the redemption of Underlying-linked Securities may be less than the amount invested by the investor and may in certain circumstances be zero.

Potential investors in any such Securities should be aware that depending on the terms of the Securities:

- (a) the market price of such Securities may be volatile;
- (b) they may receive no, or a limited amount of, distribution, interest or premium;
- (c) payment of principal, distribution, interest or premium may occur at a different time than expected;
- (d) they may lose all or a substantial portion of their investment;
- (e) the price or level of the relevant Reference Underlying may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (f) if the amount of principal, distribution, interest and/or premium payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price or level of the relevant Reference Underlying on principal, distribution, interest or premium payable will be magnified; and
- (g) the timing of changes in the price or level of the relevant Reference Underlying may affect the actual yield to investors, even if the average price or level is consistent with their expectations. In general, the earlier the change in the price of the relevant Reference Underlying, the greater the effect on yield.

The market price of the Securities may be volatile and may be affected by the time remaining to the redemption date, the volatility of the price or level of the relevant Reference Underlying, the dividend rate (if any) and the financial results and prospects of the issuer or issuers of the relevant Reference Underlyings (or assets constituted thereby) as well as economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such Reference Underlyings may be traded.

### **2 Past performance of a Reference Underlying is not indicative of future performance**

The historical performance of a Reference Underlying should not be viewed as an indication of the future performance of such Reference Underlying during the term of any Securities. Accordingly, potential investors should consult their own financial and legal advisers about the risk entailed by an investment in any Securities and the suitability of such Securities in light of their particular circumstances.

### **3 The effect of averaging on Reference Price and Reference Level**

If the relevant Final Terms for Equity Linked Securities or Index Linked Securities, as the case may be, provide that the Final Redemption Amount shall be determined by reference to the Reference Price or the Reference Level, as applicable, such amount will be determined using averaging. The amount payable on such Securities (whether at maturity or otherwise) will be based on the arithmetic average of the applicable levels, prices, rates or other applicable values of the Reference Underlying(s) on each of the specified averaging dates, and not the simple performance of the Reference Underlying(s) over the term of the Securities. For example, if the applicable level, price, rate or other applicable value of the particular Reference Underlying(s) dramatically surged on the last of five averaging dates, the amount payable on the Securities may be significantly less than it would have been had the amount payable been linked only to the applicable level, price, rate or other applicable value of the particular Reference Underlying(s) on that last averaging date.

### **4 No Rights of Ownership in Reference Underlying**

Potential investors in the Securities should be aware that a Reference Underlying will not be held by the Issuer for the benefit of the Securityholders of such Securities and, as such, Securityholders will have no rights of ownership, including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights with respect to any Reference Underlying referenced by such Securities.

### **5 Adjustment events or other events affecting the Issuer's hedging arrangements or the Reference Underlying(s)**

#### ***5.1 Adjustment or alternative provisions for valuation of a Reference Underlying***

If the Issuer determines that any adjustment events or other events affecting the Issuer's hedging arrangements or the Reference Underlying(s) has occurred which affects the valuation of such Reference Underlying, the Issuer may apply any consequential adjustment of, or any alternative provisions for, valuation of such Reference Underlying provided in the terms and conditions of the Securities, including a postponement in the valuation of such Reference Underlying and/or a determination of the value of such Reference Underlying by the Issuer in its discretion, acting in good faith and in a commercially reasonable manner, each of which may have an adverse effect on the value of the Securities.

#### ***5.2 Issuer determination in respect of a Reference Underlying, adjustment to or early redemption of the Securities and reinvestment risk following such early redemption***

If the Issuer determines that any adjustment events or other events affecting the Issuer's hedging arrangements or the Reference Underlying(s) has occurred, the Issuer may adjust the terms and conditions of the Securities (without the consent of the Securityholders) or may procure the early redemption of the Securities prior to their scheduled maturity date, in each case, in accordance with such terms and conditions and no other amounts shall be payable in respect of the Securities on account of interest or otherwise following such determination by the Issuer. In the event of such early redemption, the Issuer will pay the early redemption amount in respect of the Securities, which will be determined by the Issuer in accordance with the terms and conditions. Potential investors in the Securities should be aware that this early redemption amount may be less than their initial investment. Following any such early redemption of the Securities, Securityholders may not be able to reinvest the proceeds at any effective interest rate as high as the interest rate or yield on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors in the Securities should consider reinvestment risk in light of other investments available at that time.

### **6 Occurrence of Additional Disruption Events**

Additional Disruption Events in respect of a Reference Underlying may include events which result in the Issuer incurring material costs for performing its obligations under the Securities due to a change in applicable law or regulation, the

inability or a materially increased cost of the Issuer and/or its affiliates to maintain or enter into hedging arrangements in respect of such Reference Underlying and the Securities. Subject to the terms and conditions for the Securities which determines the types of Additional Disruption Events which are applicable, upon determining that an Additional Disruption Event has occurred, the Calculation Agent has discretion to make adjustments to the terms of the Securities (without the consent of the Securityholders) or, if the Calculation Agent determines that such adjustments will not produce a commercially reasonable result, the Issuer will redeem the Securities at the Early Redemption Amount.

## **7 Correction of published prices or levels**

In the event that the relevant published prices or levels of a Reference Underlying are subsequently corrected and such correction is published by the entity or sponsor responsible for publishing such prices or levels, subject to such correction and publication occurring prior to a specified cut-off date in respect of the relevant Securities, such corrected prices or levels may be taken into account by the Issuer in any determination in relation to the Securities and/or the Issuer may make adjustments to the terms of the Securities, subject to the provisions of the relevant terms and conditions for the Securities. Where such corrected prices or levels are lower than the original levels or prices, this may have an adverse effect on the value of the Securities.

## **8 Jurisdictional Events**

The amount payable in respect of Securities may be reduced if the value of the proceeds of the Issuer's (or its affiliates') hedging arrangements in relation to the relevant Reference Underlying are reduced as a result of various matters (each described as a "**Jurisdictional Event**") relating to risks connected with the relevant country or countries specified in the terms and conditions of the Securities.

## **9 Credit Quality**

None of the Issuer, the Dealers or any Affiliate makes any representation as to the credit quality of any Reference Entities or any other entities to which any Reference Underlyings relate.

## **10 No direct rights in respect of the Reference Underlyings**

An investment in a Security entitles the Securityholder to certain cash payments calculated by reference to the Reference Underlyings to which the Security is linked. It is not an investment directly in the Reference Underlyings (or assets constituted thereby) themselves. An investment in a Security does not entitle the Securityholder or investor to the Reference Underlyings (or assets constituted thereby) themselves nor to the beneficial interest in such Reference Underlyings (or assets constituted thereby). A Security will not represent a claim against the Reference Entities or any other entities to which such Reference Underlyings relate and, in the event of any loss, a Securityholder or investor will not have recourse under a Security against such entities or against any other assets of such entities.

## **(F) ADDITIONAL RISKS RELATING TO PARTICULAR TYPES OF REFERENCE UNDERLYINGS ("RISK CATEGORY F")**

The risks set out under in the below sub-sections (1) to (6) of this Risk Category F are the most material risks relating to particular types of Reference Underlyings.

### **1 Risks associated with Securities linked to a basket of Reference Underlyings**

The following are particular risks associated with Securities linked to a basket of Reference Underlyings:

- (i) *If the basket constituents are high correlated, any move in the performance of the basket constituents will exaggerate the impact on the value of the Securities*

Correlation of basket constituents indicates the level of interdependence among the individual basket constituents with respect to their performance. If, for example, all of the basket constituents originate from the same sector and the same country, a high positive correlation may generally be assumed. Past rates of correlation may not be determinative of future rates of correlation. Investors should be aware that, though basket constituents may not appear to be correlated based on past performance, they may nevertheless suffer the same negative performance following a general downturn.

- (ii) *The negative performance of a single basket constituent may outweigh a positive performance of one or more other basket constituents*

Even in the case of a positive performance by the other basket constituents, the performance of the basket as a whole may be negative if the performance of the other basket constituents is negative to a greater extent, depending on the terms and conditions of the relevant Securities.

- (iii) *A small basket, or an unequally weighted basket, will generally leave the basket more vulnerable to changes in the value of any particular basket constituent*

The performance of a basket that includes a fewer number of basket constituents will generally be more affected by changes in the value of any particular basket constituent than a basket that includes a larger basket.

- (iv) *A change in composition of a basket may have an adverse effect on basket performance*

Where the terms and conditions of the Securities grant the Issuer the right, in certain circumstances, to adjust the composition of the basket, investors should be aware that any replacement basket constituent may perform differently from the original basket constituent, which may have an adverse effect on the performance of the basket.

## 2 Risks associated with Indices

- (i) *Factors affecting the performance of Indices may adversely affect the value of the Securities*

Indices are comprised of a synthetic portfolio of shares or other assets, and as such, the performance of an Index is dependent upon the macroeconomic factors relating to the shares or other components that comprise such Index, which may include interest and price levels on the capital markets, currency developments, political factors and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy. Any of these factors affecting the performance of shares may in turn adversely affect the market value of and return on the Securities that are linked to such shares (including depositary receipts).

- (ii) *Returns on Securities will not be the same as a direct investment in futures or option on the Index or in the underlying components of the Index*

An investment in the Securities is not the same as a direct investment in futures or option contracts on any one or more Indices nor any or all of the constituents comprised in each relevant Index. In particular, investors will not benefit directly from any positive movements in any Index nor will investors benefit from any profits made as a direct result of an investment in each Index. Accordingly, changes in the performance of any Index may not result in comparable changes in the market value of the Securities.

- (iii) *Loss of return of dividends in respect of most Securities linked to Indices*

The rules of an Index might stipulate that dividends distributed on its components do not lead to a rise in the level of the Index, for example, if it is a “price” index. As a result, holders of Securities linked to such an Index would lose the benefit of any dividends paid by the components of the Index and would underperform a position where they invested directly in such components or where they invested in a “total return” version



of the Index. Even if the rules of the relevant underlying Index provide that distributed dividends or other distributions of the index components are reinvested in the Index and therefore result in raising its level, in some circumstances the dividends or other distributions may not be fully reinvested in such Index.

- (iv) *A change in the composition or discontinuance of an Index could have a negative impact on the value of the Securities*

The sponsor of an Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The changing of the components of an Index may affect the level of such Index as a newly added component may perform significantly worse or better than the component it replaces, which in turn may adversely affect the value of the Securities. The sponsor of an Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Securities and will have no obligation to any investor in such Securities. The sponsor of an Index may take any actions in respect of such Index without regard to the interests of the investor in the Securities, and any of these actions could have an adverse effect on the value of the Securities.

- (v) *Occurrence of Index Adjustment Events*

Upon determining that an Index Adjustment Event has occurred in relation to an Index, the Calculation Agent has the discretion to make certain determinations and adjustments to account for such event including to make adjustments to the terms of the Securities (without the consent of Securityholders) by reference to the rules of futures/ options exchanges on which contracts that may reference the Index or its components may be traded or, if such an approach will not achieve a commercially reasonable result, the Issuer may redeem the Securities at the Early Redemption Amount, any of which determinations may have an adverse effect on the value of the Securities.

### 3 Emerging Markets

Securities may be linked to a Reference Underlying in emerging markets. Emerging markets are located in countries that possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk as further described below.

- (i) *Event Risk*

On occasion, a country or region will suffer an unforeseen catastrophic event (for example, a natural disaster) which causes disturbances in its financial markets, including rapid movements in its currency, that will affect the value of securities in, or which relate to, that country. Furthermore, the value of a Reference Underlying, and in turn, the Securities, and any income derived therefrom, can be affected by global events, including events (political, economic or otherwise) occurring in a country other than that in which the Securities are issued or traded.

- (ii) *Political Risk*

Many emerging markets countries are undergoing, or have undergone in recent years, significant political change which has affected government policy, including the regulation of industry, trade, financial markets and foreign and domestic investment. The relative inexperience with such policies and instability of these political systems leave them more vulnerable to economic hardship, public unrest or popular dissatisfaction with reform, political or diplomatic developments, social, ethnic, or religious instability or changes in

government policies. Such circumstances, in turn, could lead to a reversal of some or all political reforms, a backlash against foreign investment, and possibly even a turn away from a market-oriented economy. For Securityholders, the results may include confiscatory taxation, exchange controls, compulsory re-acquisition, nationalisation or expropriation of foreign-owned assets without adequate compensation or the restructuring of particular industry sectors in a way that could adversely affect investments in those sectors. Any perceived, actual or expected disruptions or changes in government policies of a country, by elections or otherwise, can have a major impact on the value of a Reference Underlying, and in turn, the value of Securities, linked to those countries.

(iii) *Economic Risk*

The economies of emerging markets countries are by their nature in early or intermediate stages of economic development and, therefore, more vulnerable to rising interest rates and inflation. In fact, in many countries, high interest and inflation rates are the norm. Rates of economic growth, corporate profits, domestic and international flows of funds, external and sovereign debt, dependence on international trade, and sensitivity to world commodity prices play key roles in economic development, yet vary greatly from country to country. Businesses and governments in these countries may have a limited history of operating under market conditions. Accordingly, when compared to more developed countries, businesses and governments of emerging markets countries are relatively inexperienced in dealing with market conditions and have a limited capital base from which to borrow funds and develop their operations and economies. In addition, the lack of an economically feasible tax regime in certain countries poses the risk of sudden imposition of arbitrary or excessive taxes, which could adversely affect foreign Securityholders. Furthermore, many emerging markets countries lack a strong infrastructure and banks and other financial institutions may not be well-developed or well regulated. All of the above factors, among others, can affect the proper functioning of the economy and have a corresponding adverse effect on the performance of a Reference Underlying linked to a particular market, and in turn, the Securities.

(iv) *Credit Risk*

Emerging markets sovereign and corporate debt tends to be riskier than sovereign and corporate debt in established markets. Issuers and obligors of debt in these countries are more likely to be unable to make timely coupon or principal payments, thereby causing the underlying debt to go into default. The sovereign debt of some countries is currently in technical default and there are no guarantees that such debt will eventually be restructured (possibly in a Brady Bond-like arrangement) allowing for a more liquid market in that debt. The measure of a company's or government's ability to repay its debt affects not only the market for that particular debt, but also the market for all securities related to that company or country. Additionally, evaluating credit risk for foreign bonds involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult. Many debt securities are simply unrated and may already be in default or considered distressed. There is often less publicly available business and financial information about foreign issuers than those in developed countries. Furthermore, foreign companies are often not subject to uniform accounting, auditing and financial reporting standards. Also, some emerging markets countries may have accounting standards that bear little or no resemblance to, or may not even be reconcilable with, U.S. generally accepted accounting principles.

(v) *Currency Risk*

A Reference Underlying may be denominated in currencies other than U.S. dollars, euro or pounds sterling. The weakening of a country's currency relative to the U.S. dollar or other benchmark currencies will negatively affect the value (in U.S. dollar or such other benchmark currency) of an instrument denominated in that currency. Currency valuations are linked to a host of economic, social and political factors and can fluctuate greatly, even during intra-day trading. Fluctuations in the exchange rate between any Relevant

Currency and the Specified Currency will affect the value of the Securities and the amount payable on redemption of the Securities. In addition, exchange rate fluctuations will affect the U.S. dollar equivalent of any cash dividends or other payments denominated in any Relevant Currency distributed in respect of a Reference Underlying, and, thereby, the level of distribution, interest and/or premium with respect to the Securities (if any).

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. Such controls may include the suspension of the ability to exchange or transfer currency, or the devaluation of the currency. Hedging can increase or decrease the exposure to any one currency, but may not eliminate completely exposure to changing currency values. As a result, an investor may receive a lesser amount on the Securities than expected, or no amount at all.

(vi) *Market Risk*

The emerging equity and debt markets of many emerging markets countries, like their economies, are in the early stages of development. These financial markets generally lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. It is important, therefore, to be familiar with secondary market trading in emerging markets securities and the terminology and conventions applicable to transactions in these markets.

Price volatility in many of these markets can be extreme. Price discrepancies can be common and market dislocation is not uncommon. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. These markets also might not have regulations governing manipulation and insider trading or other provisions designed to “level the playing field” with respect to the availability of information and the use or misuse thereof in such markets. It may be difficult to employ certain risk management practices for emerging markets securities, such as forward currency exchange contracts, stock options, currency options, stock and stock index options, futures contracts and options on futures contracts.

(vii) *Regulatory/Legal Risk*

In emerging markets countries there is generally less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers and issuers than in more developed countries. Whatever supervision is in place may be subject to manipulation or control. Many countries have mature legal systems comparable to those of more developed countries, while others do not. The process of regulatory and legal reform may not proceed at the same pace as market developments, which could result in confusion and uncertainty and, ultimately, increased investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain areas, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that a foreign Securityholder would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. A Securityholder may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in foreign courts.

(viii) *Trade Settlement, Processing and Clearing*

Many emerging markets have different clearance and settlement procedures from those in more developed countries. For many emerging markets securities, there is no central clearing mechanism for settling trades and no central depository or custodian for the safe keeping of securities. Custodians can include domestic and foreign custodian banks and depositories, among others. The registration, record-keeping and transfer of securities may be carried out manually, which may cause delays in the recording of ownership. Where applicable, the Issuer will settle trades in emerging markets securities in accordance with the current market practice developed for such transactions by the Emerging Markets Traders Association (“EMTA”). Otherwise, the transaction may be settled in accordance with the practice and procedure (to the extent applicable) of the relevant market. There are times when settlement dates are extended, and during the interim the market value of a Reference Underlying, and in turn, the Securities linked to such Reference Underlying, may change. Moreover, certain markets have experienced times when settlements did not keep pace with the volume of transactions resulting in settlement difficulties. Because of the lack of standardised settlement procedures, settlement risk is more prominent than in more mature markets. In addition, Securityholders may be subject to operational risks in the event that Securityholders do not have in place appropriate internal systems and controls to monitor the various risks, funding and other requirements to which Securityholders may be subject by virtue of their activities with respect to emerging market securities.

(ix) *Bondholder/Shareholder Risk*

Rules in emerging markets countries regulating the ownership and corporate governance of companies (for example, requiring the disclosure of large ownership positions or governing tender offers by majority shareholders) may not exist or may provide little protection to bondholders and shareholders. Disclosure and reporting requirements in general, from annual and quarterly reports to prospectus content and delivery, may be minimal or non-existent. Anti-fraud and insider trading law is generally not very developed in many emerging markets countries. There may be no prohibitions or restrictions under local law on the ability of management to terminate existing business operations, sell or dispose of assets, or otherwise materially affect the value of the company without the consent of its shareholders. Anti-dilution protection may also be very limited. There may be no fiduciary duty, or a limited concept of fiduciary duty, on the part of management or the directors to the company or to the shareholders as a whole or minority shareholders. Remedies for violations of shareholders’ rights may be difficult to obtain because of the absence of a system of derivative or class action litigation.

#### **4 Securities linked to PRC Reference Underlyings (including ChiNext Shares) listed on PRC Stock Exchanges**

Trading in Securities linked to PRC Reference Underlyings through either the Qualified Foreign Institutional Investor regime (“QFII”), RMB Qualified Foreign Institutional Investor regime (“RQFII”) or the China Connect Service is subject to a number of restrictions including pre-trade checking requirements, daily quotas that apply to Northbound trading through the China Connect Service (in the case of China Connect Service). In addition, the China Connect Service may also be disrupted or terminated and a QFII or RQFII may also lose its qualification.

There are also further regulatory uncertainties that apply in each case, including the taxes to which trades are subject. Each of the above factors may affect Securities with one or more PRC Reference Underlyings.

Furthermore, the Securityholder or investor should note that any exposure to ChiNext Shares involves a high investment risk. In particular, profitability and other financial requirements for listing of shares on the ChiNext Board (operated by the Shenzhen Stock Exchange) (the “**ChiNext Board**”) are less stringent than the Main Board (operated by the Shenzhen Stock Exchange) and the Small and Medium Enterprise Board (operated by the Shenzhen Stock Exchange) of the Shenzhen Stock Exchange. The Securityholder or investor should make the decision to invest in Securities linked to

ChiNext Shares only after due and careful consideration.

Companies listed on the ChiNext Board may include enterprises in the innovation and technology sector as well as other start-up and/or growth enterprises with a smaller operating scale and share capital. Accordingly, the ChiNext Shares may be very volatile and illiquid. In addition, current information on such companies may be limited and may not be widely available.

It may be more common and easier for companies listed on the ChiNext Board to be delisted. The ChiNext Shares may become very illiquid after delisting.

In light of the above, investment in Securities linked to ChiNext Shares may involve significant risk of loss and such Securities shall be made available only to Eligible Investors (as defined in the General Terms and Conditions of the Securities) and any transfer of such Securities shall be made only to Eligible Investors.

## **5 China Government and Regulatory Intervention; Suspension of PRC Reference Underlying traded through QFII regime or China Connect Service**

Securities linked to a PRC Reference Underlying through the QFII regime or China Connect Service may be affected (which may be positive or negative) by the intervention of the Chinese Government and/or regulatory bodies in the China market. Such intervention mechanisms include, but are not limited to, the introduction and/or suspension of circuit breakers to the China stock market, the injection of capital into the China market to provide liquidity and increases or decreases to banks' reserve requirement ratio. PRC Reference Underlyings traded through the QFII regime or China Connect Service may also be more volatile and unstable if such PRC Reference Underlyings are suspended from trading. Such suspension may prolong for a considerable period of time and volatility and settlement difficulties relating to such PRC Reference Underlyings may also result in significant fluctuations in the prices, and may adversely affect the value, of the Securities.

## **6 Securities linked to Indian Reference Underlyings**

The Indian Government has legislated General Anti-Avoidance Rules ("GAAR") in its domestic tax law, under which certain transactions entered into by foreign portfolio investors ("FPIs") registered with SEBI under the FPI Regulations would be taxed if such transactions amounted to "impermissible avoidance agreements" as defined under GAAR. The GAAR guidelines were amended by the Indian Government on 24th June 2016 and a circular was issued on 27th January 2017 clarifying the GAAR guidelines: GAAR will not apply to any income accruing or arising to, or deemed to accrue or arise to, or received or deemed to be received by, any person from a transfer of investments made before 1st April 2017, but the GAAR provisions will apply to any arrangement, irrespective of the date on which it has been entered into, in respect of tax benefits obtained from the arrangement on or after 1st April 2017. Thus income arising on transfer of investments made before that date is not subject to GAAR, but any other income may be subject to GAAR. The scope of GAAR and its impact on transactions done by FPIs is unclear at present and it is possible that Securities with one or more Indian Reference Underlyings may be affected by GAAR.

## **(G) RISKS ASSOCIATED WITH SECURITIES IN CASE OF INSOLVENCY OF THE ISSUER AND IN CONNECTION WITH RESOLUTION MEASURES IN RESPECT OF THE ISSUER ("RISK CATEGORY G")**

The risks set out under in the below sub-sections (1) to (2) of this Risk Category G are the most material risks in case of insolvency of the Issuer and in connection with resolution measures in respect of the Issuer.

**1 Rights of the holders of Securities issued by CS may be adversely affected by FINMA’s broad statutory powers in the case of a restructuring proceeding in relation to CS, including its power to convert such Securities into equity and/or partially or fully write-down such Securities**

Swiss banking laws provide FINMA with broad powers and discretion in the case of resolution procedures with respect to Swiss banks such as CS. In such resolution procedures, FINMA may require the conversion of Securities issued by CS into equity and/or a partial or full write-down of Securities issued by CS. In such case, holders of Securities issued by CS would lose all or some of their investment in such Securities. Where FINMA orders the conversion of Securities issued by CS into equity, the securities received may be worth significantly less than the Securities and may have a significantly different risk profile.

For a description of the current regime under Swiss banking laws as it applies to CS, see “—Recent regulatory developments and proposals—Switzerland” and “—Regulatory framework—Switzerland—Resolution regime” under “Information on the Company—Regulation and supervision” of the Annual Report 2020.

**2 The Hong Kong Financial Institutions (Resolution) Ordinance may adversely affect the Securities**

As CS is subject to and bound by the Financial Institutions (Resolution) Ordinance (Cap.628) of Hong Kong (the “**FIRO**”) in respect of its obligations under the Securities, the exercise of any resolution power by the relevant resolution authority under the FIRO in respect of CS may have a material adverse effect on the value of the Securities, and as a result, Securityholders may not be able to recover all or any amount due under the Securities.

**The amounts payable under the Securities and market value of the Securities may be adversely affected by movements in the reference price or level of the relevant Reference Underlyings or the prevailing Exchange Rate. The amount payable on redemption of the Securities may be less than the amount invested by the investor and may be zero.**

**Prospective purchasers of the Securities should note that the Issuer, or an Affiliate of the Issuer, may agree to purchase a substantial proportion of the Securities as principal. In addition purchasers should be aware that under the terms and conditions of the Securities the Issuer or any Affiliate may purchase the Securities at any time. Such Securities may be held, resold, or cancelled. Purchasers should not therefore make any assumption as to the number of Securities in issue at any one time.**

## DOCUMENTS INCORPORATED BY REFERENCE

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

- (1) The Form 20-F of CSG and CS filed with the SEC on 18th March 2021 (the “**Form 20-F dated 18th March 2021**”), which contains the CSG and CS Annual Report 2020 (the “**Annual Report 2020**”) (available at <https://www.credit-suisse.com/media/assets/corporate/docs/about-us/investor-relations/financial-disclosures/sec-filings/form-20f-2020.pdf>) (which contains, among other things, (i) the audited consolidated balance sheets of CS as of 31st December 2020 and 2019, 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 31st December 2020, and the related notes (the “**Audited 2020 Consolidated Financial Statements**” and the auditors' reports in respect thereof), and (ii) the audited balance sheet, statement of income, statement of changes in equity and notes of CS for the year ended 31st December 2020 (the “**Audited 2020 Parent Financial Statements**”)) identified in the following cross-reference list is incorporated by reference in, and forms part of, this Base Prospectus (any information not listed on the cross-reference list but included in the Annual Report 2020 is not incorporated by reference and is either not relevant for the investor or covered in another part of this Base Prospectus):

*The page numbers below refer to the pages of the PDF file of the Form 20-F dated 18th March 2021*

|  |               |
|--|---------------|
| Definitions .....  | page 6        |
| Sources .....  | page 6        |
| Cautionary statement regarding forward-looking information ..... | page 6        |
| Explanatory note .....   | page 6        |
| Part I .....   | pages 7 – 11  |
| Part II .....  | pages 12 – 13 |
| Part III .....   | page 13       |
| Signatures .....   | page 15       |

*The page numbers below refer to the pages of the PDF file of the Annual Report 2020 exhibited to the Form 20-F dated 18th March 2021*

|  |               |
|--|---------------|
| Cover page .....   | page 17       |
| Key metrics .....  | page 18       |
| Title page .....   | page 19       |
| Table of contents .....  | page 21       |
| I. Information on the company .....  | pages 29 – 62 |
| Credit Suisse at a glance .....  | page 30       |
| Strategy except for the sentences “We also aim to grow our Wealth Management-related income before taxes to between CHF 5.0-5.5 billion in 2023.” on page 31 of the PDF file and “Aim to increase Wealth Management-related income before taxes to between CHF 5.0-5.5 billion in 2023” on page 32 of the PDF file ..... | pages 31 – 36 |

|      |   |                             |
|------|---|-----------------------------|
|      | Divisions .....   | pages 37 – 43               |
|      | Regulation and supervision .....  | pages 44 – 62               |
| II.  | Operating and financial review .....  | pages 77 – 130              |
|      | Operating environment.....  | pages 78 – 80               |
|      | Credit Suisse.....  | pages 81 – 93               |
|      | Swiss Universal Bank.....   | pages 94 – 100              |
|      | International Wealth Management .....   | pages 101 – 108             |
|      | Asia Pacific.....   | pages 109 – 112             |
|      | Investment Bank.....  | pages 113 – 116             |
|      | Corporate Center .....  | pages 117 – 120             |
|      | Assets under management .....   | pages 121 – 123             |
|      | Critical accounting estimates.....  | pages 124 – 130             |
| III. | Treasury, Risk, Balance sheet and Off-balance sheet .....                                       | pages 131 – 200             |
|      | Liquidity and funding management.....   | pages 132 – 139             |
|      | Capital management.....   | pages 140 – 156             |
|      | Risk management .....   | pages 157 – 196             |
|      | Balance sheet and off-balance sheet.....  | pages 197 – 200             |
| IV.  | Corporate Governance .....  | pages 201 – 250             |
|      | Overview .....  | pages 202 – 208             |
|      | Shareholders .....  | pages 208 – 213             |
|      | Board of Directors .....  | pages 214 – 238             |
|      | Executive Board .....   | pages 239 – 246             |
|      | Additional information .....  | pages 247 – 249             |
| V.   | Compensation.....   | pages 251;<br>and 256 – 286 |
|      | Executive Board compensation .....  | pages 256 – 263             |
|      | Group compensation .....  | pages 264 – 272             |
|      | Board of Directors compensation .....   | pages 273 – 277             |
|      | Compensation design .....   | pages 278 – 282             |
|      | Compensation governance.....  | pages 283 – 284             |
|      | Report of the Statutory Auditor .....   | pages 285 – 286             |
| VI.  | Consolidated financial statements—Credit Suisse Group.....                                      | pages 287 – 448             |
|      | Notes to the consolidated financial statements (table of contents) .....                        | page 288                    |
|      | Report of Independent Registered Public Accounting<br>Firm – PricewaterhouseCoopers AG*,**..... | pages 289 – 292             |
|      | Report of the Independent Registered Public Accounting<br>Firm – KPMG AG*.....                  | page 293                    |
|      | Consolidated statements of comprehensive income .....   | page 295                    |
|      | Consolidated balance sheets .....   | pages 296 – 297             |
|      | Consolidated statements of changes in equity .....  | pages 298 – 299             |
|      | Consolidated statements of cash flows .....   | pages 300 – 301             |
|      | Supplemental cash flow information.....   | page 301                    |
|      | Notes to the consolidated financial statements .....  | pages 302 – 447             |
|      | Summary of significant accounting policies.....   | pages 302 – 310             |
|      | Litigation .....  | pages 422 – 433             |
|      | Condensed consolidating statements of operations .....  | pages 437 – 439             |
|      | Condensed consolidating statements of comprehensive income .....                                | pages 437 – 439             |
|      | Condensed consolidating balance sheets .....  | pages 440 – 441             |
|      | Condensed consolidating statements of cash flows .....  | pages 442 – 444             |
|      | Controls and procedures .....   | page 448                    |
| VII. | Parent company financial statements—Credit Suisse Group.....                                    | page 449 – 466              |
|      | Notes to the consolidated financial statements (table of contents).....                         | page 450                    |



|  |                 |
|--|-----------------|
| Parent company financial statements; including .....   | page 453 – 466  |
| Statements of income .....   | page 453        |
| Balance sheets .....   | page 453        |
| Notes to the financial statements .....  | pages 454 – 465 |
| Proposed appropriation of retained earnings and capital distribution.....                      | page 466        |
| VIII. Consolidated financial statements—Credit Suisse (Bank) .....                             | pages 467 – 545 |
| Notes to the consolidated financial statements (table of contents) .....                       | page 468        |
| Report of Independent Registered Public Accounting<br>Firm PricewaterhouseCoopers AG*,** ..... | pages 469 – 472 |
| Report of the Independent Registered Public Accounting<br>Firm – KPMG AG* .....                | Page 473        |
| Consolidated financial statements, including .....   | pages 475 – 545 |
| Consolidated statements of operations .....  | page 475        |
| Consolidated statements of comprehensive income .....  | page 475        |
| Consolidated balance sheets .....  | pages 476 – 477 |
| Consolidated statements of changes in equity .....   | pages 478 – 479 |
| Consolidated statements of cash flows .....  | pages 480 – 481 |
| Supplemental cash flow information .....   | page 481        |
| Notes to the consolidated financial statements .....   | pages 482 – 545 |
| Controls and procedures .....  | page 546        |
| IX. Parent company financial statements—Credit Suisse (Bank) .....                             | pages 547 – 584 |
| Notes to the financial statements (table of contents) .....                                    | page 548        |
| Parent company financial statements; including .....   | pages 551 – 583 |
| Statements of income .....   | page 551        |
| Balance sheets .....   | page 552        |
| Off-balance sheet transactions.....  | page 553        |
| Statement of changes in equity .....   | page 553        |
| Notes to the financial statements .....  | pages 554 – 583 |
| Proposed appropriation of retained earnings and capital distribution.....                      | page 584        |
| X. Additional information.....   | pages 585 - 602 |
| Statistical information .....  | pages 586 – 597 |
| Other information .....  | pages 598 – 602 |
| Appendix .....   | pages 603 – 605 |
| Selected five-year information .....   | pages 604 – 605 |
| Cautionary statement regarding forward-looking information .....                               | page 615        |

- (2) The Form 6-K of CSG and CS filed with the SEC on 6th April 2021 (the “**Form 6-K dated 6th April 2021**”) (which contains (1) an update to the CSG 2020 Compensation Report, (2) a media release titled “*Board of Directors announces adjusted proposals for the 2021 Annual General Meeting of Shareholders as well as an update to the 2020 Compensation Report and changes to the Executive Board of Credit Suisse Group*”) (available at <https://www.credit-suisse.com/media/assets/about-us/docs/investor-relations/financial-regulatory-disclosures/regulatory-disclosures/company-registration-documents/form-6-k-dated-6-april-2021.pdf>).

All of the information in the Form 6-K dated 6th April 2021 identified in the following cross-reference list is incorporated by reference in, and forms part of, this Base Prospectus (any information not listed on the cross-reference list but included in the Form 6-K dated 6th April 2021 is not incorporated by reference and is either not relevant for the investor or covered in another part of this Base Prospectus);

*The page numbers below refer to the pages of the PDF file of the Form 6-K dated 6th April 2021*

|   |              |
|---|--------------|
| Cover page.....   | pages 1 – 4  |
| Exhibit 99.1 “Update to the 2020 Compensation Report dated April 6, 2021”.....                    | pages 5 – 7  |
| Exhibit 99.2 “Media Release dated April 6, 2021 regarding Board of Directors announcements” ..... | pages 8 – 12 |

- (3) The Form 6-K of CSG and CS filed with the SEC on 22nd April 2021, including the Credit Suisse Earnings Release 1Q21 (the “**Earnings Release 1Q21**”) exhibited thereto (which contains the unaudited condensed consolidated balance sheets of CS as of 31st March 2021, and the related unaudited condensed consolidated statements of operations, comprehensive income and changes in equity for the three-month periods ended 31st March 2021 and 31st March 2020) (the “**Form 6-K dated 22nd April 2021**”) (available at <https://www.credit-suisse.com/media/assets/corporate/docs/about-us/investor-relations/financial-disclosures/sec-filings/2021-q1-6k-group-bank-2204.pdf>).

All of the information in the Form 6-K dated 22nd April 2021 and the Earnings Release 1Q21 exhibited thereto identified in the following cross-reference lists is incorporated by reference in, and forms part of, this Base Prospectus (any information not listed on the cross-reference list but included in either the Form 6-K dated 22nd April 2021 or the Earnings Release 1Q21 is not incorporated by reference and is either not relevant for the investor or covered in another part of this Base Prospectus);

*The page numbers below refer to the pages of the PDF file of the Form 6-K dated 22nd April 2021*

|                                      |               |
|--------------------------------------|---------------|
| Cover page.....                      | page 1        |
| Explanatory note.....                | page 2        |
| Forward-looking statements.....      | page 2        |
| Group and Bank differences.....      | pages 3 – 4   |
| Selected financial data – Bank.....  | pages 4 – 5   |
| Exhibit.....                         | page 6        |
| Signatures .....                     | page 7        |
| <br>                                 |               |
| Cover page.....                      | page 8        |
| Key metrics.....                     | page 9        |
| Credit Suisse.....                   | pages 10 – 18 |
| Swiss Universal Bank.....            | pages 19 –24  |
| International Wealth Management..... | pages 25 –31  |
| Asia Pacific.....                    | pages 32 – 35 |
| Investment Bank.....                 | pages 36 – 38 |
| Corporate Center.....                | pages 39 – 41 |
| Assets under management.....         | page 42       |
| Additional financial metrics.....    | page 43       |
| Important information.....           | page 44       |
| Appendix.....                        | pages 45 – 54 |

- (4) The Form 6-K of CSG and CS filed with the SEC on 30th April 2021 (the “**Form 6-K dated 30th April 2021**”), (which contains a media release titled “*Changes to the Board of Directors of Credit Suisse Group*”) (available at <https://www.credit-suisse.com/media/assets/about-us/docs/investor-relations/financial-regulatory-disclosures/regulatory-disclosures/company-registration-documents/form-6-k-dated-30-april-2021.pdf>).

All of the information in the Form 6-K dated 30th April 2021 identified in the following cross-reference list is incorporated by reference in, and forms part of, this Base Prospectus (any information not listed on the cross-

reference list but included in the Form 6-K dated 30th April 2021 is not incorporated by reference and is either not relevant for the investor or covered in another part of this Base Prospectus);

*The page numbers below refer to the pages of the PDF file of the Form 6-K dated 30th April 2021*

Whole document..... pages 1 – 5

- (5) The Second Form 6-K of CSG and CS filed with the SEC on 30th April 2021 (the “**Second Form 6-K dated 30th April 2021**”) (which contains a media release titled “*Shareholders approve all proposals put forward at the Annual General Meeting of Credit Suisse Group AG and elect António Horta-Osório as new Chairman of the Board of Directors*”) (available at <https://www.credit-suisse.com/media/assets/about-us/docs/investor-relations/financial-regulatory-disclosures/regulatory-disclosures/company-registration-documents/second-form-6-k-dated-30-april-2021.pdf>).

All of the information in the Second Form 6-K dated 30th April 2021 identified in the following cross-reference list is incorporated by reference in, and forms part of, this Base Prospectus (any information not listed on the cross-reference list but included in the Second Form 6-K dated 30th April 2021 is not incorporated by reference and is either not relevant for the investor or covered in another part of this Base Prospectus);

*The page numbers below refer to the pages of the PDF file of the Second Form 6-K dated 30th April 2021*

Whole document except for the sentence “*All of the voting results, together with the speeches of Urs Rohner, outgoing Chairman of the Board of Directors, António Horta-Osório, newly elected Chairman of the Board of Directors and Thomas Gottstein, Chief Executive Officer, are available online at: [www.credit-suisse.com/agm](http://www.credit-suisse.com/agm).*” and the information under the heading “*Biographies of the new Chairman and the new members of the Board of Directors*”. ..... pages 1 – 10

- (6) The Form 6-K of CSG and CS filed with the SEC on 6th May 2021, including the Credit Suisse Financial Report 1Q21 (the “**Financial Report 1Q21**”) exhibited thereto (the “**Form 6-K dated 6th May 2021**”) (available at <https://www.credit-suisse.com/media/assets/corporate/docs/about-us/investor-relations/financial-disclosures/sec-filings/2021-q1-6k-group-bank-0605.pdf>).

All of the information in the Form 6-K dated 6th May 2021 and the Financial Report 1Q21 exhibited thereto identified in the following cross-reference lists are incorporated by reference in, and forms part of, this Base Prospectus (any information not listed on the cross-reference list but included in either the Form 6-K dated 6th May 2021 or the Financial Report 1Q21 is not incorporated by reference and is either not relevant for the investor or covered in another part of this Base Prospectus):

*The page numbers below refer to the pages of the PDF file of the Form 6-K dated 6th May 2021*

Cover page..... page 1  
Explanatory note ..... page 2  
Forward-looking statements ..... page 2

|                  |        |
|------------------|--------|
| Exhibits.....    | page 3 |
| Signatures ..... | page 4 |

*The page numbers below refer to the pages of the PDF file of the Financial Report 1Q21 exhibited to the Form 6-K dated 6th May 2021*

|      |   |                |
|------|---|----------------|
|      | Cover page.....   | page 6         |
|      | Key metrics.....  | page 7         |
|      | Table of Contents .....   | page 8         |
|      | Credit Suisse at a glance .....   | page 9         |
| I.   | Credit Suisse results .....   | page 10        |
|      | Operating environment .....   | pages 11 – 12  |
|      | Credit Suisse .....   | pages 13 – 23  |
|      | Swiss Universal Bank .....  | pages 24 – 29  |
|      | International Wealth Management .....   | pages 30 – 36  |
|      | Asia Pacific.....   | pages 37 – 40  |
|      | Investment Bank.....  | pages 41 – 43  |
|      | Corporate Center .....  | pages 44 – 46  |
|      | Assets under management.....  | pages 47 – 49  |
| II.  | Treasury, risk, balance sheet and off-balance sheet .....                                     | page 50        |
|      | Liquidity and funding management.....   | pages 51 – 55  |
|      | Capital management .....  | pages 56 – 64  |
|      | Risk management .....   | pages 65 – 72  |
|      | Balance sheet and off-balance sheet.....  | pages 73 – 75  |
| III. | Condensed consolidated financial statements – unaudited.....                                  | page 76        |
|      | Notes to the condensed consolidated financial statements– unaudited (table of contents) ..... | page 77        |
|      | Report of the Independent Registered Public Accounting Firm.....                              | page 78        |
|      | Condensed consolidated financial statements – unaudited .....                                 | pages 80 – 150 |
|      | Notes to the condensed consolidated financial statements – unaudited .....                    | pages 87 – 150 |
|      | List of abbreviations .....   | page 151       |
|      | Cautionary statement regarding forward-looking information .....                              | page 154       |

- (7) The Form 6-K of CSG and CS filed with the SEC on 29th July 2021, including the Credit Suisse Financial Report 2Q21 (the “**Financial Report 2Q21**”) and the Credit Suisse (Bank) Financial Statements 6M21 (the “**Financial Statements 6M2021**”) exhibited thereto (the “**Form 6-K dated 29th July 2021**”) (available at <https://www.credit-suisse.com/media/assets/corporate/docs/about-us/investor-relations/financial-disclosures/sec-filings/2021-q2-6k-group-bank-2907.pdf%20>).

All of the information in the Form 6-K dated 29th July 2021 and the Financial Report 2Q21 exhibited thereto identified in the following cross-reference lists are incorporated by reference in, and forms part of, this Base Prospectus (any information not listed on the cross-reference list but included in either the Form 6-K dated 29th July 2021 or the Financial Report 2Q21 is not incorporated by reference and is either not relevant for the investor or covered in another part of this Base Prospectus):

*The page numbers below refer to the pages of the PDF file of the Form 6-K dated 29th July 2021*

|                  |        |
|------------------|--------|
| Cover page ..... | page 1 |
|------------------|--------|

|  |             |
|--|-------------|
| Explanatory note .....                             | page 2      |
| Forward-looking statements .....                   | page 2      |
| Operating and financial review and prospects ..... | pages 3 – 7 |
| Group and Bank differences .....                   | pages 8 – 9 |
| Exhibits.....                                      | page 10     |
| Signatures .....                                   | page 11     |

*The page numbers below  
refer to the pages of the  
PDF file of the Financial  
Report 2Q21 exhibited to  
the Form 6-K dated 29th  
July 2021*

|      |  |                 |
|------|--|-----------------|
|      | Cover page.....  | page 15         |
|      | Key metrics.....   | page 16         |
|      | Table of Contents .....  | page 17         |
|      | Credit Suisse at a glance .....  | page 18         |
| I.   | Credit Suisse results .....  | page 19         |
|      | Operating environment .....  | pages 20 – 21   |
|      | Credit Suisse .....  | Pages 22 – 34   |
|      | Swiss Universal Bank .....   | pages 35 – 41   |
|      | International Wealth Management .....  | pages 42 – 45   |
|      | Asia Pacific.....  | pages 46 – 49   |
|      | Asset Management .....   | pages 50 – 52   |
|      | Investment Bank.....   | pages 53 – 56   |
|      | Corporate Center .....   | pages 57 – 59   |
|      | Assets under management.....   | pages 60 – 62   |
| II.  | Treasury, risk, balance sheet and off-balance sheet .....  | page 63         |
|      | Liquidity and funding management.....  | pages 64 – 68   |
|      | Capital management .....   | pages 69 – 77   |
|      | Risk management .....  | pages 78 – 87   |
|      | Balance sheet and off-balance sheet.....   | pages 88 – 90   |
| III. | Condensed consolidated financial statements – unaudited.....                                     | page 91         |
|      | Notes to the condensed consolidated financial statements– unaudited (table<br>of contents) ..... | page 92         |
|      | Report of the Independent Registered Public Accounting Firm.....                                 | page 93         |
|      | Condensed consolidated financial statements – unaudited .....                                    | pages 95 – 102  |
|      | Notes to the condensed consolidated financial statements – unaudited .....                       | pages 103 – 169 |
|      | List of abbreviations .....  | page 170        |
|      | Cautionary statement regarding forward-looking information .....                                 | page 173        |

*The page numbers below  
refer to the pages of the  
PDF file of the Financial  
Statements 6M2021  
exhibited to the Form 6-K  
dated 29th July 2021*

|  |  |                |
|--|--|----------------|
|  | Cover page.....  | page 175       |
|  | Notes to the condensed consolidated financial statements– unaudited (table<br>of contents) ..... | page 176       |
|  | Report of the Independent Registered Public Accounting Firm.....                                 | page 177       |
|  | Consolidated statements of operations (unaudited) .....  | pages 179      |
|  | Consolidated statements of comprehensive income (unaudited).....                                 | pages 179      |
|  | Consolidated balance sheets (unaudited).....   | page 180 – 181 |

|  |                |
|--|----------------|
| Consolidated statements of changes in equity (unaudited).....              | page 182       |
| Consolidated statements of cash flows (unaudited).....                     | page 183 – 184 |
| Notes to the condensed consolidated financial statements - unaudited ..... | page 185 – 232 |

- (8) The Form 6-K of CSG and CS filed with the SEC on 29th July 2021, which contains Exhibit 99.1 titled “Media Release dated July 29, 2021 regarding the report of the independent external investigation into Archegos Capital Management” and Exhibit 99.2 titled “Report of the independent external investigation into Archegos Capital Management” (the **Second Form 6-K dated 29th July 2021**) (available at <https://www.credit-suisse.com/media/assets/about-us/docs/investor-relations/financial-regulatory-disclosures/regulatory-disclosures/company-registration-documents/second-form-6-k-dated-29-july-2021.pdf%20ht>).

All of the information in the Second Form 6-K dated 29th July 2021, together with Exhibit 99.1 titled “Media Release dated July 29, 2021 regarding the report of the independent external investigation into Archegos Capital Management” and Exhibit 99.2 titled “Report of the independent external investigation into Archegos Capital Management” exhibited thereto, excluding the sentences “In order to access the full Paul, Weiss report and the Credit Suisse Suisse summary of actions taken, click on [www.credit-suisse.com/archegos](http://www.credit-suisse.com/archegos)” and “Further information about Credit Suisse can be found at [www.credit-suisse.com](http://www.credit-suisse.com)” is incorporated by reference in, and forms part of, this Base Prospectus.

- (9) The articles of association of CS (in an English translation of the original German language version) are incorporated by reference herein and are available at <https://www.credit-suisse.com/media/assets/about-us/docs/our-company/our-governance/cs-articles-of-association-en.pdf>.
- (10) (a) The Terms and Conditions of the Securities on pages 54 to 103 of the base prospectus of the Issuer dated 17th December 2009 (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-17-December-2009.pdf>); (b) the Terms and Conditions of the Securities on pages 61 to 114 of the base prospectus of the Issuer dated 16th December 2010 (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-16-December-2010.pdf>); (c) the Terms and Conditions of the Securities on pages 62 to 116 of the base prospectus of the Issuer dated 25th July 2011 (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-25-July-2011.pdf>); (d) the Terms and Conditions of the Securities on pages 71 to 132 of the base prospectus of the Issuer dated 27th June 2012 (the “**2012 Base Prospectus**”) (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-27-June-2012.pdf>); (e) the Terms and Conditions of the Securities on pages 89 to 147 of the base prospectus of the Issuer dated 12th August 2013 (the “**2013 Base Prospectus**”) (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-12-August-2013.pdf>); (f) the Terms and Conditions of the Securities on pages 94 to 147 of the base prospectus of the Issuer dated 14th August 2014 (the “**2014 Terms and Conditions**” and the “**2014 Base Prospectus**”, respectively) (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-14-August-2014.pdf>); (g) the Terms and Conditions of the Securities on pages 96 to 156 of the base prospectus of the Issuer dated 14th August 2015 (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-14-August-2015.pdf>); (h) the Terms and Conditions of the Securities on pages 97 to 160 of the base prospectus of the Issuer dated 12th August 2016 (the “**2016 Terms and Conditions**” and the “**2016 Base Prospectus**”, respectively) (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-12-August-2016.pdf>); (i) the Terms and Conditions of the Securities on pages 101 to 174 of the base prospectus of the Issuer dated 14th August 2017 (the “**2017 Terms and Conditions**” and the “**2017 Base Prospectus**”, respectively) (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-14-August-2017.pdf>); (j) the Terms and Conditions of the Securities on pages 105 to 180 of the base prospectus of the Issuer dated 10th July 2018 (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-10-July-2018.pdf>); (k) the Terms and Conditions of the Securities on pages 109 to 199 of the base prospectus of the Issuer dated 9th July 2019 (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-9-July-2019.pdf>) and (l) the Terms and Conditions of the Securities on pages 76 to 163 of the base prospectus of the Issuer dated 21st July 2020 (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Base-Prospectus-CS-P-Note-Programme-21-July-2020.pdf>).

- (11) (a) The amendments to the 2014 Terms and Conditions as set out under the headings “General Terms and Conditions of the Securities”, “Schedule 1: Provisions Relating to Equity Linked Securities” and “Schedule 2: Provisions Relating to Index Linked Securities” on pages 5 to 14 of the supplement dated 16th October 2014 to the 2014 Base Prospectus (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Supplement-No1-to-the-Base-Prospectus-16-October-2014.pdf>); (b) the amendments to the 2014 Terms and Conditions as set out under the heading “Amendments to Condition 7” on pages 2 to 3 of the supplement dated 27th January 2015 to the 2014 Base Prospectus (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Supplement-No4-to-the-Base-Prospectus-27-January-2015.pdf>); (c) the amendments to the 2016 Terms and Conditions as set out under the heading “General Terms and Conditions of the Securities” on pages 4 to 5 of the supplement dated 14th November 2016 to the 2016 Base Prospectus (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Supplement-No2-to-the-Base-Prospectus-14-November-2016.pdf>); (d) the amendments to the 2016 Terms and Conditions as set out under the headings “General Terms and Conditions of the Securities”, “Schedule 1: Provisions Relating to Equity Linked Securities” and “Schedule 2: Provisions Relating to Index Linked Securities” on pages 3 to 5 of the supplement dated 18th November 2016 to the 2016 Base Prospectus (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Supplement-No3-to-the-Base-Prospectus-18-November-2016.pdf>); (e) the amendments to the 2016 Terms and Conditions as set out under the heading “General Terms and Conditions of the Securities” on pages 8 to 18 of the supplement dated 12th April 2017 to the 2016 Base Prospectus (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Supplement-No8-to-the-Base-Prospectus-12-April-2017.pdf>); (f) the amendments to the 2016 Terms and Conditions as set out under the heading “General Terms and Conditions of the Securities” on pages 6 to 7 of the supplement dated 16th May 2017 to the 2016 Base Prospectus (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Supplement-No9-to-the-Base-Prospectus-16-May-2017.pdf>); and (g) the amendments to the 2017 Terms and Conditions as set out under the heading “General Terms and Conditions of the Securities” on pages 5 to 6 of the supplement dated 10th November 2017 to the 2017 Base Prospectus (available at <https://www.credit-suisse.com/media/assets/legal/hk/p-notes-base-prospectus/Supplement-No1-to-the-Base-Prospectus-10-November-2017.pdf>).

Any information and supplements, other than the Terms and Conditions of the Securities sections in these base prospectuses and any parts of any supplements supplementing the Terms and Conditions of the Securities sections in such base prospectuses specified above, are **not** incorporated by reference; such information and such supplements are either not relevant to the investor or covered elsewhere in this Base Prospectus.

Following the publication of this Base Prospectus, a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Securities, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Securities.

## FORM OF FINAL TERMS

*Set out below is the form of Final Terms that are applicable to Securities which are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access.*

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

<sup>2</sup> **[Prohibition of Sales to UK Retail Investors –** The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the **UK**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the UK Financial Services and Markets Act 2000, as amended (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of “retained EU law”, as defined in the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of “retained EU law”, as defined in the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of “retained EU law”, as defined in the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

<sup>3</sup> **[MiFID II product governance / Professional investors and ECPs only–** Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in [the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, “**MiFID II**”)] [MiFID II]; and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. *[Consider any negative target market]*<sup>4</sup>. Any person subsequently offering, selling or recommending the Securities (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

<sup>5</sup> **[UK MIFIR product governance / target market: Professional investors and ECPs only –** Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the

<sup>1</sup> Include where Part A paragraph 38 (Prohibition of sales to EEA retail investors) of the Final Terms specifies “Applicable”.

<sup>2</sup> Include where Part A paragraph 39 (Prohibition of sales to UK retail investors) of the Final Terms specifies “Applicable”.

<sup>3</sup> Legend to be included on front of the Final Terms if following the ICMA 1 “all bonds to all professionals” target market approach.

<sup>4</sup> ICMA 1 and ICMA 2 approaches envisage that a negative target market will be unlikely. If a negative target market is deemed necessary, wording along the following lines could be included: “*The target market assessment indicates that Securities are incompatible with the needs, characteristic and objectives of clients which are [fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested].*”

<sup>5</sup> Legend to be included on front of the Final Terms if following the ICMA 1 “all bonds to all professionals” target market approach.



Securities has led to the conclusion that: (i) the target market for the Securities is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]<sup>4</sup>. Any person subsequently offering, selling or recommending the Securities (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

<sup>6</sup>[**Notification under Section 309B(1)(c) of The Securities and Futures Act (Chapter 289) of Singapore (as amended or modified from time to time)** – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (as amended or modified from time to time, the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Securities, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in the Monetary Authority of Singapore (the “**MAS**”) Notice SFA 04-N12: Notice on the Sale of Investment Products and in the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Unless otherwise exempted under the CMP Regulations 2018, prior to the offer of any Securities, the Issuer will provide written notice in accordance with Section 309B(1)(c) of the SFA to the Dealers if (a) there is a change in the classification of the Securities as capital markets products other than prescribed capital markets products and Specified Investment Products or (b) there are any other dealers who are not Dealer(s) at launch of the offering.]

<sup>7</sup>[Without prejudice to any other Singapore tax exemption which may be applicable to payments made by licensed banks in Singapore (such as the Issuer), where Securities are “qualifying debt securities” for the purposes of the Income Tax Act, Chapter 134 of Singapore (the “**ITA**”):

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the ITA shall not apply if such person acquires such Securities using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Securities is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

<sup>6</sup> Legend to be included on front of the Final Terms if the Securities sold into Singapore do not constitute prescribed capital markets products as defined under the CMP Regulations 2018.

<sup>7</sup> Legend to be included on front of the Final Terms if the Securities are sold by the Issuer acting through its Singapore branch and are intended to be “qualifying debt securities” (as defined in the Income Tax Act, Chapter 134 of Singapore).

[Date]

**CREDIT SUISSE AG***(acting through its [Nassau]/[Singapore] Branch)***Legal Entity Identifier (LEI): ANGGYXNX0JLX3X63JN86**

**Issue of [Aggregate Nominal Amount or Aggregate Issue Size of Tranche] [Title of Securities] due in [Maturity Year] linked to shares of [Reference Underlying] under the Programme for the issue of Underlying-linked Securities**

**[(to be consolidated and form a single series with the issue by Credit Suisse AG, acting through its [Nassau]/[Singapore] branch, of [Aggregate Nominal Amount or Aggregate Issue Size of Previous Tranche] [Title of Securities])]<sup>8</sup>**

The Securities will only be admitted to trading on *[insert name of relevant QI market/segment]*, which is *[an EEA regulated market/a specific segment of an EEA regulated market]* (as defined in MiFID II), to which only qualified investors (as defined in the Prospectus Regulation) can have access and shall not be offered or sold to non-qualified investors.

**PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated 16th August 2021 [, as supplemented by [the Supplement[s] thereto dated *[date(s)]* and] any [further] supplements up to, and including, the [Issue Date][date on which the listing of the Securities is effective]]<sup>9</sup> (the “**Base Prospectus**”) which together constitute a base prospectus for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all relevant information. These Final Terms and the Base Prospectus are published on the website of [the Luxembourg Stock Exchange at [www.bourse.lu](http://www.bourse.lu)][Euronext Dublin at [www.ise.ie](http://www.ise.ie)].

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Conditions**”) set forth in the Base Prospectus[es] dated [17th December 2009][16th December 2010][25th July 2011][27th June 2012][12th August 2013][14th August 2014][14th August 2015][12th August 2016][14th August 2017][10th July 2018][9th July 2019][21st July 2020][, as supplemented by the Supplement[s] thereto dated *[date(s)]*]<sup>10</sup> (the “**Original Base Prospectus[es]**”). This document constitutes the Final Terms of the Securities described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 16th August 2021, as supplemented by [the Supplement[s] thereto dated *[date(s)]* and] any [further] supplements up to, and including, the [Issue Date][date on which the listing of the Securities is effective] (the “**Base Prospectus**”) which together constitute a base prospectus for the purposes of the Prospectus Regulation, save in respect of the Conditions which are extracted from the Original Base Prospectus[es]. Furthermore, notwithstanding anything provided in the Base Prospectus and the Conditions, any references to Floating Rate and Floating Rate Securities Provisions in the Final Terms shall be disregarded and deemed not applicable for any Securities issued

<sup>8</sup> Include this for further issues.

<sup>9</sup> Please ensure that all known Supplements as at the date of the Final Terms are listed out in full.

<sup>10</sup> Where the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date, please ensure the relevant Supplements to such tranche and/or Base Prospectus are listed out in full.

with a Maturity Date exceeding 31 December 2021. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms, the Original Base Prospectus[es] and the Base Prospectus. These Final Terms, the Original Base Prospectus[es] and the Base Prospectus are published on the website of [the Issuer at <https://derivative.credit-suisse.com>][the Luxembourg Stock Exchange at [www.bourse.lu](http://www.bourse.lu)][Euronext Dublin at <https://www.euronext.com/en/markets/dublin>].

*[The form of Final Terms should not reflect additional information beyond the information contained in the body of the Base Prospectus. Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Final Terms.]*

*[When adding any other final terms or information, consideration should be given as to whether such terms or information constitutes “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.]*

[The Securities issued under these Final Terms are to be consolidated and form a single series with the *[insert original issue currency and amount]* securities due *[insert original issue maturity date]* issued on *[date]* with *[security identification codes e.g. ISIN]*.]<sup>11</sup>

- |   |                           |   |
|---|---------------------------|---|
| 1 | (i) Series Number:        | [●]   |
|   | (ii) Tranche Number:      | [●]   |
| 2 | (i) Specified Currency:   | [●]   |
|   |                           | <i>(If the Securities are issued by Credit Suisse AG, Singapore Branch, and the Specified Currency is SGD, the Securities should either have (a) a maturity period of at least 12 months or (b) a denomination of at least SGD 200,000; otherwise, check with CS Legal/COO)</i> |
|   | (ii) Relevant Currency:   | [●]   |
| 3 | Trading Method:           | [Securities][Nominal Amount]  |
| 4 | Aggregate Nominal Amount: | [Not Applicable] <sup>12</sup>  |
|   |                           | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>   |
|   | – Tranche:                | [●]   |
|   | – Series:                 | [●]   |
| 5 | Aggregate Issue Size:     | [Not Applicable] <sup>13</sup>  |
|   |                           | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>   |
|   | – Tranche:                | [●] [Security(ies)]   |
|   | – Series:                 | [●] [Security(ies)]   |
| 6 | (i) Issue Price:          | [●] [per Security]  |
|   |                           | [plus accrued interest from <i>[insert date]</i> (in the case of fungible issues only, if applicable)]  |

<sup>11</sup> Insert for further issuance of Securities.

<sup>12</sup> Insert this if Trading Method is specified as “Securities”.

<sup>13</sup> Insert this if Trading Method is specified as “Nominal Amount”.

|    |                                      |  |
|----|--------------------------------------|--|
|    | (ii) New Issue Price:                | [●] [per Security] [Not Applicable]  |
| 7  | Specified Denomination(s):           | [●]<br>[Not Applicable. The Securities are transferable in a minimum number of [●] Security(ies) (equivalent to a nominal amount of [●]).] <sup>14</sup> |
| 8  | Minimum tradeable size:              | [●]<br>[Not Applicable. The Securities are transferrable in a nominal amount of [●].] <sup>15</sup>  |
| 9  | (i) Issue Date:                      | [●]  |
|    | (ii) Trade Date:                     | [●]  |
| 10 | Maturity Date:                       | [●] [subject to Condition 5(n) ( <i>Exercise Rights of the Securities</i> )]   |
| 11 | Distribution/Interest/Premium Basis: | [Distribution]<br>[Interest - Fixed Rate]<br>[Interest - Floating Rate]<br>[Premium]<br>[Not Applicable]   |
| 12 | Put/Call Options:                    | [Investor Put]<br>[Issuer Call]<br>[Not Applicable]  |
| 13 | Method of distribution:              | [Syndicated/Non-syndicated]  |

## PROVISIONS RELATING TO DISTRIBUTION, INTEREST AND PREMIUM

|    |   |  |
|----|---|--|
| 14 | <b>Distribution Payment Amounts</b>     | [Applicable/Not Applicable]<br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
|    | (i) Distribution Payment Dates:         | [●] [As specified in Condition 3(a) ( <i>Distribution on Participation Securities</i> ).]                        |
| 15 | <b>Fixed Rate Securities Provisions</b> | [Applicable/Not Applicable]<br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
|    | (i) Rate[(s)] of Interest:              | [●] per cent. per annum  |
|    | (ii) Interest Commencement Date:        | [●]<br><i>(Specify if different from the Issue Date)</i>   |
|    | (iii) Interest Payment Date(s):         | [[●] in each year/[●]]   |
|    | (iv) Interest Amount(s):                | [●] per [Specified Denomination/[●] in nominal amount/[●] Security(ies)]   |
|    | (v) Broken Amount(s):                   | [[●] in respect of the initial Interest Period]  |

<sup>14</sup> Insert this if Trading Method is specified as "Securities".

<sup>15</sup> Insert this if Trading Method is specified as "Nominal Amount".

|    |  |   |
|----|--|---|
|    |  | [[●] in respect of the final Interest Period]   |
|    | (vi) Day Count Fraction:                                 | [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual – ICMA]   |
|    | (vii) Determination Date(s):                             | [Not Applicable]<br><br>[[●] in each year ( <i>insert regular interest payment dates, ignoring the Maturity Date in the case of a long or short last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual – ICMA</i> )] |
| 16 | <b>Floating Rate Securities Provisions</b>               | [Applicable/Not Applicable]<br><br>(If not applicable, delete the remaining sub-paragraphs of this paragraph)   |
|    | (i) Interest Period(s)/Specified Interest Payment Dates: | [●]   |
|    | (ii) Interest Commencement Date:                         | [Issue Date][●]<br>(Specify if different from the Issue Date)   |
|    | (iii) ISDA Determination:                                |   |
|    | – Floating Rate Option:                                  | [●]   |
|    | – Designated Maturity:                                   | [●]   |
|    | – Reset Date:  | [●]   |
|    | (iv) Margin(s):  | [+/-] [●] per cent. per annum   |
|    | (v) Minimum Rate of Interest:                            | [●] per cent. per annum   |
|    | (vi) Maximum Rate of Interest:                           | [●] per cent. per annum   |
|    | (vii) Day Count Fraction:                                | [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual – ICMA]   |
|    | (viii) Determination Date(s):                            | [Not Applicable]<br><br>[[●] in each year ( <i>insert regular interest payment dates, ignoring the Maturity Date in the case of a long or short last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual – ICMA</i> )] |
|    | (ix) Rate Multiplier:                                    | [●]   |
|    | (x) Alternative Pre-nominated Reference Rate:            | [●]/[Not Applicable] ( <i>specify one or more indices, benchmarks or price sources</i> )  |
|    | (xi) Applicable Cut-off Date:                            | [For the purposes of limb (ii) of the definition of “Applicable Cut-off Date”, [●] Business Days]/[As specified in the Conditions]  |
| 17 | <b>Premium Provisions</b>                                | [Applicable/Not Applicable]<br><br>(If not applicable, delete the remaining sub-paragraphs of this paragraph)   |

- (i) Rate(s) of Premium: [●] per cent. per annum
- (ii) Day Count Fraction: [Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual – ICMA]
- (iii) Determination Date(s): [Not Applicable]  
[[●] in each year (*insert regular premium payment dates, ignoring the maturity date in the case of a long or short last premium. N.B. only relevant where Day Count Fraction is Actual/Actual – ICMA*)]
- (iv) Premium Commencement Date: [Issue Date][●]  
(Specify if different from the Issue Date)
- (v) Premium Amount(s): [●] per [Specified Denomination/[●] in nominal amount/[●] Security(ies)]
- (vi) Premium Payment Date(s): [[●] in each year]  
[Each Interest Payment Date]  
[●]
- (vii) Alternative Pre-nominated Reference Rate: [●]/[Not Applicable] (*specify one or more indices, benchmarks or price sources*)
- (viii) Applicable Cut-off Date: [For the purposes of limb (ii) of the definition of “Applicable Cut-off Date”, [●] Business Days]/[As specified in the Conditions]/[Not Applicable]

## PROVISIONS RELATING TO REDEMPTION

- 18 (i) Final Redemption Amount/ Method of calculation: [●] (*use if Final Redemption Amount specified pursuant to final sub-paragraph of definition of “Final Redemption Amount”; otherwise select one of the following options*)  
[Participation Securities]  
[Outperformance Securities]
- (ii) Outperformance Factor (*for Outperformance Securities only*): [●] [Not Applicable]
- (iii) Delivery of Further Securities in lieu of Final Redemption Amount at the option of the Issuer: [Not Applicable][Applicable]
- (iv) Exercise Rights: [Not Applicable][Applicable]
- 19 Determination City: [●]
- 20 Valuation Date: [●], subject to adjustment in accordance with the Conditions.
- 21 Issuer Call: [Applicable] [Not Applicable]  
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

|    |   |  |
|----|---|--|
|    | (i) Minimum Redemption Amount:  | [●]  |
|    | (ii) Maximum Redemption Amount:   | [●]  |
| 22 | Investor Put:   | [Applicable] [Not Applicable]<br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>   |
|    | (i) Minimum Redemption Amount:  | [●]  |
|    | (ii) Maximum Redemption Amount:   | [●]  |
|    | (iii) Investor Put Cut-off Time:  | [●]  |
| 23 | (i) Early Redemption Amount/<br>Method of calculation:  | [●] <i>(use if Early Redemption Amount specified pursuant to final sub-paragraph of definition of “Early Redemption Amount”; otherwise select one of the following options)</i><br>[Participation Securities]<br>[Outperformance Securities]   |
|    | – Break Fee Percentage:   | [●]% <i>(use for Outperformance Securities only)</i>   |
|    | (ii) Delivery of Further Securities in lieu of Early Redemption Amount:                                       | [Not Applicable][Applicable]   |
| 24 | Early Redemption Date:  | [As specified in the Conditions] [(i) in relation to a redemption at the option of the Issuer pursuant to Condition 5(c) ( <i>Redemption for tax reasons</i> ), Condition 5(d) ( <i>Redemption following a Reference Rate Event</i> ) Condition 5(e) ( <i>Redemption at the option of the Issuer (Issuer Call)</i> ), Condition 5(h) ( <i>Hedging Disruption Event and Jurisdictional Event</i> ), Condition 5(i) ( <i>Illegality Event</i> ) or the Applicable Schedule, the date falling [●] Business Days after the Notice Date; and (ii) in relation to a redemption at the option of the Securityholder pursuant to Condition 5(f) ( <i>Redemption at the option of the Securityholders (Investor Put)</i> ), the date falling [●] Business Days after the Notice Date] |
| 25 | Type of Reference Underlying:   | [Single Reference Underlying][Basket of Reference Underlyings][Index][Index Basket][Multi-Exchange Index]  |
| 26 | <b>PROVISIONS RELATING TO EQUITY LINKED SECURITIES (for Securities linked to Single Reference Underlying)</b> | [Applicable/Not Applicable]<br><i>(If the Securities are Equity Linked Securities linked to Single Reference Underlying, these provisions relating to Equity Linked Securities (for Securities linked to Single Reference Underlying) should be completed.)</i><br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i>  |
|    | (i) Number of Reference Underlyings:  | [●]  |
|    | (ii) Information relating to the Reference Underlyings:   |  |

|           |  |  |  |  |
|-----------|--|--|--|--|
|           | – Reference Entity:  | [●]  |  |  |
|           | – Security Code of the Reference Underlyings:  | [ISIN: [●]]<br>[Bloomberg: [●]]  |  |  |
|           | – Exchange:  | [●] [(China Connect [– ChiNext Shares])]   |  |  |
|           | – Related Exchange:  | [●]/[All Exchanges]  |  |  |
| (iii)     | Reference Underlying Jurisdiction:   | [●]  |  |  |
| (iv)      | Reference Price:   | [Reference Price – Execution Price]<br>[Reference Price – VWAP]<br>[Reference Price – Closing Price]   |  |  |
| (v)       | Valuation Period:  | [As specified in the Conditions] [●]   |  |  |
| (vi)      | Additional Disruption Events:  |  |  |  |
|           | – Change of Law:   | [Applicable] [Not Applicable]  |  |  |
|           | – GDR Termination Event:   | [Applicable] [Not Applicable]  |  |  |
|           | – Increased Cost of Hedging:   | [Applicable] [Not Applicable]  |  |  |
|           | – Insolvency Filing:   | [Applicable] [Not Applicable]  |  |  |
| (vii)     | Exercise Period:   | [●] [Not Applicable]   |  |  |
| <b>27</b> | <b>PROVISIONS RELATING TO EQUITY LINKED SECURITIES (for Securities linked to a Basket)</b> | [Applicable/Not Applicable]<br><i>(If the Securities are Equity Linked Securities linked to a Basket of Reference Underlyings then these provisions relating to Equity Linked Securities (for Securities linked to a Basket) should be completed.)</i><br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i> |  |  |
|           |  | <b>[Basket Component 1]</b>  | <b>[Basket Component 2]</b>              | <b>[Basket Component 3]</b>              |
| (i)       | Number of Basket Component Reference Underlyings:  | [●]  | [●]                                      | [●]                                      |
| (ii)      | Information relating to the Basket Component Reference Underlyings:                        |  |  |  |
|           | – Reference Entity:  | [●]  | [●]                                      | [●]                                      |
|           | – Security Code of the Basket Components:  | [ISIN: [●]]<br>[Bloomberg: [●]]  | [ISIN: [●]]<br>[Bloomberg: [●]]          | [ISIN: [●]]<br>[Bloomberg: [●]]          |
|           | – Exchange:  | [●] [(China Connect [– ChiNext Shares])]   | [●] [(China Connect [– ChiNext Shares])] | [●] [(China Connect [– ChiNext Shares])] |
|           | – Related Exchange:  | [●]  | [●]                                      | [●]                                      |
|           | – Weighting:   | [●]%   | [●]%                                     | [●]%                                     |
|           |  | [Alternatively, specify “All Exchanges”].  |  |  |



|           |  |   |                                    |                                    |
|-----------|--|---|------------------------------------|------------------------------------|
| (iii)     | Reference Underlying Jurisdiction:   | <b>[Basket Component 1]</b><br>[●]  | <b>[Basket Component 2]</b><br>[●] | <b>[Basket Component 3]</b><br>[●] |
| (iv)      | Reference Price:   | [Reference Price – Execution Price]<br>[Reference Price – VWAP]<br>[Reference Price – Closing Price]  |                                    |                                    |
| (v)       | Valuation Period:  | [As specified in the Conditions] [●]  |                                    |                                    |
| (vi)      | Additional Disruption Events:  |   |                                    |                                    |
|           | – Change of Law:   | [Applicable] [Not Applicable]   |                                    |                                    |
|           | – GDR Termination Event:   | [Applicable] [Not Applicable]   |                                    |                                    |
|           | – Increased Cost of Hedging:   | [Applicable] [Not Applicable]   |                                    |                                    |
|           | – Insolvency Filing:   | [Applicable] [Not Applicable]   |                                    |                                    |
| (vii)     | Exercise Period:   | [●] [Not Applicable]  |                                    |                                    |
| <b>28</b> | <b>PROVISIONS RELATING TO INDEX LINKED SECURITIES (for Securities linked to a Single Index)</b>  | [Applicable/Not Applicable]<br><i>(If the Securities are Index Linked Securities linked to a Single Index, these provisions relating to Index Linked Securities (for Securities linked to a Single Index) below should be completed.)</i><br><br><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i> |                                    |                                    |
| (i)       | Information relating to the Reference Underlying:  | [●]<br><i>(This may not include an Index composed or provided by the Issuer, by any legal entity belonging to its Group or by a legal entity or a natural person acting in association with or on behalf of the Issuer)</i>   |                                    |                                    |
|           | – Code of the Reference Underlying:  | [●] [(China Connect [– ChiNext Shares])]  |                                    |                                    |
|           | – Related Exchange:  | [●]/[All Exchanges]   |                                    |                                    |
|           | – Description of the Reference Underlying:   | [Include description of where information about the Reference Underlying can be obtained.]  |                                    |                                    |
| (ii)      | Index Currency Amount:   | [●]   |                                    |                                    |
| (iii)     | Valuation Period:  | [As specified in the Conditions] [●]  |                                    |                                    |
| (iv)      | Reference Underlying Jurisdiction:   | [●]   |                                    |                                    |
| <b>29</b> | <b>PROVISIONS RELATING TO INDEX LINKED SECURITIES (for Securities linked to an Index Basket)</b> | [Applicable/Not Applicable]<br><i>(If the Securities are Index Linked Securities linked to an Index Basket, these provisions relating to Index Linked Securities (for Securities linked to an Index Basket) below should be completed.)</i>   |                                    |                                    |

*(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

|       |  | <b>[Index Basket Component 1]</b>  | <b>[Index Basket Component 2]</b>   | <b>[Index Basket Component 3]</b>   |
|-------|--|--|---|---|
| (i)   | Information relating to the Reference Underlyings: | [●]  | [●]   | [●]   |
|       |  | <i>(This may not include an Index composed or provided by the Issuer, by any legal entity belonging to its Group or by a legal entity or a natural person acting in association with or on behalf of the Issuer)</i> |   |   |
|       | – Code of the Reference Underlyings:               | [●] [(China Connect [– ChiNext Shares]])]  | [●] [(China Connect [– ChiNext Shares]])]   | [●] [(China Connect [– ChiNext Shares]])]   |
|       | – Related Exchange:                                | [●]/[All Exchanges]  | [●]/[All Exchanges]   | [●]/[All Exchanges]   |
|       | – Description of the Reference Underlying:         | <i>[Include description of where information about the Reference Underlying can be obtained.]</i>  | <i>[Include description of where information about the Reference Underlying can be obtained.]</i> | <i>[Include description of where information about the Reference Underlying can be obtained.]</i> |
| (ii)  | Reference Underlying Jurisdiction:                 | [●]  | [●]   | [●]   |
| (iii) | Index Currency Amount:                             | [●]  | [●]   | [●]   |
| (iv)  | Weighting:   | [●]%   | [●]%  | [●]%  |
| (v)   | Valuation Period:                                  | [As specified in the Conditions]/ [●]  |   |   |
|       |  | <i>(insert more columns for more Basket Components)</i>  |   |   |

## GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

|    |   |   |
|----|---|---|
| 30 | Form of Securities:   | [Regulation S][Rule 144A] Global Security   |
| 31 | Additional Financial Centre(s) or other special provisions relating to Payment Day: | [Applicable: [●]] [Not Applicable]  |
| 32 | Calculation Agent:  | [Credit Suisse (Hong Kong) Limited<br>Level 88, International Commerce Centre,<br>1 Austin Road West,<br>Kowloon, Hong Kong]<br><br>[Credit Suisse Securities (Europe) Limited<br>One Cabot Square<br>London E14 4QJ<br>United Kingdom] |

- [Credit Suisse AG, Singapore Branch  
1 Raffles Link  
#03-01 One Raffles Link  
Singapore 039393]  
[•]  
[Insert address]
- 33 Principal Paying Agent: [Credit Suisse (Hong Kong) Limited  
Level 88, International Commerce Centre,  
1 Austin Road West,  
Kowloon, Hong Kong]  
[•]  
[Insert address]
- 34 Registrar and Transfer Agent: [Credit Suisse (Hong Kong) Limited  
Level 88, International Commerce Centre,  
1 Austin Road West,  
Kowloon, Hong Kong]  
[•]  
[Insert address]

## DISTRIBUTION

- 35 If syndicated, names and addresses of managers and underwriting commitments/quotas (material features): [Not Applicable/give names, and addresses and underwriting commitments]  
*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the managers. Where not all of the issue is underwritten, include a statement of the portion not covered.)*
- (i) Date of subscription agreement (if any): [Not Applicable][Applicable – specify]
- (ii) Stabilising manager (if any): [Not Applicable/give name and address]
- 36 If non-syndicated, name and address of relevant Dealer (if any): [Credit Suisse (Hong Kong) Limited  
Level 88, International Commerce Centre,  
1 Austin Road West,  
Kowloon, Hong Kong]  
[Credit Suisse Securities (Europe) Limited  
One Cabot Square  
London E14 4QJ  
United Kingdom]  
[Credit Suisse Securities (USA) LLC  
11 Madison Avenue  
New York  
NY 10010-3629]

United States of America, acting as agent on behalf of  
 Credit Suisse Securities (Europe) Limited  
 One Cabot Square  
 London, E14 4QJ  
 United Kingdom]  
 [Credit Suisse International  
 One Cabot Square  
 London E14 4QJ  
 United Kingdom]

[Credit Suisse AG, Nassau Branch  
 Bahamas Financial Centre  
 4th Floor  
 Charlotte and Shirley Street  
 Nassau]

[Credit Suisse AG, Singapore Branch  
 1 Raffles Link  
 #03-01 One Raffles Link  
 Singapore 039393]

[Name and address of other dealer]

[Not applicable]

- |    |   |   |
|----|---|---|
| 37 | Total commission and concession:              | [[●] per cent. of the Aggregate Nominal Amount]/[●][Not Applicable] |
| 38 | Prohibition of sales to EEA Retail Investors: | Applicable  |
| 39 | Prohibition of sales to UK Retail Investors:  | Applicable  |

## BENCHMARKS REGULATION

- |    |   |   |
|----|---|---|
| 40 | Details of benchmarks administrators and registration under Regulation (EU) 2016/1011 (the “ <b>Benchmarks Regulation</b> ”): | <p>[[specify benchmark] is provided by [administrator legal name]. As at the date hereof, [administrator legal name] [appears]/[does not appear] in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation. [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that [administrator legal name] is not currently required to obtain authorisation or registration (or, if located outside the European Union and the UK, recognition, endorsement or equivalence).]/[As far as the Issuer is aware, Article 2 of the Benchmarks Regulation applies, such that [administrator legal name] is not currently required to obtain authorisation or registration (or, if located outside the European Union and the UK, recognition, endorsement or equivalence).]/[Not Applicable]</p> |
|----|---|---|

**[INFORMATION RELATING TO THE UNDERLYING**

*[[Relevant third party information, for example, the information included under “Information relating to the Reference Underlyings”, “Information relating to the Basket Components” and paragraphs [6-8] of Part B below in these Final Terms] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced inaccurate or misleading.] Neither the Issuer nor any of its affiliates has participated in the preparation of such information or made any due diligence inquiry with respect to the issuer, owner or sponsor of any Reference Underlyings in connection with the Securities. Neither the Issuer nor any of its affiliates has independently verified any such information and neither the Issuer nor any of its affiliates makes any representation or warranty as to the accuracy of such information.]*

Signed on behalf of the Issuer:

By: \_\_\_\_\_  
*Duly authorised*

**PART B – OTHER INFORMATION<sup>16</sup>****1 LISTING AND ADMISSION TO TRADING**

- (i) Listing: [Luxembourg Stock Exchange/Euronext Dublin/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Securities to be admitted to trading on [the Professional Segment of the regulated market of the Luxembourg Stock Exchange][Euronext Dublin][●] with effect from [●].]  
[Not Applicable]  
*(Where documenting a fungible issue, need to indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [●][Not Applicable]<sup>17</sup>

**2 RATINGS**

- Ratings: [The Securities to be issued [have been]/[are expected to be]] rated [insert details] by [insert the legal name of the relevant credit rating agency entity(ies)]/[are not expected to be rated].]  
*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*  
*(The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*  
[[Insert the legal name of the relevant credit rating agency entity] is established in the European Union or the United Kingdom and is registered under [Regulation (EC) No. 1060/2009/Regulation (EC) No. 1060/2009 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018 (the “EUWA”)] (as amended). [As such [insert the legal name of the relevant credit rating agency entity] is included in the list of credit rating agencies published by the European Securities and Markets

<sup>16</sup> Please note that if an issue of Securities is neither admitted to trading on a regulated market in the EEA nor offered to the public in the EEA, then only sections 1, 2 and 9 need to be completed and sections 3-7 can be deleted.

<sup>17</sup> Include this item if Annex 15 of the Prospectus Regulation applies. An estimate of the total expenses related to admission to trading is required to be disclosed where (i) the denomination of the Securities is at least €100,000 or (ii) the Securities are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access if the denomination of the Securities is below €100,000.

Authority on its website in accordance with such Regulation.]

[[*Insert the legal name of the relevant non-EU and non-UK credit rating agency entity*] is not established in the European Union or the United Kingdom and is not registered in accordance with [Regulation (EC) No. 1060/2009/Regulation (EC) No. 1060/2009 as it forms part of “retained EU law”, as defined in the EUWA] (as amended). [*Insert the legal name of the relevant non-EU credit rating agency entity*] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]

[[*Insert the legal name of the relevant non-EU and non-UK credit rating agency entity*] is not established in the European Union or the United Kingdom and has not applied for registration under [Regulation (EC) No. 1060/2009/Regulation (EC) No. 1060/2009 as it forms part of “retained EU law”, as defined in the EUWA] (as amended) (the “**CRA Regulation**”). The ratings have been endorsed by [*insert the legal name of the relevant EU or UK-registered credit rating agency entity*] in accordance with the CRA Regulation. [*Insert the legal name of the relevant EU/UK-registered credit rating agency entity*] is established in the European Union or the United Kingdom and registered under the CRA Regulation. [As such [*insert the legal name of the relevant EU/UK credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]] [The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by [*insert the legal name of the relevant EU or UK CRA entity that applied for registration*] may be used in the EU and the UK by the relevant market participants.]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union or the United Kingdom and has not applied for registration under [Regulation (EC) No. 1060/2009/Regulation (EC) No. 1060/2009 as it forms part of “retained EU law”, as defined in the EUWA] (as amended) (the “**CRA Regulation**”), but it [is]/[has]

applied to be] certified in accordance with the CRA Regulation [[[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [[OR:] although notification of the corresponding certification decision has not yet been provided by the European Securities and Markets Authority and [*insert the legal name of the relevant non-EU and non-UK credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]

[[*Insert the legal name of the relevant credit rating agency entity*] is established in the European Union or the United Kingdom and has applied for registration under [Regulation (EC) No. 1060/2009/Regulation (EC) No. 1060/2009 as it forms part of “retained EU law”, as defined in the EUWA] (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [and [*insert the legal name of the relevant credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]

[[*Insert the legal name of the relevant non-EU and non-UK credit rating agency entity*] is not established in the European Union or the United Kingdom and has not applied for registration under [Regulation (EC) No. 1060/2009/Regulation (EC) No. 1060/2009 as it forms part of “retained EU law”, as defined in the EUWA] (as amended) (the “**CRA Regulation**”). However, the application for registration under the CRA Regulation of [*insert the legal name of the relevant EU or UK credit rating agency entity that applied for registration*], which is established in the European Union or the United Kingdom, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU and non-UK credit rating agency entity*][, although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert the legal name of the relevant EU or UK credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]



[The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by *[insert the legal name of the relevant EU or UK CRA entity that applied for registration]* may be used in the EU and the UK by the relevant market participants.]

### 3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[[Save for any fees payable to the Dealers/manager[s]], so far as the Issuer is aware, no person involved in the [issue/offer] of the Securities has an interest material to the [issue/offer]. – *Amend as appropriate if there are other interests*]

*(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)*

### 4 USE OF PROCEEDS AND ESTIMATE OF TOTAL EXPENSES RELATED TO THE ADMISSION TO TRADING

(i) Use of proceeds: [●] / [See “Use of Proceeds” wording in Base Prospectus.]

*(See “Use of Proceeds” wording in Base Prospectus – if the use of proceeds is different from what is disclosed in the Base Prospectus, give details here.)*

(ii) Estimated total expenses related to the admission to trading: [●] *[Include breakdown of expenses]*

### 5 [YIELD] *(to include for Securities with fixed Final Redemption Amount only; delete this paragraph if the Securities are derivative securities to which Annexes 15 and 17 of the Prospectus Regulation applies)*

Indication of yield: [●] *[to include for Securities with fixed rate interest only]*

[Not Applicable]

### 6 PERFORMANCE OF RATES

[Details of performance of *[LIBOR/EURIBOR/other]* rates can be obtained, [but not] free of charge, from [Reuters/Bloomberg/give details of electronic means of obtaining the details of performance].] *[to include for Securities with floating rate interest only]*

[Not Applicable.]

## 7 PERFORMANCE OF THE REFERENCE UNDERLYINGS AND OTHER INFORMATION CONCERNING THE REFERENCE UNDERLYINGS *(to include for all Underlying-linked Securities)*

[Information on the Reference Underlying, including information on its past and further performance and volatility, can be found on *[insert source of information e.g. the website of the issuer of the Reference Underlying]*.] *(Insert for Securities linked to a single Underlying)*

[Information on the Reference Underlyings, including information on its volatility and past and further performance, can be obtained from the sources set out across the relevant component in the table below:

| <b>[Component]</b>                  | <b>Weighting of Component</b> | <b>Source of Information</b>   |
|-------------------------------------|-------------------------------|--|
| [Basket / Index Basket Component 1] | [●]%                          | <i>[insert source of information e.g. the website of the issuer of the Reference Underlying]</i> |
| [Basket / Index Basket Component 2] | [●]%                          | <i>[insert source of information e.g. the website of the issuer of the Reference Underlying]</i> |
| [Basket / Index Basket Component 3] | [●]%                          | <i>[insert source of information e.g. the website of the issuer of the Reference Underlying]</i> |

*(Insert for Securities linked to a basket)*

*(When completing the above paragraphs, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)*

The Issuer *[intends to provide post-issuance information [specify what information will be reported and where it can be obtained]]* *[does not intend to provide post-issuance information]*.

*(N.B. This paragraph only applies if the Securities are derivative securities to which Annex 17 of the Prospectus Regulation applies.)*

## 8 PERFORMANCE OF RATE[S] OF EXCHANGE *(to include for Securities with multiple currencies)*

*[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factor” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)*

*(N.B. This paragraph only applies if the Securities are derivative securities to which Annex 15 or 17 of the Prospectus Regulation applies.)*

## 9 OPERATIONAL INFORMATION

ISIN: [●]  
Common Code: [●]  
CUSIP: [●]

Any clearing system(s) other than Euroclear, Clearstream, Luxembourg or DTC and the relevant identification number(s):

[Applicable – *specify name and address of alternative clearing system*] [Not Applicable]

Delivery:

[Delivery against payment]/[Free of payment]

Names and addresses of additional Paying Agent(s) (if any):

[None] [*specify*]

## GENERAL TERMS AND CONDITIONS OF THE SECURITIES

*The following are the Terms and Conditions of the Securities which will be incorporated by way of reference into each Global Security (as defined below) and each definitive Security, in the latter case only if permitted by the Luxembourg Stock Exchange (if the Securities are to be listed on the Official List of the Luxembourg Stock Exchange) or Euronext Dublin (if the Securities are to be listed on the Official List of Euronext Dublin) but, if not so permitted, such definitive Security will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Securities shall complete the Terms and Conditions for the purpose of such Securities. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Security and definitive Security.*

This Security is one of a Series (as defined below) of Securities issued by Credit Suisse AG, acting through its Nassau Branch or its Singapore Branch (the “**Issuer**”).

References herein to the “**Securities**” shall be references to the Securities of this Series and shall mean:

- (a) in relation to any Securities represented by a global security (a “**Global Security**”), units of the lowest Specified Denomination in the Specified Currency (as defined in Condition 5 (*Redemption and Purchase*)) or each Security represented by such Global Security, as the case may be;
- (b) any Global Security; and
- (c) definitive Securities issued in exchange for a Global Security.

The Securities have the benefit of an amended and restated Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) dated on or about the date of this Prospectus and made between, *inter alios*: (i) the Issuer; (ii) Credit Suisse (Hong Kong) Limited as principal paying agent (the “**Principal Paying Agent**”, which expression shall include any successor principal paying agent); (iii) Credit Suisse (Hong Kong) Limited as registrar (the “**Registrar**”, which expression shall include any successor registrar); (iv) Credit Suisse (Hong Kong) Limited as calculation agent; (v) Credit Suisse Securities (Europe) Limited as calculation agent; (vi) Credit Suisse AG, Singapore Branch as calculation agent (together with Credit Suisse Securities (Europe) Limited as calculation agent and Credit Suisse (Hong Kong) Limited as calculation agent, each a “**Calculation Agent**”, which expression shall include any successor calculation agent); (vii) Banque Internationale à Luxembourg, société anonyme as Luxembourg paying agent (the “**Luxembourg Paying Agent**”, which shall include any successor as Luxembourg paying agent and, together with the Principal Paying Agent, the “**Paying Agents**”, which expression shall include any additional or successor paying agent); and (viii) Banque Internationale à Luxembourg, société anonyme as Luxembourg transfer agent (the “**Luxembourg Transfer Agent**”, which expression shall include any successor Luxembourg transfer agent and, together with the Registrar, the “**Transfer Agents**”, which expression shall include any additional or successor transfer agent).

The Final Terms for this Security (or the relevant provisions thereof) are attached to or endorsed on this Security and complete these Terms and Conditions (as so completed, the “**Conditions**”). References to the “**applicable Final Terms**” are to the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Security.

Any reference to “**Securityholders**” or “**holders**” in relation to any Securities shall mean the persons in whose name the Securities are registered.

Any reference to “**Calculation Agent**”, “**Principal Paying Agent**”, “**Registrar**” or “**Transfer Agent**” in relation to any Securities shall mean the Calculation Agent, the Principal Paying Agent, the Registrar or the Transfer Agent, as the case may be, as specified in the applicable Final Terms and shall include any successor calculation agent, principal paying agent, registrar or transfer agent, as the case may be.

As used herein, “**Tranche**” means Securities which are identical in all respects and “**Series**” means a Tranche of Securities together with any further Tranche or Tranches of Securities which are (A) expressed to be consolidated and form a single series and (B) identical in all respects except for their respective Issue Dates and/or Issue Prices.

The Securityholders are entitled to the benefit of the Deed of Covenant (the “**Deed of Covenant**”) dated on or about the date of this Prospectus and made by the Issuer. The original of the Deed of Covenant is held by the common depository for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”), in respect of Securities held with Euroclear and/or Clearstream, Luxembourg, or with The Depository Trust Company (“**DTC**”), in respect of Securities held with DTC.

Copies of the Agency Agreement and the Deed of Covenant shall be made available for inspection upon reasonable notice having been given during normal business hours at the specified office of each of the Principal Paying Agent, the Registrar and the other Paying Agents and Transfer Agents (and, together with the Calculation Agents, the “**Agents**”). Copies of the applicable Final Terms are obtainable during normal business hours at the specified office of each of the Agents save that, if the Security is an unlisted Security of any Series, the applicable Final Terms will only be obtainable by a Securityholder holding one or more unlisted Securities of that Series and such Securityholder must produce evidence satisfactory to the Issuer and the relevant Agent as to its holding of such Securities and identity. The Securityholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

The Schedules hereto form part of these Terms and Conditions. Schedule 1 (*Provisions relating to Equity Linked Securities*) shall apply to each Reference Underlying specified as “Single Reference Underlying” or “Basket of Reference Underlyings” under “Type of Reference Underlying” in the applicable Final Terms. Schedule 2 (*Provisions relating to Index Linked Securities*) shall apply to each Reference Underlying specified as “Index” or “Index Basket” under “Type of Reference Underlying” in the applicable Final Terms.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail. In the event of any inconsistency between these Terms and Conditions (excluding the Schedules) and the Schedules, the Schedules shall prevail.

A Hedge Provider (as defined in Condition 5 (*Redemption and Purchase*)) may, but is not obliged to, enter into a Hedging Arrangement (as defined in Condition 5 (*Redemption and Purchase*)) in order to hedge the Issuer’s obligations in respect of the Securities.

## 1 FORM, DENOMINATION, TITLE AND TRANSFER

### (a) *Form and Denomination*

The Securities are in registered form and, in the case of definitive Securities, serially numbered. If a Specified Denomination is specified in the applicable Final Terms, Securities of one Specified Denomination may not be exchanged for Securities of another Specified Denomination. A Security certificate (each a “**Certificate**”) will be issued to each Securityholder in respect of its registered holding of Securities. Each Security and each Certificate will have an identifying number which will be recorded on the relevant Certificate and in the register (the “**Register**”) of Securityholders which the Issuer will procure to be kept by the Registrar.

Where Securities are held by or on behalf of Euroclear and Clearstream, Luxembourg, the Securities may be registered in the name of a nominee for such Clearing Systems and the Global Security delivered to a common depository on behalf of Euroclear and Clearstream, Luxembourg (the “**Common Depository**”). Securities

sold outside the United States to non-US persons will be offered and sold in reliance on Regulation S of the U.S. Securities Act of 1933 (the “**Securities Act**”), and will be represented by a Global Security (a “**Regulation S Global Security**”). The Final Terms for such Regulation S Global Securities shall specify the Form of Securities as “Regulation S Global Security”. Securities sold within the United States will be sold only to “qualified institutional buyers” (“**QIBs**”) as defined in Rule 144A under the Securities Act (“**Rule 144A**”) and will initially be represented by one or more restricted Global Securities (each a “**Rule 144A Global Security**”) without interest coupons, which will be deposited on or before its or their issue date either with a custodian for, and registered in the name of Cede & Co. as nominee for, DTC, or with a Common Depositary for Euroclear and Clearstream, Luxembourg and registered in the name of a nominee of such Common Depositary. The Final Terms for such Rule 144A Global Securities shall specify the Form of Securities as “Rule 144A Global Security”.

(b) *Title*

Title to the Securities will pass upon registration of transfers in the Register. The Issuer and any Agent will (except as otherwise required by law) deem and treat the registered holder of any Security as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

(c) *Transfers*

The Securities may be traded in a specified number of Securities or in a nominal amount, as specified in the Trading Method in the applicable Final Terms.

Subject to the Agency Agreement, a Security may be transferred by delivering the Certificate issued in respect of that Security, with the form of transfer on the back duly completed and signed, to the specified office of the Registrar or any of the other Transfer Agents. Registration of transfers of Securities will be effected without charge by or on behalf of the Issuer or any of the Transfer Agents, but upon payment (or the giving of such indemnity/security/pre-funding as the Issuer or any of the Transfer Agents may reasonably require) in respect of any tax, stamp duty or other governmental charges which may be imposed in relation to it. No Securityholder may require the transfer of a Security to be registered during the period of 15 days ending on the due date for any payment of any amount payable in respect of that Security. All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning transfer of Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer in consultation with the Registrar.

Securities sold to qualified institutional buyers (“**QIBs**”) as defined in Rule 144A under the Securities Act may only be transferred to: (i) QIBs; (ii) non U.S. persons (as such term is defined in Regulation S promulgated under the Securities Act); or (iii) pursuant to another exemption from the registration requirements of the Securities Act.

In respect of Securities for which “China Connect – ChiNext Shares” is specified in relation to any Reference Underlying in the relevant Final Terms, any transfer of such Securities shall only be to owners and beneficial owners who each are an Eligible Investor.

## 2 STATUS OF THE SECURITIES

Securities constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and rank *pari passu* among themselves and equally with all other unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

### 3 DISTRIBUTION, INTEREST AND PREMIUM

#### (a) *Distribution on Participation Securities*

The Issuer shall pay an amount equal to the relevant Distribution Payment Amount in respect of each Participation Security on each Distribution Payment Date.

Any Distribution Payment Amount paid to the Securityholder shall constitute consideration paid for the use of the principal and for the assumption of the risk that the Securityholder may not receive its original investment or that its return may be variable.

#### (b) *Interest on Fixed Rate Securities*

Each Fixed Rate Security pays interest from the Interest Commencement Date either (i) at the rate per annum (expressed as a percentage) equal to the Rate of Interest on its outstanding nominal amount, if applicable, or (ii) in an Interest Amount, such interest being payable in arrear on each Interest Payment Date. If so specified in the applicable Final Terms, the Rate of Interest or Interest Amount may be different for different Interest Periods. If the initial and/or final Interest Periods are of a different length from the other Interest Periods, Interest Amounts specific to such Interest Periods (each a “**Broken Amount**”) may be specified in the Final Terms.

The expected yield for a Fixed Rate Security will be indicated in the Final Terms. The indicated yield is calculated on the basis of the Issue Price and will be calculated as the yield to maturity as at the Issue Date of the Fixed Rate Security.

Yield is not an indication of future price.

#### (c) *Interest on Floating Rate Securities*

##### (i) Interest Payment Dates

Each Floating Rate Security pays interest from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on either:

- (A) the Interest Payment Date specified in the applicable Final Terms (the “**Specified Interest Payment Date**”); or
- (B) if no Interest Payment Date is specified in the applicable Final Terms, each date (each such date an “**Interest Payment Date**”) which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date. Such interest will be payable in respect of each Interest Period.

##### (ii) Rate of Interest for Floating Rate Securities

The “**Rate of Interest**” in respect of Floating Rate Securities for each Interest Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (ii), “**ISDA Rate**” means, in respect of an Interest Period, a rate equal to the Floating Rate that would be determined by the relevant Calculation Agent (as defined in the ISDA Definitions (as defined below)) under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (A) “**Floating Rate Option**” and each election in respect thereof has the meaning given to it in the ISDA Definitions, save that the election of the relevant Floating Rate Option is specified in the applicable Final Terms; and

- (B) the Designated Maturity is a period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is the first day of that Interest Period,

provided that if a Reference Rate Event has occurred in respect of a Floating Rate, the provisions of Condition 3(i) (*Occurrence of a Reference Rate Event*) shall apply.

If no Reference Rate Event has occurred but the Calculation Agent determines that, in respect of an Interest Period, the relevant ISDA Rate cannot be determined in accordance with the ISDA Definitions and the provisions of this Condition 3(c)(ii), the ISDA Rate for such Interest Period shall be such rate as is determined by the Calculation Agent in good faith and in a commercially reasonable manner having regard to comparable benchmarks then available.

For the purposes of this Condition 3(c)(ii), “**Floating Rate**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions, save that the relevant election is specified in the applicable Final Terms and the Calculation Agent as specified in the applicable Final Terms shall be deemed to be specified as the relevant Calculation Agent for the purpose of the Swap Transaction.

(iii) **Margin or Rate Multiplier**

If any Margin or Rate Multiplier is specified in the applicable Final Terms (either (A) generally, or (B) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (A), or the Rates of Interest for the specified Interest Periods, in the case of (B), calculated in accordance with this Condition 3(c) (*Interest on Floating Rate Securities*) by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to Condition 3(c)(iv) (*Maximum or Minimum Rate of Interest*) below.

(iv) **Maximum or Minimum Rate of Interest**

If any Maximum or Minimum Rate of Interest is specified in the applicable Final Terms, then any Rate of Interest shall be subject to such maximum or minimum, as the case may be.

(d) **Premium**

If so specified in the applicable Final Terms, the Issuer shall pay a premium in respect of the derivative element of the Securities. Such premium shall be payable in respect of each Security from the Premium Commencement Date either (i) at the rate per annum (expressed as a percentage) equal to the Rate of Premium on its outstanding nominal amount, if applicable, or (ii) in an amount equal to a fixed Premium Amount, such premium being payable in arrear on each Premium Payment Date. If so specified in the applicable Final Terms, the Rate of Premium or Premium Amount may be different for different Premium Periods.

If a Reference Rate Event has occurred in respect of a Rate of Premium, the provisions of Condition 3(i) (*Occurrence of a Reference Rate Event*) shall apply.

If no Reference Rate Event has occurred but the Calculation Agent determines that, in respect of a Premium Period, the relevant Rate of Premium cannot be determined in accordance with the provisions of this Condition 3(d), the Rate of Premium for such Premium Period shall be such rate as is determined by the Calculation Agent in good faith and in a commercially reasonable manner having regard to comparable benchmarks then available.

(e) **Accrual of Interest and Premium**

Each Security (or in the case of the redemption of part only of a Security, that part only of such Security) will cease to pay interest and premium (if any) from the due date for redemption unless payment is improperly



withheld or refused, in which event interest and premium shall continue to accrue (both before and after judgment) in the manner provided in this Condition 3 (*Distribution, Interest and Premium*) until whichever is the earlier of:

- (i) the date on which all amounts due in respect of such Security have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Security has been received by any of the Paying Agents or the Registrar, as the case may be, and notice to that effect has been given to the Securityholders.

(f) *Rounding*

For the purposes of any calculations (unless otherwise specified), (i) 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), (ii) all figures shall be rounded to seven significant figures (with halves being rounded up) and (iii) 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 transferable amount of such currency.

(g) *Calculations of interest and premium*

In respect of Conditions 3(b) (*Interest on Fixed Rate Securities*), 3(c) (*Interest on Floating Rate Securities*) and 3(d) (*Premium*), the amount of interest or premium payable in respect of any Security for any period shall be calculated by multiplying the product of the Rate of Interest or Rate of Premium and the outstanding nominal amount, if applicable, of such Security by the Day Count Fraction, unless an Interest Amount or Premium Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest or premium payable in respect of such Security for such period shall equal such Interest Amount or Premium Amount (or be calculated in accordance with such formula). If no nominal amount is specified in the applicable Final Terms, the Calculation Agent shall, acting in good faith and in a commercially reasonable manner, determine such equivalent amount.

(h) *Determination and Publication*

On such date as the Calculation Agent may be required under this Condition 3 (*Distribution, Interest and Premium*) to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate, calculate such amounts, obtain such quotation or make such determination or calculation, as the case may be, and cause the relevant Distribution Payment Amount, Rate of Interest, Interest Amount, Rate of Premium and/or Premium Amount, as the case may be, for each Interest Period and Premium Period (as applicable) and the relevant Distribution Payment Date, Interest Payment Date and Premium Payment Date to be notified to the Issuer (if the Issuer is not the Calculation Agent), each of the Paying Agents and the Luxembourg Stock Exchange (for so long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require) or Euronext Dublin (for so long as the Securities are listed on the Official List of Euronext Dublin and the rules of Euronext Dublin so require), as the case may be, and notice thereof to be published in accordance with Condition 10 (*Notices*) as soon as reasonably practicable after their determination but in no event later than the seventh day thereafter.

Details of the relevant Distribution Payment Amount, Rate of Interest, Interest Amount, Interest Payment Date, Rate of Premium, Premium Amount and/or Premium Payment Date, as the case may be, so notified will be made available at the specified office of the Paying Agent in Luxembourg for inspection by Securityholders and may subsequently be amended (or appropriate alternative arrangements by way of adjustment thereto taken). Any such amendment will be notified to the Issuer, each of the Paying Agents and the Luxembourg Stock Exchange (for so long as the Securities are listed on the Official List of the

Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require) or Euronext Dublin (for so long as the Securities are listed on the Official List of Euronext Dublin and the rules of Euronext Dublin so require), as the case may be, as soon as reasonably practicable after the determination of such amendment and will also be made available at the specified office of the Paying Agent in Luxembourg for inspection by Securityholders.

(i) *Occurrence of a Reference Rate Event*

If the Calculation Agent determines that a Reference Rate Event has occurred in respect of a Series and gives notice of such determination (including a description in reasonable detail of the facts relevant to such determination and specifying the relevant Administrator/Benchmark Event Date, Specified Date, Additional Specified Date, date on which the Reference Rate is or is scheduled to be no longer available following a Reference Rate Cessation, as the case may be, for such Reference Rate Event) to the Issuer (such notice, the **“Reference Rate Event Notice”**), then:

- (i) promptly upon receiving such Reference Rate Event Notice, the Issuer shall deliver a notice containing the same details to the Principal Paying Agent and, in accordance with Condition 10 (*Notices*), the Securityholders;
- (ii) the Calculation Agent shall attempt to identify a Replacement Reference Rate;
- (iii) the Calculation Agent shall attempt to determine the Adjustment Spread;
- (iv) if the Calculation Agent identifies a Replacement Reference Rate pursuant to paragraph (ii) above and determines an Adjustment Spread pursuant to paragraph (iii) above, then with effect from the Adjustment Date:
  - (A) the terms of the Securities shall, without the consent of the Securityholders, be amended as contemplated in paragraph (b)(i) of Condition 11 (*Meetings of Securityholders and Modification*) so that references to the Reference Rate are replaced by references to the Replacement Reference Rate as adjusted by the Adjustment Spread, subject always to Condition 3(c)(iv) (*Maximum or Minimum Rate of Interest*);
  - (B) the Calculation Agent shall, without the consent of the Securityholders and as contemplated in paragraph (b)(i) of Condition 11 (*Meetings of Securityholders and Modification*), make such other adjustments (the **“Replacement Reference Rate Amendments”**) to the Conditions (including, but not limited to, any Business Day, Business Day in the Determination City, Day Count Fraction, Designated Maturity, Interest Amount, Interest Payment Date, Interest Period, Premium Payment Date, Premium Period, Rate Multiplier, Rate of Interest, and Reset Date) as it determines necessary or appropriate in order to account for the effect of the replacement of the Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread) and/or to preserve as nearly as practicable the economic equivalence of the Securities before and after the replacement of the Reference Rate with the Replacement Reference Rate (as adjusted by the Adjustment Spread);
- (v) the Calculation Agent shall deliver a notice to the Issuer and the Principal Paying Agent which specifies any Replacement Reference Rate, Adjustment Spread, Adjustment Date and the specific terms of any Replacement Reference Rate Amendments (such notice, the **“Replacement Details Notice”**) and, as soon as reasonably practicable upon receiving the Replacement Details Notice, the Issuer shall, in accordance with Condition 10 (*Notices*), deliver a notice containing the same details to the Securityholders (such notice, the **“Replacement Reference Rate Notice”**). A Replacement Reference Rate Notice shall be irrevocable; and

- (vi) for the avoidance of doubt, if the Calculation Agent does not identify a Replacement Reference Rate pursuant to paragraph (ii) above or does not determine an Adjustment Spread pursuant to paragraph (iii) above, by the Applicable Cut-off Date then the provisions of Condition 5(d) (*Redemption following a Reference Rate Event*) shall apply.

None of the Issuer, the Calculation Agent, the Paying Agents or the Transfer Agents shall have any duty to monitor, enquire or satisfy itself as to whether any Reference Rate Event has occurred. The Calculation Agent shall not have any obligation to give, nor any responsibility or liability for giving or not giving, any notice to the Issuer that a Reference Rate Event has occurred. If the Securityholders provide the relevant business unit of the Calculation Agent with details of the circumstances which could constitute a Reference Rate Event, the Calculation Agent will consider such notice, but will not be obliged to determine that a Reference Rate Event has occurred solely as a result of receipt of such notice;

Any Replacement Reference Rate, Adjustment Spread and Replacement Reference Rate Amendments will be binding on the Issuer and the Securityholders pursuant to paragraph (b)(i) of Condition 11 (*Meetings of Securityholders and Modification*).

In carrying out any action pursuant to this Condition 3(i), the Calculation shall do so in good faith and a commercially reasonable manner and in accordance with the Agency Agreement.

If, in respect of a Series, there is more than one Reference Rate, then this Condition 3(i) shall apply separately to each such Reference Rate.

(j) *Definitions*

Unless the context otherwise requires, the following terms shall have the meanings set out below:

**“Adjustment Date”** means, in respect of a Reference Rate Event, the later of:

- (i) the first date on which the Calculation Agent has identified a Replacement Reference Rate and has determined an Adjustment Spread, as applicable; and
- (ii) the first to occur of: (A) the first date on which the Reference Rate is no longer available following a Reference Rate Cessation, (B) the Administrator/Benchmark Event Date, (C) the Specified Date, or (D) the Additional Specified Date, as relevant in relation to such Reference Rate Event.

**“Adjustment Spread”** means, in respect of any Replacement Reference Rate, the adjustment, if any, to such Replacement Reference Rate that the Calculation Agent determines, acting in good faith and in a commercially reasonable manner and having regard to any Industry Standard Adjustment, which is required in order to (i) reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from the Issuer to the Securityholders (or *vice versa*) that would otherwise arise as a result of the replacement of the Reference Rate with the Replacement Reference Rate, and (ii) reflect any losses, expenses and costs that will be incurred by the Issuer as a result of entering into and/or maintaining any transactions in place to hedge the Issuer’s obligations under Securities. Any such adjustment may take account of, without limitation, any anticipated transfer of economic value as a result of any difference in the term structure or tenor of the Replacement Reference Rate by comparison to the Reference Rate. The Adjustment Spread may be positive, negative or zero, or determined pursuant to a formula or methodology. If the Calculation Agent is required to determine the Adjustment Spread, it shall consider the Relevant Market Data. If a spread or methodology for calculating a spread has been formally recommended by any Relevant Nominating Body in relation to the replacement of the Reference Rate with the relevant Replacement Reference Rate, then the Adjustment Spread shall be determined on the basis of such recommendation (adjusted as necessary to reflect the fact that the spread or methodology is used in the context of the Securities).

**“Administrator/Benchmark Event”** means the occurrence of a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event, in each case being treated as having occurred on the Administrator/Benchmark Event Date.

**“Administrator/Benchmark Event Date”** means, in respect of a Reference Rate, the date determined by the Calculation Agent to be:

- (i) in respect of a Non-Approval Event, the date on which the relevant authorisation, registration, recognition, endorsement, equivalence decision, approval, inclusion in any official register or similar regulatory or legal requirement is required under any applicable law or regulation for the continued provision and use of such Reference Rate in respect of the Securities or, if such date occurs before the Issue Date, the Issue Date;
- (i) in respect of a Rejection Event, the date on which following the rejection or refusal of the relevant application for authorisation, registration, recognition, endorsement, an equivalence decision, approval or inclusion in any official register, the Issuer or the Calculation Agent is not permitted to perform its or their respective obligations under the Securities under any applicable law or regulation or, if such date occurs before the Issue Date, the Issue Date; and
- (ii) in respect of a Suspension/Withdrawal Event, the date on which following (A) the suspension or withdrawal by the relevant competent authority or other relevant official body of the authorisation, registration, recognition, endorsement, equivalence decision or approval, or (B) the date on which such Reference Rate or the administrator or sponsor of such Reference Rate is removed from the official register, as applicable, the Issuer or the Calculation Agent is not permitted to perform its or their respective obligations under the Securities under any applicable law or regulation or, in each case, if such date occurs before the Issue Date, the Issue Date.

**“Aggregate Issue Size”** means the aggregate issue size of the Securities set out in the applicable Final Terms.

**“Aggregate Nominal Amount”** means the aggregate nominal amount of the Securities set out in the applicable Final Terms.

**“Alternative Post-nominated Reference Rate”** means, in respect of a Series and a Reference Rate, any index, benchmark or other price source which is formally designated, nominated or recommended by:

- (i) any Relevant Nominating Body; or
- (ii) the administrator or sponsor of the Reference Rate, provided that such index, benchmark or other price source is substantially the same as the Reference Rate,

in each case, to replace such Reference Rate.

If a replacement index, benchmark or other price source is designated, nominated or recommended under both paragraphs (i) and (ii) above, then the replacement index, benchmark or other price source designated, nominated or recommended under paragraph (i) shall be the Alternative Post-nominated Reference Rate.

**“Alternative Pre-nominated Reference Rate”** means, in respect of a Series and a Reference Rate, the first of the indices, benchmarks or other price sources specified as such in the applicable Final Terms and not subject to a Reference Rate Event.

**“Benchmarks Regulation”** means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds.

**“Bankruptcy”** means, in respect of any person, that person:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding -up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in (A) above, and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained, in each case, within 15 days of the institution or presentation thereof;
- (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets;
- (vii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured part maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within 15 days thereafter;
- (viii) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (vii) above; or
- (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

**“Business Day”** means, in respect of any city, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in that city.

**“Business Day in the Determination City”** means a day (other than a Saturday or a Sunday) (i) on which banks in the Determination City specified in the applicable Final Terms are open for business and (ii) that is a trading day on the Exchange specified in the applicable Final Terms.

**“Day Count Fraction”** means, in respect of the calculation of an amount of interest and/or premium on any Security 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 and/or a Premium Period, the **“Calculation Period”**):

- (i) if “Actual/Actual” or “Actual/Actual – ISDA” is specified in the applicable Final Terms, 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 applicable Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iii) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” 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 D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (v) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (vi) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case D<sub>2</sub> will be 30;

- (vii) if “Actual/Actual – ICMA” is specified in the applicable Final Terms:
- (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 (1) the number of days in such Determination Period and (2) 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:
    - (1) the number of days in such Calculation Period falling in the Determination Period in which it begins 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
    - (2) the number of days in such Calculation Period falling in the next Determination 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;

where:

“**Determination Date**” means the dates specified as such in the applicable Final Terms or, if none is so specified, the Interest Payment Dates and/or Premium Payment Dates; and

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

“**Designated Maturity**” means the period set out in the applicable Final Terms.

“**Determination City**” means each of the determination cities specified in the applicable Final Terms.

**“Distribution Payment Amount”** means:

- (i) if the Securities are not linked to a Basket, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 6 (*Taxation and Costs*) and the Applicable Schedule, in respect of a Distribution Payment Date, the pro rata share of an amount (if any) representing the cash dividends or other payments (excluding any dividends or other payments that lead to an adjustment under the Applicable Schedule) received by the Hedge Provider in respect of the Reference Underlyings (or assets constituted thereby) (or would be so received if the Hedge Provider held the Reference Underlyings (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge), net of any Costs (as defined in Condition 6 (*Taxation and Costs*)) or adjustments as determined by the Calculation Agent, when cash dividends or other payments on the Reference Underlyings (or assets constituted thereby) become due (as declared by the Reference Entity (as defined in Schedule 1 (*Provisions relating to Equity Linked Securities*)) or the Sponsor (as defined in Schedule 2 (*Provisions relating to Index Linked Securities*))), as the case may be) and are paid in respect of the Reference Underlyings (or assets constituted thereby) for the Securities, converted into the Specified Currency (rounded down to the nearest Unit) by the Calculation Agent using the prevailing Exchange Rate (as defined in Condition 5 (*Redemption and Purchase*)); or
- (ii) if the Securities are linked to a Basket, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 6 (*Taxation and Costs*) and the Applicable Schedule, in respect of a Distribution Payment Date, the pro rata share of an amount (if any) representing the cash dividends or other payments (excluding any dividends or other payments that lead to an adjustment under the Applicable Schedule) received by the Hedge Provider in respect of any Basket Component (or assets constituted thereby) (or would be so received if the Hedge Provider held such Basket Component (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge), net of any Costs (as defined in Condition 6 (*Taxation and Costs*)) or adjustments as determined by the Calculation Agent, when cash dividends or other payments on such Basket Component (or assets constituted thereby) become due (as declared by the relevant Reference Entity (as defined in Schedule 1 (*Provisions relating to Equity Linked Securities*)) or the Sponsor (as defined in Schedule 2 (*Provisions relating to Index Linked Securities*))), as the case may be) and are paid in respect of any such Basket Component (or assets constituted thereby) for the Securities, converted into the Specified Currency (rounded down to the nearest Unit) by the Calculation Agent using the prevailing Exchange Rate.

**“Distribution Payment Date”** means:

- (i) if the Securities are not linked to a Basket, any Business Day in the Determination City that falls within 14 calendar days of the cash dividends or other payments in respect of the Reference Underlying (or assets constituted thereby) (or amounts corresponding to such cash dividends or other payments as described above) having been received by the Hedge Provider (or would be so received if the Hedge Provider held the Reference Underlying (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge), as determined by the relevant Calculation Agent acting in good faith; or
- (ii) if the Securities are linked to a Basket, any Business Day in the Determination City that falls within 14 calendar days of the cash dividends or other payments in respect of any Basket Component (or assets constituted thereby) (or amounts corresponding to such cash dividends or other payments as described above) having been received by the Hedge Provider (or would be so received if the Hedge Provider held such Basket Component (or assets constituted thereby) or pursuant to any Hedging



Arrangement on a theoretical hedge), as determined by the relevant Calculation Agent acting in good faith.

**“Industry Standard Adjustment”** means, in respect of a Reference Rate and an Adjustment Spread, the spread, formula or methodology for calculating a spread or payment (as applicable), that is, in the determination of the Calculation Agent, recognised or acknowledged as being the industry standard (or otherwise customarily widely adopted) for over-the-counter derivative transactions which reference such Reference Rate, which recognition or acknowledgment may be in the form of a press release, a member announcement, a member advice, letter, protocol, publication of standard terms or otherwise by ISDA or any other industry body.

**“Industry Standard Rate”** means, in respect of a Reference Rate, the rate that is, in the determination of the Calculation Agent, recognised or acknowledged as being the industry standard (or otherwise customarily widely adopted) replacement rate for over-the-counter derivative transactions which reference such Reference Rate, which recognition or acknowledgment may be in the form of a press release, a member announcement, a member advice, letter, protocol, publication of standard terms or otherwise by ISDA or any other industry body.

**“Interest Amount”** means the amount of interest payable in respect of a Security on an Interest Payment Date as specified in or calculated in accordance with the provisions specified in the applicable Final Terms or calculated in accordance with this Condition 3 (*Distribution, Interest and Premium*).

**“Interest Commencement Date”** means the Issue Date or such other date as may be specified in the applicable Final Terms.

**“Interest Payment Date”** means (i) if the Floating Rate Securities provisions are specified to be applicable, such date as determined in accordance with Condition 3(c) (*Interest on Floating Rate Securities*); or (ii) in other cases, each date as may be specified in the applicable Final Terms.

**“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.

**“ISDA”** means the International Swaps and Derivatives Association, Inc..

**“ISDA Benchmark Supplement”** means any document published by ISDA to address the requirements under the EU Benchmark Regulation which does not automatically supplement the ISDA Definitions.

**“ISDA Definitions”** means the 2006 ISDA Definitions, as published by ISDA, as amended, supplemented or replaced from time to time.

**“Margin”** means the margin as may be specified in the applicable Final Terms.

**“Non-Approval Event”** means, in respect of a Reference Rate, the determination by the Calculation Agent that one or more of the following events has occurred:

- (i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of such Reference Rate or the administrator or sponsor of such Reference Rate is not obtained;
- (ii) the Reference Rate or the administrator or sponsor of the Reference Rate is not included in the official register; or
- (iii) such Reference Rate or the administrator or sponsor of such Reference Rate does not fulfil any legal or regulatory requirement applicable to the Issuer or the Calculation Agent or such Reference Rate,

in each case, as required under any applicable law or regulation in order for the Issuer or the Calculation Agent to perform its or their respective obligations under the Securities, provided that a Non-Approval Event shall not occur if such Reference Rate or the administrator or sponsor of such Reference Rate is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended if, at the time of such suspension, the continued provision and use of such Reference Rate is permitted in respect of the Securities under the applicable law or regulation.

**“Premium Amount”** means the amount of any premium payable in respect of a Security on a Premium Payment Date as specified in the applicable Final Terms or calculated in accordance with Condition 3 (*Distribution, Interest and Premium*).

**“Premium Commencement Date”** means the Issue Date or such other date as may be specified in the applicable Final Terms.

**“Premium Payment Date”** means each Premium Payment Date specified in the applicable Final Terms.

**“Premium Period”** means the period beginning on (and including) the Premium Commencement Date and ending on (but excluding) the first Premium Payment Date and each successive period beginning on (and including) a Premium Payment Date and ending on (but excluding) the next succeeding Premium Payment Date.

**“Rate Multiplier”** means the rate multiplier as may be specified in the applicable Final Terms.

**“Rate of Interest”** means the rate of interest payable from time to time in respect of a Security as specified in the applicable Final Terms or calculated in accordance with Condition 3 (*Distribution, Interest and Premium*).

**“Rate of Premium”** means the rate of premium payable from time to time in respect of a Security as specified in the applicable Final Terms.

**“Reference Rate”** means a Floating Rate Option, a Rate of Premium and any index, benchmark or price source by reference to which any amount payable under the Securities is determined. To the extent that a Replacement Reference Rate applies in respect of the Securities, such Replacement Reference Rate shall be a "Reference Rate" for the Securities during the period in which it is used.

**“Reference Rate Cessation”** means, in respect of a Reference Rate, the determination by the Calculation Agent that one or more of the following events has occurred:

- (i) a public statement by either the supervisor of the administrator of the Reference Rate or the administrator of the Reference Rate announcing the Bankruptcy of that administrator provided that, at the time of such public statement or publication, there is no successor administrator that will continue to provide the Reference Rate;
- (ii) a public statement by the administrator of such Reference Rate announcing that it has ceased or will cease to provide such Reference Rate permanently or indefinitely, provided that, at the time of such public statement, there is no successor administrator that will continue to provide such Reference Rate;
- (iii) a public statement by the supervisor of the administrator of such Reference Rate announcing that such Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of such Reference Rate announcing that such Reference Rate may no longer be used,

provided that, in each case, a Reference Rate Cessation shall only occur if the first day on which such Reference Rate is no longer available falls on or before the Maturity Date.

**“Reference Rate Event”** means, in respect of a Reference Rate, the determination by the Calculation Agent that one or more of the following events has occurred:

- (i) a Reference Rate Cessation;
- (ii) an Administrator/Benchmark Event;
- (iii) such Reference Rate is, with respect to over-the-counter derivatives transactions which reference such Reference Rate, the subject of any market-wide development (which may be in the form of a protocol by ISDA) pursuant to which such Reference Rate is, on a specified date (the **“Specified Date”**), replaced with another rate established in order to comply with the recommendations in the Financial Stability Board's paper entitled **“Reforming Major Interest Rate Benchmarks”** dated 22 July 2014; or
- (iv) any other event (if any) that constitutes a **“Benchmark Trigger Event”** pursuant to (and as defined in) the ISDA Benchmark Supplement (if any) published by ISDA up to, and including, the Issue Date of the first Tranche of the Securities, and the date on which such event occurs, as determined by the Issuer, shall be the **“Additional Specified Date”**.

**“Rejection Event”** means, in respect of a Reference Rate, the determination by the Calculation Agent that the relevant competent authority or other relevant official body has rejected or refused any application for authorisation, registration, recognition, endorsement, an equivalence decision, approval or inclusion in any official register which, in each case, is required in relation to such Reference Rate or the administrator of such Reference Rate under any applicable law or regulation in order for the Issuer or the Calculation Agent to perform its or their respective obligations under the Securities.

**“Relevant Market Data”** means, in relation to any determination by the Calculation Agent, any relevant information including, without limitation, one or more of the following types of information:

- (i) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, alternative benchmarks, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or
- (ii) information of the type described in paragraph (i) above from the Calculation Agent's internal sources if that information is of the same type used by the Issuer for adjustments to, or valuations of, similar transactions.

Third parties supplying market data pursuant to paragraph (i) above may include, without limitation, central counterparties, exchanges, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other recognised sources of market information.

**“Relevant Nominating Body”** means, in respect of a Reference Rate:

- (i) the central bank for the currency in which such Reference Rate is denominated or any central bank or other supervisory authority which is responsible for supervising such Reference Rate or the administrator of such Reference Rate; or
- (ii) any working group or committee officially endorsed or convened by (A) the central bank for the currency in which such Reference Rate is denominated, (B) any central bank or other supervisory authority which is responsible for supervising such Reference Rate or the administrator of such Reference Rate, (C) a group of those central banks or other supervisory authorities, or (D) the Financial Stability Board or any part thereof.

**“Replacement Reference Rate”** means, in respect of a Reference Rate:

- (i) the Alternative Pre-nominated Reference Rate (if any); or

- (ii) (A) if paragraph (i) above does not apply, an Alternative Post-nominated Reference Rate which the Calculation Agent determines is an Industry Standard Rate; or
- (B) if the Calculation Agent determines that there is no Alternative Post-nominated Reference Rate or that no Alternative Post-nominated Reference Rate is an Industry Standard Rate, any other index, benchmark or other price source selected by the Calculation Agent which the Calculation Agent determines is an Industry Standard Rate (an "**Alternative Industry Standard Reference Rate**").

If the Replacement Reference Rate is determined to be an Alternative Post-nominated Reference Rate or an Alternative Industry Standard Reference Rate, the Calculation Agent shall specify a date on which the relevant index, benchmark or other price source was recognised or acknowledged as being the relevant industry standard (which may be before such index, benchmark or other price source commences) in the Replacement Details Notice and the Issuer shall include such information in the Replacement Reference Rate Notice.

For the avoidance of doubt, following the occurrence of a Reference Rate Event, the Replacement Reference Rate shall be determined without having regard to any applicable fallback provisions contemplated within the original Reference Rate.

**"Suspended Interest Amount"** means, in respect of a Security, if pursuant to Condition 4(e) (*Suspension of Payments following a Reference Rate Event*), one or more Interim Reference Rate Payment Dates occur and no Suspended Interest Payment Date occurs prior to the Reference Rate Event Redemption Notice Date, an amount determined by the Calculation Agent as being equal to the interest and/or premium, as the case may be, that would have accrued in respect of interest and/or premium, as the case may be, during (i) any period (each such period a "**Relevant Period**") to which an Interim Reference Rate Payment Date relates, and (ii) any period beginning on, and including, the first day following the last day included in the last Relevant Period and ending on, but excluding, the earlier of (x) any Early Redemption Date designated other than in respect of Condition 5(d) (*Redemption following a Reference Rate Event*) or (y) the Reference Rate Event Redemption Notice Date, in each case, as if such interest and/or premium, as the case may be, was accruing at a rate determined by the Calculation Agent (acting in good faith and a commercially reasonable manner) that is comparable to the Reference Rate in respect of which a Reference Rate Event has occurred and which resulted in the occurrence of a Reference Rate Event Redemption Notice Date.

**"Suspension/Withdrawal Event"** means, in respect of a Reference Rate, the determination by the Calculation Agent that one or more of the following events has occurred:

- (i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to such Reference Rate or the administrator or sponsor of such Reference Rate which is required under any applicable law or regulation in order for the Issuer or the Calculation Agent to perform its or their respective obligations under the Securities; or
- (ii) such Reference Rate or the administrator or sponsor of such Reference Rate is removed from any official register where inclusion in such register is required under any applicable law or regulation in order for the Issuer or the Calculation Agent to perform its or their respective obligations under the Securities,

provided that a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of such Reference Rate is permitted in respect of the Securities under the applicable law or regulation.

## 4 PAYMENTS

### (a) *Method of payment*

Subject as provided below in this Condition 4 (*Payments*), payments will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

### (b) *Payments*

Payments of any principal in respect of each Security will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Security at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder of the Security appearing in the Register at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, “**Designated Account**” means the account maintained by a holder with a Designated Bank and identified as such in the Register and “**Designated Bank**” means a bank in the principal financial centre of the country of such Specified Currency.

Subject to Condition 4(e) (*Suspension of Payments following a Reference Rate Event*) below, payments of any distribution, interest or premium in respect of each Security will be made in the manner provided in the preceding paragraph by transfer to the Designated Account of the holder of the Security appearing in the Register at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date.

No commissions or expenses shall be charged to such holders by the relevant Registrar in respect of any payments of any amount payable in respect of the Securities.

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Global Securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

### (c) *Payment Day*

If the date for payment of any amount in respect of any Security is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further payment in respect of such delay. For these purposes, “**Payment Day**” means any day (other than Saturday or Sunday) which is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

- (i) the relevant place of presentation;
- (ii) (A) if the Specified Currency is a currency other than euro, Australian dollars or New Zealand dollars, the principal financial centre of the country of the relevant Specified Currency; (B) if the Specified Currency is Australian dollars or New Zealand dollars, Sydney and Auckland, respectively; or (C) if the Specified Currency is euro, a day on which the TARGET2 System or any successor thereto is operating, where “**TARGET2 System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer System; and
- (iii) any Additional Financial Centre specified in the applicable Final Terms.

(d) *Payments through The Depositary Trust Company*

Subject to Condition 4(e) (*Suspension of Payments following a Reference Rate Event*) below, payments of principal and interest in respect of Rule 144A Global Securities denominated in U.S. dollars will be made in accordance with this Condition. Payments of principal and interest in respect of Rule 144A Global Securities registered in the name of, or in the name of a nominee for, DTC and denominated in a Specified Currency other than U.S. dollars will be made or procured to be made by the Paying Agent in the relevant Specified Currency in accordance with the following provisions. The amounts in such Specified Currency payable by the Paying Agent or its agent to DTC with respect to Rule 144A Global Securities held by DTC or its nominee will be received from the Issuer by the Paying Agent who will make payments in such Specified Currency by wire transfer of same day funds to the designated bank account in such Specified Currency of those DTC participants entitled to receive the relevant payment who have made an irrevocable election to DTC, in the case of interest payments, on or prior to the third DTC Business Day after the Record Date for the relevant payment of interest and, in the case of principal payments, at least 12 DTC Business Days prior to the relevant payment date of principal, to receive that payment in such Specified Currency. The Paying Agent, after an exchange agent has converted amounts in such Specified Currency into U.S. dollars, will deliver such U.S. dollar amount in same day funds to DTC for payment through its settlement system to those DTC participants entitled to receive the relevant payment who did not elect to receive such payment in such Specified Currency. The Agency Agreement sets out the manner in which such conversions are to be made. As used herein, “**DTC Business Day**” means any day on which DTC is open for business and “**Record Date**” means, in respect of any payment of principal or interest, the fifteenth DTC Business Day before the due date for payment thereof.

(e) *Suspension of Payments following a Reference Rate Event*

If (x) a Reference Rate Event has occurred in respect of a Reference Rate, (y) the Calculation Agent has delivered a Reference Rate Event Notice and (z) the Securities have not yet been redeemed in accordance with Condition 5(d) (*Redemption following a Reference Rate Event*):

- (A) If the Calculation Agent has been unable to identify a Replacement Reference Rate and/or determine an Adjustment Spread on or prior to the Applicable Cut-off Date (as defined in Condition 5(a) (*Definitions*) below), and:
  - (I) a determination is required to be made under the Conditions by reference to the affected Reference Rate (the date on which such determination is required, an “**Interim Reference Rate Calculation Date**”), then no determination shall be made; and
  - (II) a payment is scheduled to be made under the Securities in respect of which the amount payable is dependent on a determination to be made on an Interim Reference Rate Calculation Date, then no payment (or delivery, if applicable) of (1) principal or (2) premium and/or interest, which is calculated by reference to the affected Reference Rate, shall be made by the Issuer in respect of the Securities on the scheduled payment date.
- (B) If the Calculation Agent has identified a Replacement Reference Rate and determined an Adjustment Spread in accordance with Condition 3(i) (*Occurrence of a Reference Rate Event*) on or prior to the Applicable Cut-off Date, then:
  - (I) the Calculation Agent shall make the determinations that were scheduled to have been made on each Interim Reference Rate Calculation Date, assuming that the Replacement Reference Rate, the Adjustment Spread and the Replacement Reference Rate Amendments specified in the Replacement Reference Rate Notice applied in relation to the Interim Reference Rate Calculation Date. If, for whatever reason, the Replacement Reference Rate is not available on any Interim Reference Rate Calculation Date, the relevant determinations shall be made on the

immediately following day on which the Replacement Reference Rate is available (which shall be no later than the Applicable Cut-off Date); and

- (II) the balance of the (1) principal or (2) premium and/or interest that would have been payable in respect of the Securities but for paragraph (I) above shall be due on the 10th Business Day in the Determination City following the Adjustment Date, but determined in accordance with paragraph (I) above.
- (C) Securityholders shall not be entitled to a further payment as a consequence of the fact that such payment of such principal, premium and/or interest is postponed pursuant to this Condition 4(e).

## 5 REDEMPTION AND PURCHASE

### (a) Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

**“Affiliate”** means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person or power to direct or cause the direction of the management and policies of a person, whether by contract or otherwise.

**“Applicable Cut-off Date”** means, in respect of a Series and a Reference Rate, the earliest to occur of:

- (i) the Specified Date; or
- (ii) the date that falls the number of Business Days in the Determination City specified in the applicable Final Terms, or, if not so specified, the 60th Business Day in the Determination City following the occurrence of the Administrator/Benchmark Event or following the first date on which the Reference Rate is no longer available following a Reference Rate Cessation,

as relevant in respect of the Reference Rate Event.

**“Applicable Schedule”** means the Schedule to these Terms and Conditions that is specified to be applicable as a result of the classification of the Reference Underlying under “Type of Reference Underlying” in the applicable Final Terms.

**“Basket”** has the meaning given to it in the Applicable Schedule.

**“Basket Component”** has the meaning given to it in the Applicable Schedule.

**“Disrupted Day”** has the meaning given to such term in the Applicable Schedule.

**“Early Redemption Amount”** has, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*) and Condition 6 (*Taxation and Costs*), (i) in respect of an early redemption pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(d) (*Redemption following a Reference Rate Event*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*), the meaning given to such term in the Applicable Schedule or (ii) in respect of an early redemption other than pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*), the Fair Market Value.

**“Early Redemption Date”** means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*) and Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), (i) in relation to a redemption

at the option of the Issuer pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(d) (*Redemption following a Reference Rate Event*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 5(i) (*Illegality Event*) or the Applicable Schedule, the date falling five Business Days after the Notice Date; and (ii) in relation to a redemption at the option of the Securityholder pursuant to Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*), the date falling 15 Business Days after the Notice Date, or, in either case, such other date as specified in the applicable Final Terms.

**“Early Redemption Notice”** means:

- (i) in relation to a redemption at the option of the Securityholder pursuant to Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*), a notice in the form obtainable from any of the Paying Agents electing that any one or more Securities be redeemed by the Issuer given to the Specified Office of the Principal Paying Agent in accordance with Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*); and
- (ii) in relation to a redemption at the option of the Issuer pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(d) (*Redemption following a Reference Rate Event*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 5(i) (*Illegality Event*) or the Applicable Schedule, a notice (if any) required to be given by the Issuer to the Securityholders in accordance with Condition 10 (*Notices*).

**“Equity Linked Securities”** means Securities in respect of which “Single Reference Underlying” or “Basket of Reference Underlyings” is specified under “Type of Reference Underlying” in the applicable Final Terms.

**“Exchange Rate”** means, in relation to any day, the rate of exchange of the Relevant Currency for the Specified Currency (or the effective rate resulting from the application of rates into and out of one or more Intermediate Currencies) (expressed as the number of units of the Relevant Currency for which one unit of the Specified Currency can be exchanged) as determined by the Calculation Agent to be the prevailing spot rate of exchange on such date, by reference to (i) the rates of exchange, if available, obtained by the Hedge Provider in exchanging the Relevant Currency obtained (or would be so obtained if the Hedge Provider held the Reference Underlyings (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge) from selling the relevant Reference Underlyings (or assets constituted thereby) or unwinding Hedging Arrangements held directly or indirectly by the Hedge Provider to hedge the Issuer’s obligations in respect of the Securities as appropriate or, as the case may be, converting cash dividends or other payments paid in respect of such Reference Underlyings (or assets constituted thereby) to or to the order of, or otherwise received by, the Hedge Provider (or would be so received if the Hedge Provider held the Reference Underlyings (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge) for the Relevant Currency and/or (ii) such other factors as the Calculation Agent shall decide in good faith provided that if an FX Disruption Event has occurred and is continuing on any date on which the Exchange Rate is to be determined, then such Exchange Rate shall be determined on such factors and in such manner as the Calculation Agent shall determine in good faith.

**“Fair Market Value”** means, in respect of each Security, an amount in the Specified Currency (rounded down to the nearest Unit) equal to the fair market value of such Security immediately prior to such redemption (which may be nil) taking into consideration all information which the Calculation Agent deems relevant (including, without limitation, the circumstances that resulted in the events causing such redemption) less a pro rata share of the cost to the Hedge Provider of unwinding any related Hedging Arrangements (or the cost that would be incurred by the Hedge Provider of unwinding any related Hedging Arrangements, if the Hedge Provider entered into such Hedging Arrangements) (including, without limitation, selling or otherwise realising the relevant Reference Underlyings (or assets constituted thereby)) in relation to the Securities, all as determined by the Calculation Agent, provided that in determining the Fair Market Value in respect of an



early redemption pursuant to an Illegality Event, the Calculation Agent shall assume such illegality, impossibility or impracticality had not occurred.

**“FPI Regulations”** means the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019 (as amended) and any legislation or regulation replacing or supplementing the same and guidelines and circulars published by SEBI pursuant thereto as such term may be interpreted and/or applied from time to time.

**“Final Redemption Amount”** has, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*) and Condition 6 (*Taxation and Costs*), the meaning given to such term in the Applicable Schedule.

**“FX Disruption Event”** means:

- (i) an event in relation to a Reference Underlying Jurisdiction which, in the determination of the Calculation Agent, has the effect of prohibiting, preventing, restricting or materially delaying:
  - (A) the exchange of the Relevant Currency into the Specified Currency (whether directly or, pursuant to any Hedging Arrangements, indirectly by exchange into a third currency (the **“Intermediate Currency”**) and exchange therefrom into the Specified Currency) through customary legal channels; or
  - (B) the exchange of the Relevant Currency or the Intermediate Currency for the Specified Currency or the Intermediate Currency at a rate at least as favourable as the rate for domestic institutions located in the Reference Underlying Jurisdiction; or
  - (C) the free and unconditional transferability of the Relevant Currency, the Intermediate Currency or the Specified Currency from accounts inside the Reference Underlying Jurisdiction to accounts outside the Reference Underlying Jurisdiction; or
  - (D) the free and unconditional transferability of the Relevant Currency, the Intermediate Currency or the Specified Currency between accounts inside the Reference Underlying Jurisdiction or to a party that is a non-resident of the Reference Underlying Jurisdiction,

in each case, as compared to the position on the Trade Date; or
- (ii) the imposition by the Reference Underlying Jurisdiction (or any political or regulatory authority thereof) of any capital controls, or the publication of any notice of an intention to do so, which the Calculation Agent determines in good faith is likely materially to affect the Securities, and notice thereof is given by the Issuer to the Securityholders in accordance with Condition 10 (*Notices*).

**“Hedge Proceeds”** means the cash amount constituting the proceeds received by the Hedge Provider in respect of any Hedging Arrangements (or would be so received if the Hedge Provider held the Reference Underlying (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge), subject to a minimum of zero.

**“Hedge Provider”** means, in respect of a Hedging Arrangement, the Issuer, the Affiliate or the third party counterparty which has entered into such Hedging Arrangement.

**“Hedging Arrangements”** means any hedging arrangements entered into by the Issuer (or an Affiliate or third party counterparty) at any time to hedge the Issuer’s obligations in respect of the Securities, including, without limitation the purchase and/or sale of any securities, any shares or units in funds linked to the performance of any securities, any options or futures on any securities or any depository receipts in respect of any securities and any associated foreign exchange transactions.

**“Hedging Disruption Event”** means that, as determined by the Calculation Agent:

- (i) a Hedge Provider is restricted from taking or is unable to, after using commercially reasonable efforts, take any of the following actions: (A) acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any Hedging Arrangements or any other transaction(s) or asset(s) it deems necessary to hedge the price risk of the Issuer issuing and performing its obligations with respect to the Securities; or (B) realising, recovering or remitting the Hedge Proceeds or any other proceeds of any such transaction(s) or asset(s); or
- (ii) as a result of the implementation by the Reference Underlying Jurisdiction (or any political or regulatory authority thereof) of, or the publication of any notice of an intention to implement, any changes to the laws or regulations relating to foreign investment in the Reference Underlying Jurisdiction (including, but not limited to, changes in tax laws and/or laws relating to capital markets and corporate ownership), a Hedge Provider’s ability to hedge the Issuer’s obligations in respect of the Securities is materially affected.

Such event may occur as a result of, but not limited to, the redemption, termination or cancellation, if applicable, of the relevant Reference Underlyings for any reason (other than, if applicable, the exercise of the relevant Reference Underlyings in accordance with their normal terms).

For the avoidance of doubt, if “China Connect” is specified in relation to any Reference Underlying in the relevant Final Terms, for the purposes of this definition, “using commercially reasonable efforts” does not include the use of any quota granted to a Hedge Provider or its Affiliates under the Qualified Foreign Institutional Investor (“**QFII**”) or Renminbi Qualified Foreign Institutional Investor (“**RQFII**”) schemes.

**“Illegality Event”** means that, as determined by the Calculation Agent:

- (i) it is, becomes or will become illegal, impossible or impracticable (including, in the case of Securities linked to Indian Reference Underlyings, such illegality, impossibility or impracticability occurring by virtue of the FPI Regulations) in whole or in part as a result of compliance in good faith with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or interpretation thereof (including, in the case of Securities linked to Indian Reference Underlyings, the FPI Regulations) (“**applicable law**”) for the Issuer to enter into or perform its obligations under any Relevant Instruments or for any Relevant Instruments to remain outstanding, including where, in the opinion of the Calculation Agent, the effect of the applicable law would be to impose any limit on the notional amount of any such Relevant Instruments which may be or remain outstanding or to require any or all of such Relevant Instruments to be unwound, cancelled, redeemed or terminated;
- (ii) in the case of Securities for which “China Connect – ChiNext Shares” is specified in relation to any Reference Underlying in the relevant Final Terms, the owner or the beneficial owner of such Securities is not or ceases to be an Eligible Investor; or
- (iii) any Hedging Arrangements of a Hedge Provider in respect of the Relevant Instruments is, becomes or will become illegal, impossible or impracticable in whole or in part as a result of compliance in good faith with any applicable law.

**“Index Basket”** has the meaning given to it in the Applicable Schedule.

**“Index Basket Component”** has the meaning given to it in the Applicable Schedule.

**“Index Linked Securities”** means Securities in respect of which “Index” or “Index Basket” is specified under “Type of Reference Underlying” in the applicable Final Terms.

**“Intermediate Currency”** has the meaning given in the definition of “FX Disruption Event”.

**“Investor Put Cut-off Time”** means the time specified as such in the applicable Final Terms.

**“Issue Date”** means, in respect of any Security, the date of issue of such Security being, in the case of any Definitive Security represented initially by a Global Security, the same date as the date of issue of the Global Security which initially represented such Security.

**“Issue Price”** means the price at which the Securities will be issued as specified in the applicable Final Terms.

**“Jurisdictional Event”** means:

- (i) any event which occurs, whether of general application or otherwise and which occurs as a result of present or future risks in or connected with the Reference Underlying Jurisdiction relating to the Securities, including, but not limited to, risks associated with fraud and/or corruption, political risk, legal uncertainty, imposition of foreign exchange controls or capital controls, changes in laws or regulations and changes in the interpretation and/or enforcement of laws and regulations (including, without limitation, those relating to taxation) and other legal and/or sovereign risks;
- (ii) the Calculation Agent determines that a Hedge Provider is not able to buy and/or sell any Reference Underlyings related to the Securities via a trading system commonly used within the relevant Reference Underlying Jurisdiction for these kind of Reference Underlyings (including, if “China Connect” is specified in relation to any Reference Underlying in the relevant Final Terms, the China Connect Service) or such trading system fails to calculate and publish the price of any Reference Underlyings on a day on which the Calculation Agent determines that such calculation and publication was otherwise expected to be made; or
- (iii) in relation to Securities in respect of which Saudi Arabia is specified as (in respect of Securities not linked to a Basket or an Index Basket) the Reference Underlying Jurisdiction or (in respect of Securities linked to a Basket or an Index Basket) a Reference Underlying Jurisdiction in respect of a Basket Component or Index Basket Component, the Capital Market Authority (or any successor or equivalent body) of Saudi Arabia has requested that any Hedge Provider terminates or otherwise modifies any Hedging Arrangements or imposes any qualitative or quantitative limitation or any other requirements in relation to any Hedging Arrangements, the Securities, the holders or any document or matter in relation thereto,

and in the case of (i) and (ii) which has or may have (as determined by the Calculation Agent) the effect of reducing or eliminating the value of the Hedge Proceeds at any time.

**“Last Date for Early Redemption”** means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*) and Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), the Valuation Date specified in the applicable Final Terms.

**“Maturity Date”** means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*) and Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), the Maturity Date specified in the applicable Final Terms (or if such date is not a Business Day, the next following Business Day).

**“Notice Date”** means (i) in relation to an early redemption at the option of the Securityholder pursuant to Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*), any Business Day in the Determination City on which the Issuer receives an Early Redemption Notice in relation to that Security provided that any Early Redemption Notice received by the Issuer after the Investor Put Cut-off Time on any Business Day in the Determination City shall be deemed to have been received on the next following Business Day in the Determination City or (ii) in relation to an early redemption of a Security at the option of the Issuer pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(d) (*Redemption following a Reference Rate Event*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*) or Condition 5(i) (*Illegality Event*), any Business Day in the

Determination City which is specified in the notice of redemption given to Securityholders by the Issuer in accordance with Condition 10 (*Notices*).

**“Offshore Derivative Instruments”** means offshore derivative instruments within the meaning of the FPI Regulations.

**“Reference Underlying”** has the meaning given to it in the Applicable Schedule.

**“Reference Underlying Jurisdiction”** has the meaning given to it in the Applicable Schedule.

**“Relevant Currency”** means, in respect of a Reference Underlying, the currency for such Reference Underlying as specified in the applicable Final Terms.

**“Relevant Instruments”** means, in respect of the Securities, such Securities and any other securities, instruments or contracts issued or entered into by the Issuer and any of its Affiliates in respect of any Reference Underlyings of such Securities (and in the case of Indian Reference Underlyings, such securities, instruments or contracts which are, or are commonly regarded by SEBI as, Offshore Derivative Instruments).

**“SEBI”** means the Securities and Exchange Board of India.

**“Specified Currency”** means U.S. dollars, unless specified otherwise in the applicable Final Terms.

**“Specified Denomination”** means the denomination of the Securities specified in the applicable Final Terms.

**“Specified Office”** means, in relation to the Issuer, the Registrar, any Transfer Agent or any Paying Agent, the office specified hereon.

**“Trade Date”** means the date specified as such in the applicable Final Terms.

**“Unit”** means, in relation to any currency, the unit of that currency that is specified hereon.

**“U.S. dollar”, “USD”, “U.S.\$” or “US\$”** each means the lawful currency of the United States of America.

**“Valuation Date”** means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*) and Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), the date specified as such in the applicable Final Terms, or if there is an early redemption pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(d) (*Redemption following a Reference Rate Event*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*), the Notice Date, provided that if any such date is not a Business Day in the Determination City, the Valuation Date shall fall on the next following Business Day in the Determination City.

(b) *Redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Security will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, these Terms and Conditions and the applicable Final Terms in the relevant Specified Currency on the Maturity Date. Thereafter, the Issuer shall have no further obligations in respect of such Security.

(c) *Redemption for tax reasons*

The Issuer may at any time, having given an Early Redemption Notice to the Securityholders (which notice shall be irrevocable and shall specify the date fixed for redemption) redeem all, but not part only, of the Securities on the Early Redemption Date at the Early Redemption Amount, together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Early Redemption Date in the event that: (i) as a result of any change in, or amendment to, the laws or regulations of a Reference Underlying Jurisdiction or any political sub-division of, or any authority in, or of, a Reference Underlying Jurisdiction or any change in the application or official interpretation of the laws or regulations of, a Reference Underlying

Jurisdiction which change becomes effective after the Trade Date (whether or not such change has retrospective or retroactive effect), Securityholders become liable to pay tax on capital gains realised on the sale or other disposition of Securities in such Reference Underlying Jurisdiction or tax is required to be withheld in respect of any payments in respect of the Securities or the relevant Reference Underlyings; or (ii) any tax is required to be withheld or is imposed in respect of any payments in respect of any Hedging Arrangements entered into, directly or indirectly, by a Hedge Provider.

(d) *Redemption following a Reference Rate Event*

If, following the occurrence of a Reference Rate Event, the Calculation Agent determines that:

- (i) it cannot identify a Replacement Reference Rate or determine an Adjustment Spread in accordance with Condition 3(i) (*Occurrence of a Reference Rate Event*) on or before the Applicable Cut-off Date;
- (ii) it (x) is or would be unlawful at any time under any applicable law or regulation or (y) would contravene any applicable licensing requirements, for the Calculation Agent to perform the actions prescribed in Condition 3(i) (*Occurrence of a Reference Rate Event*) (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time);
- (iii) an Adjustment Spread is or would be a benchmark, index or other price source whose production, publication, methodology or governance would subject the Calculation Agent to material additional regulatory obligations (such as the obligations for administrators under the Benchmarks Regulation; or
- (iv) having identified a Replacement Reference Rate and determined an Adjustment Spread on or before the Applicable Cut-off Date in accordance with Condition 3(i) (*Occurrence of a Reference Rate Event*), the adjustments provided for in Condition 3(i) (*Occurrence of a Reference Rate Event*) would not achieve a commercially reasonable result for any of the Calculation Agent, the Issuer or the Securityholders,

then the Calculation Agent shall give notice of such fact to the Issuer, the Principal Paying Agent and the Registrar (the date such notice is given by the Calculation Agent, the “**Reference Rate Event Redemption Notice Date**”). Upon being so notified, the Issuer shall then give an Early Redemption Notice to the Securityholders (which shall be irrevocable and shall also describe the relevant determination in paragraphs (i) to (iv) above) and each Security of such Series shall be redeemed on the Early Redemption Date at its Early Redemption Amount together with the Suspended Interest Amount (if any). For the avoidance of doubt, no other amounts shall be payable in respect of the Securities on account for interest (including any interest on any suspended amounts) or otherwise.

(e) *Redemption at the option of the Issuer (Issuer Call)*

If Issuer Call is specified as being applicable in the Final Terms, upon the Issuer giving to the Securityholders an Early Redemption Notice at any time prior to the Last Date for Early Redemption, the Issuer, upon the expiry of such notice, will redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (or in part), such Securities on the Early Redemption Date and at the Early Redemption Amount, together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Early Redemption Date. Securities may be redeemed under this Condition 5(e) in an amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount.

(f) *Redemption at the option of the Securityholders (Investor Put)*

If Investor Put is specified as being applicable in the Final Terms, upon the holder of any Security giving to the Issuer an Early Redemption Notice at any time prior to the Last Date for Early Redemption, the Issuer, upon the expiry of such notice, will redeem, subject to, and in accordance with, the terms specified in the

applicable Final Terms, in whole (or in part), such Security on the Early Redemption Date and at the Early Redemption Amount, together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Early Redemption Date. Securities may be redeemed under this Condition 5(f) in an amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount.

If the Securities are in definitive form, to exercise the right to require redemption of the Securities the holder of the Securities must deliver such Securities to the specified office of the Registrar at any time during normal business hours of such Registrar falling within the notice period, accompanied by a duly completed and signed Early Redemption Notice, in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 5(f) and the nominal amount or number of Securities, as the case may be, to be redeemed and, if less than the full nominal amount or number of the Securities so surrendered is to be redeemed, an address to which the balance of such Securities is to be sent subject to and in accordance with the provisions of Condition 1 (*Form, Denomination, Title and Transfer*). Any Early Redemption Notice given by a holder of any Security pursuant to this Condition 5(f) shall be irrevocable.

(g) *Redemption Disruption Events and Cut-off Date*

(i) If the Calculation Agent determines that at any time during the period from (and including) the Valuation Date to (but excluding) the date specified to be the Maturity Date or the Early Redemption Date (as the case may be) in the applicable Final Terms:

- (A) in relation to any Equity Linked Securities, the occurrence of an event that falls within sub-paragraph (i) or (ii) of the definition of “Potential Adjustment Event” in respect of which any Further Reference Underlying has not yet been delivered to the existing holders of the relevant Reference Underlyings;
- (B) in relation to any Securities, the occurrence or existence of a Hedging Disruption Event, Jurisdictional Event, FX Disruption Event or Disrupted Day; or
- (C) any law or regulation is imposed which affects a Hedge Provider’s ability to own, sell or transfer any Reference Underlyings (or assets constituted thereby),

(each, a “**Redemption Disruption Event**”), the Calculation Agent shall as soon as reasonably practicable notify the holders of the relevant Securities of the occurrence of such Redemption Disruption Event, whereupon the provisions of sub-paragraph (ii) shall become applicable.

(ii) Upon the occurrence of a Redemption Disruption Event:

- (A) The Maturity Date or the Early Redemption Date (as the case may be) in respect of the relevant Securities shall be extended to a date (the “**Extended Date**”) falling 45 calendar days after the original Maturity Date or Early Redemption Date (as the case may be).

For the purpose of this Condition 5(g)(ii)(A) and subject to Condition 5(g)(ii)(B) below, the Valuation Date shall be deemed to be the first Business Day in the Determination City after the date on which the Redemption Disruption Event is no longer operating.

- (B) In the event that a Redemption Disruption Event is still operating on the 14th calendar day in the Determination City immediately preceding the Extended Date (the “**Cut-off Date**”), then the Valuation Date shall be deemed to be such Cut-off Date, and the Issuer shall redeem all, but not part only, of the Securities on the Extended Date at their Final Redemption Amount or Early Redemption Amount (as the case may be and as adjusted in accordance with the following paragraph), together with any Interest Amount and/or Premium Amount (if

applicable) accrued to (but excluding) the Maturity Date or Early Redemption Date (as the case may be).

The Calculation Agent shall make such adjustment to the Final Redemption Amount or the Early Redemption Amount as it shall determine in good faith and in a commercially reasonable manner to take account of the effect of such Redemption Disruption Event on the Hedging Arrangements and any difference between the Hedge Proceeds and the amount which, but for these provisions, would otherwise be the Final Redemption Amount or the Early Redemption Amount and/or the Calculation Agent may make any other amendments to the Conditions (without the consent of the Securityholders) to take account of the event.

The Issuer will use, and will procure that a Hedge Provider uses, commercially reasonable endeavours to preserve the value of the Hedge Proceeds, but it shall not be obliged to take any measures which it determines to be commercially impracticable.

- (iii) Upon the payment of the Final Redemption Amount or the Early Redemption Amount, as the case may be, in respect of a Security in accordance with sub-paragraph (ii) above, the Issuer shall have discharged all of its obligations in respect of such Security and the Issuer shall have no other liability or obligation whatsoever in respect thereof except in the event of a loss resulting directly from the fraud, wilful default or gross negligence of the Issuer or the Calculation Agent.

(h) *Hedging Disruption Event and Jurisdictional Event*

- (i) Upon the occurrence of a Hedging Disruption Event or a Jurisdictional Event, as the case may be, the Issuer may, but is not obliged to, give notice to Securityholders in accordance with Condition 10 (*Notices*) of the occurrence of such Hedging Disruption Event or Jurisdictional Event, as the case may be, stating whether the Issuer has elected to:
  - (A) suspend its obligations in respect of the Securities to such date as notified by the Issuer;
  - (B) make adjustments to the terms and conditions of the Securities; or
  - (C) by giving an Early Redemption Notice to the Securityholders, redeem the Securities in accordance with this Condition 5(h).
- (ii) If the Issuer elects to suspend its obligations in respect of the Securities in accordance with Condition 5(h)(i)(A) above, such obligations shall be suspended up until such date as notified by the Issuer to the Securityholders. In the event that such date shall not have been notified before the date which falls 45 calendar days after the Maturity Date, the Securities shall be redeemed pursuant to Condition 5(h)(iv). If the Issuer has elected to suspend its obligations pursuant to the foregoing, the Issuer shall nevertheless retain the right at any time prior to the date which falls 45 calendar days after the Maturity Date to redeem the Securities pursuant to Condition 5(h)(iv) by giving an Early Redemption Notice to the Securityholders.
- (iii) If the Issuer elects to make adjustments to the terms and conditions of the Securities in accordance with Condition 5(h)(i)(B) (*Hedging Disruption Event and Jurisdictional Event*) above, the Calculation Agent shall make such adjustment to the Final Redemption Amount or the Early Redemption Amount as it shall determine in good faith and in a commercially reasonable manner to take account of the effect of such Hedging Disruption Event or Jurisdictional Event on the Hedging Arrangements and any difference between the Hedge Proceeds and the amount which, but for these provisions, would otherwise be the Final Redemption Amount or the Early Redemption Amount and/or the Calculation Agent may make any other amendments to the Conditions (without the consent of the Securityholders) to take account of the event. The Issuer will use, and will procure that a Hedge Provider uses,

commercially reasonable endeavours to preserve the value of the Hedge Proceeds, but it shall not be obliged to take any measures which it determines to be commercially impracticable.

- (iv) If the Issuer elects to redeem the Securities as aforesaid (or upon expiry of the 45-day period referred to in Condition 5(h)(ii)), the Issuer shall redeem all, but not part only, of the Securities on the Early Redemption Date at the Early Redemption Amount, together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Early Redemption Date.
- (v) If an event or circumstance which would constitute a Hedging Disruption Event or Jurisdiction Event also constitutes a Redemption Disruption Event, it will be treated as a Redemption Disruption Event and this Condition 5(h) shall not apply to such event or circumstance.

(i) *Illegality Event*

Upon the occurrence of an Illegality Event, the Issuer may, but is not obliged to, redeem the Securities at any time prior to maturity by giving an Early Redemption Notice to the Securityholders. The Issuer shall, if and to the extent permitted by applicable law and having given an Early Redemption Notice to the Securityholders, redeem all, but not part only, of the Securities on the Early Redemption Date at the Early Redemption Amount, together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Early Redemption Date.

(j) *Further Securities in lieu of payment of Final Redemption Amount or Early Redemption Amount*

The Issuer may, if specified in the applicable Final Terms, in lieu of payment of the Final Redemption Amount or Early Redemption Amount, redeem each Security by issuing further Securities (“**Further Securities**”) to the Securityholders. Further Securities issued pursuant to this Condition 5(j) may be issued to the Securityholders at an issue price as determined by the Calculation Agent. The Issuer shall, in accordance with Condition 10 (*Notices*), notify the Securityholders as soon as reasonably practicable prior to the Maturity Date or the Early Redemption Date, as the case may be, of this method of settlement and the details relating to the issuance of Further Securities (including, but not limited to, the issue price of Further Securities and the date of the issuance of such Further Securities).

The Issuer may issue Further Securities on a date as the Calculation Agent shall determine in its sole and absolute discretion.

If the Securityholder holds more than one Security, the number of Securities held by such Securityholder may be aggregated for the purposes of determining the number of Further Securities to be issued to such Securityholder pursuant to this Condition 5(j).

If the Issuer issues any Further Securities, no Securityholder will be obliged to purchase such Further Securities but if such Further Securities are not purchased pursuant to the relevant terms of offer, the Issuer shall have no further obligations to the relevant Securityholder in respect of its Securities.

If “Delivery of Further Securities in lieu of Final Redemption Amount at the option of the Issuer” and/or “Delivery of Further Securities in lieu of Early Redemption Amount at the option of the Issuer” is specified as “Applicable” in the relevant Final Terms, the U.S. tax treatment of such Further Securities shall be the same as that for the Securities as outlined in the section of this Base Prospectus below entitled “Taxation”.

(k) *Determinations*

All determinations made by the Issuer and/or the Calculation Agent pursuant to this Condition 5 shall be conclusive and binding on the Securityholders and the Issuer. No Securityholder will be entitled to any compensation from the Issuer or the Calculation Agent for any loss suffered as a result of the occurrence of an event described in Condition 5(c) (*Redemption for tax reasons*), a Redemption Disruption Event, a Hedging Disruption Event, a Jurisdictional Event, an Illegality Event or any other event that entitles the Issuer



to redeem the Securities early. For the purposes of these Conditions, if an event can constitute more than one of such events, the Calculation Agent shall have absolute discretion to determine which of these events such event constitutes.

(l) *Purchases*

The Issuer or any of its Affiliates may at any time purchase Securities at any price in the open market or otherwise. Such Securities may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation.

(m) *Cancellation*

All Securities which are redeemed will forthwith be cancelled. All Securities so cancelled and the Securities purchased and cancelled pursuant to paragraph (k) above cannot be reissued or resold.

(n) *Exercise Rights of the Securities*

This Condition 5(n) shall apply only to each Series of Securities in respect of which “Exercise Rights” is specified to be applicable in the applicable Final Terms.

Subject to the Issuer’s right to reject any Exercise Notice as set out below, Securityholders may, at any time during the Exercise Period, exercise their rights under the Securities to subscribe for New Securities. In order to subscribe for the New Securities, a Securityholder shall follow the procedures as set out in this Condition 5(n).

The right of a Securityholder to subscribe for New Securities is called the “**Exercise Right**”. Subject to and upon compliance with the provisions of this Condition 5(n) and provided that the Security remains outstanding, the Exercise Right attaching to any Security may be exercised, at the option of the holder thereof, at any time on or after the Exercise Period. An Exercise Right may be exercised in respect of one or more Securities.

To exercise the Exercise Right attaching to any Security, the holder thereof must, at any time during the Exercise Period, complete, execute and deposit at his own expense at the office of the Issuer a notice of exercise (an “**Exercise Notice**”) substantially in the form as set out in Annex 1 (*Form of Exercise Notice*) herein, together with the relevant Certificate(s) (if applicable) and pay the Exercise Amount to the Issuer within three Business Days of notification by the Issuer. By submitting an Exercise Notice to the Issuer during the Exercise Period, the Securityholder has agreed to exercise its rights to subscribe for the New Securities on the date of the Exercise Notice (the “**Exercise Date**”) and pay the Exercise Amount to the Issuer within three Business Days of notification by the Issuer. Subject to the Issuer’s right to reject an Exercise Notice from a Securityholder, the Security(ies) to which the Exercise Notice relates shall be deemed to be terminated at zero on the Exercise Date. Any Exercise Notice given by a Securityholder pursuant to this Condition 5(n) shall be irrevocable.

Subject to the Issuer’s right to reject any Exercise Notice as set out in this Condition 5(n), upon receipt by the Issuer from the Securityholder: (a) an Exercise Notice during the Exercise Period; (b) the Exercise Amount in respect of the Exercise Notice; and (c) the relevant Certificate(s) (if applicable), the Issuer shall, as soon as reasonably practicable following the issue of shares in accordance with terms of the Reference Underlying, issue the New Securities to such holder. The Issue Price per Security of the New Securities shall be the New Issue Price and the New Securities shall be delivered to the relevant Securityholder free of payment.

Notwithstanding any other provisions in this Condition 5(n), the Issuer shall, in its sole and absolute discretion, have the right to reject any Exercise Rights exercised, or Exercise Notice submitted, by a Securityholder.

For the purposes of the above:

**“Exercise Amount”** means an amount in the Specified Currency for the exercise of the Exercise Right, as determined by the Issuer in good faith and a commercially reasonable manner and as communicated to the Securityholders from time to time.

**“Exercise Notice”** means a notice in the form of the exercise notice set out in Annex 1 (*Form of Exercise Notice*).

**“Exercise Period”** means the period specified as such in the applicable Final Terms.

**“New Issue Price”** means the price specified as such in the applicable Final Terms, as determined by the Issuer in good faith and a commercially reasonable manner and as communicated to the Securityholders from time to time.

**“New Security”** means, in respect of the Exercise Right of a Security, the new Participation Security issued by the Issuer under the Programme for the issue of Underlying-linked Securities and pursuant to the Base Prospectus linked to such number of shares which the Hedge Provider would have received if it were to exercise the right in respect of one Reference Underlying for the subscription of shares during the Exercise Period.

For the purpose of the Securities subject to this Condition 5(n), sub-paragraph (a) of the definition of **“Reference Underlying”** in Schedule 1 (*Provisions relating to Equity Linked Securities*) to the Terms and Conditions set forth in the Base Prospectus shall include subscription rights that are specified in the Final Terms relating to the rights issue in respect of the shares of the Reference Entity.

## 6 TAXATION AND COSTS

### (a) *Payments by Issuer subject to tax and other costs on Security*

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Security and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

### (b) *Payments by Issuer subject to tax and other costs incurred by Hedge Provider*

All payments by the Issuer in respect of the Securities will be made after deduction of any commissions, costs, fees, charges, expenses, duties, taxes (including, but not limited to, any capital gains tax or withholding tax), levies, registration fees, custodial fees, or other fees or charges whatsoever incurred by a Hedge Provider (or which would be incurred by a Hedge Provider if it held the relevant Reference Underlyings (or assets constituted thereby)) (together, the **“Costs”**) as a result of, or in connection with, (i) the holding and/or sale and/or realisation of the relevant Reference Underlyings (or assets constituted thereby) or (ii) entering into and/or unwinding any relevant Hedging Arrangements.

Each Security will be subject to a proportionate share of any Costs.

### (c) *Charge on redemption of PRC Share Security and PRC Index Security*

The Issuer shall include a charge on the redemption of any PRC Property Share Security or PRC Property Index Security equal to the product of the relevant Applicable Tax Rate and the Net Gain (**“Provisional Hedging Cost”**), being an estimate of the PRC Tax to a Hedge Provider. However, should there be a clarification to the effect that any PRC Taxes will be exempted by the State Administration of Taxation for any such PRC Share Security or PRC Index Security, then the corresponding portion of the Provisional

Hedging Cost will not be withheld while such exemption is effective. Such Provisional Hedging Cost shall be deducted from the amount payable by the Issuer on redemption of the Securities.

No Securityholder will be entitled to any tax credit associated with the PRC Tax.

(d) *Adjustment*

As soon as reasonably practicable upon the occurrence of a PRC Tax Decision, the Calculation Agent shall make such adjustments as it may deem appropriate to the calculation of the Provisional Hedging Cost as set out in Condition 6(c) (*Charge on redemption of PRC Share Security and PRC Index Security*) above on the basis of the consequence of the PRC Tax Decision going forward.

Any adjustments made under this Condition 6(d) (*Adjustment*) shall be notified to the Securityholders in accordance with Condition 10 (*Notices*).

(e) *Rebalancing*

If the PRC Tax Decision occurs prior to the PRC Tax Cut Off Date and the PRC Tax Decision applies retrospectively from any time after the Issue Date, as soon as reasonably practicable after the occurrence of the PRC Tax Decision, the Calculation Agent shall make a comparison of:

- (i) the PRC Tax properly payable by the Issuer and/or the Hedge Provider in respect of the relevant PRC Share Security and/or PRC Index Security pursuant to the PRC Tax Decision (taking into account, without limitation, the scope of the PRC Tax Decision and the applicable rate at which the PRC Tax is payable); and
- (ii) the Provisional Hedging Cost deducted pursuant to Condition 6(c) (*Charge on redemption of PRC Share Security and PRC Index Security*) above (before any adjustment pursuant to Condition 6(d) (*Adjustment*)),

and a balancing payment of the difference will be due from the Issuer to the Securityholder at the time the comparison is made or vice versa.

To the extent the Provisional Hedging Cost made in respect of the relevant PRC Share Security and PRC Index Security exceeds PRC Tax properly payable by the Issuer and/or a Hedge Provider and therefore a balancing payment is due from the Issuer to the Securityholder, such payment will be settled on the next payment date (if any) scheduled under the Terms and Conditions and the applicable Final Terms of the Security.

To the extent the PRC Tax properly payable by the Issuer and/or a Hedge Provider exceeds the Provisional Hedging Cost made in respect of the relevant PRC Share Security and PRC Index Security and therefore a balancing payment is due from the Securityholder to the Issuer, the Issuer shall deduct an amount which equals such excess from the amount payable on redemption of the Securities until such excess has been offset in full.

No adjustment shall be made if the PRC Tax Decision occurs after the PRC Tax Cut Off Date or prior to the PRC Tax Cut Off Date but does not apply retrospectively from any time after the Issue Date.

(f) *Dividend*

Where a cash or non-cash dividend is declared or other corporate action occurs in respect of a PRC Share Security (or the Reference Entity in respect of such PRC Share Security) or a PRC Index Security, the Calculation Agent may make such adjustments as it deems fit to the Terms and Conditions or applicable Final Terms of such Security, which adjustments shall take into account any actual or potential tax liability which does or may arise in respect of the applicable dividend or other corporate action (as the case may be).

Any adjustments and determinations made under this Condition 6(f) (*Dividend*) shall be notified to the Securityholders in accordance with Condition 10 (*Notices*).

For the purposes of Condition 6(c) (*Charge on redemption of PRC Share Security and PRC Index Security*), Condition 6(d) (*Adjustment*), Condition 6(e) (*Rebalancing*) and Condition 6(f) (*Dividend*), the following terms shall have the following meanings:

**“Applicable Tax Rate”** means, in respect of a PRC Share Security and a PRC Index Security, the applicable statutory rate of the PRC Tax. In case the rate of any of such taxes is not expressly announced or confirmed by the State Administration of Taxation, it shall be in line with the one commonly applied or recognised by similarly affected market participants as determined by the Calculation Agent.

**“Final Reference Level”** means, in respect of a PRC Share Security and a PRC Index Security, the price per Reference Underlying or PRC Share which is a constituent asset of such Reference Underlying, as applicable (net of Costs), converted into the Specified Currency using the RMB/USD exchange rate prevailing with respect to the settlement date(s) of such Reference Underlyings or PRC Shares or Hedging Arrangements sold, unwound or otherwise realised by a Hedge Provider or such other factors as the Calculation Agent shall determine as used by the Calculation Agent as appropriate in computing the Final Redemption Amount or Early Redemption Amount, as the case may be, payable by the Issuer upon redemption of such Security.

**“Final RMB Reference Level”** means, in respect of a PRC Share Security and a PRC Index Security, the RMB price per Reference Underlying or PRC Share which is a constituent asset of such Reference Underlying, as applicable (net of Costs), used by the Calculation Agent as appropriate in computing the Final Redemption Amount or Early Redemption Amount, as the case may be, payable by the Issuer upon redemption of such Security.

**“Initial Reference Level”** means, in respect of a PRC Share Security and a PRC Index Security, the price per Reference Underlying or PRC Share which is a constituent asset of such Reference Underlying, as applicable (net of Costs), converted into the Specified Currency using the RMB/USD exchange rate prevailing with respect to the settlement date(s) of such Reference Underlyings or PRC Shares or Hedging Arrangements entered into by a Hedge Provider or such other factors as the Calculation Agent shall determine as used by the Calculation Agent as appropriate in computing the amount payable by the Securityholder for the subscription of the Security.

**“Initial RMB Reference Level”** means, in respect of a PRC Share Security and a PRC Index Security, the RMB price per Reference Underlying or PRC Share which is a constituent asset of such Reference Underlying, as applicable (net of Costs), used by the Calculation Agent as appropriate in computing the amount payable by the Securityholder for the subscription of the Security.

**“Net Gain”** means:

- (i) in respect of each PRC Share Security, an amount which equals the greater of:
  - (A) any excess of the Final Reference Level over the Initial Reference Level of the PRC Share Security; and
  - (B) any excess of the Final RMB Reference Level over the Initial RMB Reference Level of the PRC Share Security converted into the Specified Currency using the RMB/USD exchange rate prevailing at the time of determination of the Final Redemption Amount or the Early Redemption Amount, as the case may be, as determined by the Calculation Agent,

multiplied by the relevant Number of Reference Underlyings or Number of Basket Component Reference Underlyings, as the case may be, in respect of that Security; and

- (ii) in respect of each PRC Index Security, an amount which equals the greater of:

- (A) any excess of the Final Reference Level over the Initial Reference Level of the PRC Index Security; and
- (B) any excess of the Final RMB Reference Level over the Initial RMB Reference Level of the PRC Index Security converted into the Specified Currency using the RMB/USD exchange rate prevailing at the time of determination of the Final Redemption Amount or the Early Redemption Amount, as the case may be, as determined by the Calculation Agent,

multiplied by such factor as determined by the Calculation Agent to be representative of the holding of the relevant PRC Share as part of the Hedging Arrangements for the Issuer's obligations under the PRC Index Security.

When computing any Net Gain in respect of any PRC Share Security or PRC Index Security with different Initial Reference Levels or Initial RMB Reference Levels, as the case may be, such method of calculation as determined by the Calculation Agent to be appropriate will be applied.

**"Number of Basket Component Reference Underlyings"** has the meaning given to it in the Applicable Schedule.

**"Number of Reference Underlyings"** has the meaning given to it in the Applicable Schedule.

**"PRC"** means The People's Republic of China (excluding Hong Kong, Macau and Taiwan).

**"PRC Index"** means an index whose constituent assets comprise one or more PRC Shares.

**"PRC Index Basket"** means a basket of PRC Indices.

**"PRC Index Security"** means any Security for which the Reference Underlying is a PRC Index or a PRC Index Basket and in respect of which the Hedging Arrangements involve the acquisition of a PRC Share which is a constituent asset of the PRC Index or PRC Index Basket.

**"PRC Property Index Security"** means any Security for which the Reference Underlying(s) are one or more PRC Indices or PRC Index Baskets and in respect of which the Hedging Arrangements involve the acquisition of PRC Property Share(s) which are a constituent asset of any such PRC Index or PRC Index Basket.

**"PRC Property Share"** means, in respect of a PRC Property Share Security or a PRC Property Index Security, a constituent stock of the SSE Real Estate Index (Bloomberg ticker **"SHPROP"**) at the time of determination of the Final Redemption Amount or the Early Redemption Amount, as the case may be.

**"PRC Property Share Security"** means any Security for which the Reference Underlying(s) are PRC Property Share(s) and in respect of which Hedging Arrangements involve the acquisition of such PRC Property Share(s).

**"PRC Shares"** means securities listed on any PRC stock exchanges or securities issued by an issuer incorporated in the PRC and listed on The Stock Exchange of Hong Kong Limited.

**"PRC Share Security"** means any Security for which the Reference Underlying(s) are PRC Share(s) and in respect of which Hedging Arrangements involve the acquisition of such PRC Share(s).

**"PRC Tax"** means all present, future or contingent taxes on income, gain or profit or other similar taxes (however described) which may be imposed by the PRC tax authorities directly or indirectly on the Issuer and/or a Hedge Provider with respect to the PRC Share Securities or PRC Index Securities.

**"PRC Tax Cut Off Date"** means, in respect of a PRC Share Security or a PRC Index Security, the date which falls seven years after:

- (i) the day the final Valuation Period of such Security ends; or

- (ii) where the relevant Security is redeemed prior to the Maturity Date, the Early Redemption Date.

“**PRC Tax Decision**” means the implementation of the tax legislation published by any relevant tax authority in the PRC relating to the PRC Tax payable by the Issuer or a Hedge Provider for dealing in PRC Shares, including the applicability of the Hong Kong/PRC Double Tax Agreement as accepted by the relevant tax authority in the PRC, as determined by the Calculation Agent.

“**RMB**” means the lawful currency of the People’s Republic of China.

(g) *Payment of Local Taxes, Unpaid Local Taxes or Excess Local Taxes: India*

- (i) In its determinations of any amounts payable under an Indian Note, the Securityholder acknowledges and agrees that the Issuer or its associates/affiliates will, in its sole discretion, calculate and determine the amount of, take into account the implication of, and adjust for, any applicable Indian Local Taxes (including, without limitation and for the avoidance of doubt, any Unpaid Indian Local Taxes and Excess Indian Local Taxes, each as defined below) taking into account, *inter alia*, compliance with all applicable laws, rules, regulations and governmental or regulatory guidance (whether publicly available or otherwise).
- (ii) If any amount of Indian Local Taxes (“**Unpaid Indian Local Taxes**”) that should have been taken into account but were not taken into account in the determination of (i) any amounts payable by the Issuer or its associates/affiliates and (ii) any Potential Adjustment Events or Extraordinary Events, as the case may be, the Securityholder shall pay to the Issuer or its associates/affiliates an amount, as determined by the Issuer or its associates/affiliates, equal to such Unpaid Indian Local Taxes on the Business Day in the Determination City following notification from the Issuer or its associates/affiliates; or if any excess amount of Unpaid Indian Local Taxes (“**Excess Indian Local Taxes**”) that should not have been taken into account but were taken into account in the determination of (i) any amounts payable by the Issuer or its associates/affiliates and (ii) any Potential Adjustment Events or Extraordinary Events, as the case may be, the Issuer or its associates/affiliates shall pay to the Securityholder an amount, as determined by the Issuer or its associates/affiliates, equal to such Excess Indian Local Taxes on the Business Day in the Determination City following notification from the Issuer or its associates/affiliates.
- (iii) The Securityholder indemnifies, defends and holds harmless the Issuer or its associates/affiliates and its officers, directors, employees, agents and authorized representatives in full and on demand (i) in an amount equal to such Unpaid Indian Local Taxes which are not paid on the Business Day in the Determination City following notification from the Issuer or its associates/affiliates regardless of whether the Indian Notes have been assigned, unwound or terminated on or before the date of such demand, and (ii) as well as any resultant losses, liabilities, damages, demands, expenses (including interests and penalties with respect thereto, out-of-pocket expenses and reasonable attorneys’ and accountant’s fees), claims, assessments, interest and penalties, based upon or, arising out of, or in relation to or in connection with the Indian Notes.
- (iv) If the Securityholder does not pay any Unpaid Indian Local Taxes in accordance with this Condition 6(g) (*Payment of Local Taxes, Unpaid Local Taxes or Excess Local Taxes: India*), the Securityholder agrees that the Issuer or its associates/affiliates may, at the sole discretion of the Issuer or its associates/affiliates and without prior notice to the Securityholder, set-off such Unpaid Indian Local Taxes against any other amount(s) under the relevant master purchase agreement (whether or not arising under an Indian Note and whether or not arising at such time or in the future or upon the occurrence of a contingency or not otherwise contemplated or addressed in the Indian Notes) due from the Issuer or its associates/affiliates to the Securityholder or any of its affiliates, regardless of the place of payment, booking branch/location/office or currency of either amount. In the event of any Excess

Indian Local Taxes due from the Issuer or its associates/affiliates to the Securityholder, the Issuer or its associates/affiliates shall be entitled to set-off such amount against any amount(s) (whether or not arising under an Indian Note and whether or not arising at such time or in the future or upon the occurrence of a contingency or not otherwise contemplated or addressed in the Indian Notes) due from the Securityholder or its affiliates to the Issuer or its associates/affiliates.

- (v) The Securityholder acknowledges that the Issuer or its associates/affiliates and/or its hedging counterparty may effectively be subject to actual local taxes which could be greater or lesser than the sum of payments received by the Issuer or its associates/affiliates from the Securityholder in connection with Indian Local Taxes. The Securityholder agrees that it shall have no claim nor right with respect to the difference between the actual amount of local taxes that the Issuer or its associates/affiliates and/or its hedging counterparty were subject to and the amount in connection with Indian Local Taxes paid by the Securityholder.
- (vi) For the purposes of this Condition 6(g) (*Payment of Local Taxes, Unpaid Local Taxes or Excess Local Taxes: India*), the following terms shall have the following meanings:

**“Applicable Hedge Positions”** means, at any time, Hedging Arrangements that the Issuer or its associates/affiliates determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the relevant Indian Note at that time.

**“Hypothetical Investor”** means a hypothetical institutional investor not resident in (a) India; or (b) a jurisdiction where any refund, credit or any other benefit, exemption or reduction in relation to any Indian Local Taxes may arise under an applicable tax treaty or any relevant laws or arrangements.

**“Indian Notes”** means all notes which are offshore derivative instruments (**“ODIs”**) as defined under the FPI Regulations.

**“Indian Local Taxes”** means all forms of taxes, cesses, imposts, demands, liabilities, duties, levies, assessments, whether direct or indirect, whether central, state or local including taxes on income, withholding tax, capital gains tax, minimum alternate tax, service tax, stamp duty, fees of any nature and similar charges (in each case, including interest and penalties thereon), imposed at any time by the taxing authority in India that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Applicable Hedge Positions.

The provisions of this Condition 6(g) (*Payment of Local Taxes, Unpaid Local Taxes or Excess Local Taxes: India*) shall apply and remain in full force and effect and shall survive the termination of the Indian Notes.

(h) *Payment of Provisional Hedging Cost: Pakistan*

- (i) The Issuer or its associates/affiliates shall include a charge on the termination of a Pakistan Note equal to 15% of the Net Gain (if applicable) (**“Provisional Hedging Cost”**), being an estimate of the Tax to the Issuer or its associates/affiliates or its hedge provider. Such Provisional Hedging Cost shall be deducted from any amount payable by the Issuer or its associates/affiliates to the Securityholder on such termination. For the avoidance of doubt, if there is no Net Gain in respect of a Pakistan Note, no Provisional Hedging Cost shall be imposed on the termination of such Pakistan Note.
- (ii) Where a cash or non-cash dividend is declared or other corporate action occurs in respect of the Reference Underlying of a Pakistan Note (or the issuer thereof), the Issuer or its associates/affiliates may make such adjustments as it deems fit to the terms of the Pakistan Notes in respect of such affected Reference Underlying, which adjustments shall take into account any actual or potential tax liability which does or may arise in respect of the applicable dividend or other corporate action (as the case may be).

- (iii) The Securityholder is not entitled to any tax credit associated with the Tax.
- (iv) The Securityholder is aware and acknowledges that Pakistani tax authorities may at any time, even subsequent to a Pakistan Note maturing or being terminated, impose withholding, capital gains, income, business or other taxes on or in respect of investments held, purchased, acquired, whether directly or indirectly, actually or synthetically with respect to such Pakistan Note ("**Tax Liability**"), and the parties to a Pakistan Note may be affected as a result.
- (v) Without prejudice to the foregoing, in the event that a Tax Liability is imposed at any time in respect of any Pakistan Note, whether or not such Pakistan Note has previously matured or been terminated and regardless of the date on which such Tax Liability is imposed, it agrees that it shall indemnify the Issuer and its nominated affiliate and keep them indemnified against any and all losses, claims, payments and expenses caused by or arising from such Tax Liability suffered or incurred by the Issuer or its nominated affiliate.
- (vi) For the purposes of this Condition 6(h) (*Payment of Provisional Hedging Cost: Pakistan*):

**"Final Reference Level"** means the PKR price used by the Issuer in computing the payout under a Pakistan Note.

**"Initial Reference Level"** means the PKR price used by the Issuer in pricing a Pakistan Note at the time that Pakistan Note was issued.

**"Net Gain"** means, in respect of each Pakistan Note, any excess of the Final Reference Level over the Initial Reference Level of the Reference Underlying multiplied by the quantity of Reference Underlying in respect of that Pakistan Note. When computing Net Gain in respect of any Reference Underlying with different Initial Reference Levels, "first-in first-out" method of calculation will be applied.

**"Pakistan Notes"** means all notes linked to reference securities listed in Pakistani stock exchanges.

**"PKR"** means the lawful currency of the Islamic Republic of Pakistan.

**"Tax"** means all present, future or contingent taxes on income, gain or profit or other similar taxes (however described), including without limitation any capital gains and/or business taxes) which may be imposed by the Pakistani tax authorities directly or indirectly on the Issuer or its associates/affiliates or its hedge provider in respect of any dealing in Pakistan securities.

## 7 REPRESENTATIONS AND ACKNOWLEDGEMENTS

BY PURCHASING THE SECURITIES, EACH SECURITYHOLDER (AND EACH BENEFICIAL OWNER OF THE SECURITIES (IF DIFFERENT FROM THE SECURITYHOLDER)) REPRESENTS AND CONFIRMS THAT ALL OF THE FOLLOWING STATEMENTS WITH RESPECT TO IT ARE TRUE AND CORRECT ON THE ISSUE DATE OF THE SECURITIES AND ACKNOWLEDGES THAT THE ISSUER HAS RELIED ON SUCH CONFIRMATION AND UNDERSTANDING IN ISSUING THE SECURITIES. FOR THE PURPOSES OF THIS CONDITION 7, A "**SECURITYHOLDER**" INCLUDES THE BENEFICIAL OWNER OF THE SECURITY, IF THE BENEFICIAL OWNER IS NOT THE LEGAL HOLDER OF THE SECURITY.

- (a) The Securityholder is a sophisticated institutional investor and has such knowledge and experience in financial and business matters and expertise in assessing credit, operational and market risk, that it is capable of evaluating merits, risks and suitability of investing in the Securities and that it is relying exclusively on its own sources of information and analysis with respect to the Securities, the Reference Underlyings and the Reference Underlying Jurisdictions and/or all other relevant persons or entities existing in such jurisdictions.



- (b) The Securityholder has made its own decision to invest in the Securities and has itself been, and will at all times continue to be, solely responsible for making its own independent appraisal of and investigation into the business, financial condition, prospects, creditworthiness, status and affairs of the Issuer and of the Reference Underlyings, and the legal, financial, tax, accounting and other evaluations of the merits and the risks, including the suitability, of investing in the Securities and is not relying on the views or the advice of the Issuer, any other Hedge Provider or any of their respective Affiliates in that regard.
- (c) The Securityholder's purchase of the Securities (i) is fully consistent with its financial needs, objectives and condition, (ii) complies with and is fully consistent with all investment guidelines, investment restrictions, investment objectives and strategies, financial circumstances or constitutional or other restrictions applicable to it or any applicable law or regulation of the jurisdiction of incorporation of each relevant Reference Entity and in which each such Relevant Entity is listed or traded, and (iii) is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Securities.
- (d) The Securityholder is duly authorised and has full power and capacity to purchase the Securities and in doing so will not violate any applicable law, rules, regulation, judicial or administrative order, or contractual provision (including, for the avoidance of doubt, any disclosure requirements imposed by any governmental or regulatory authority) to which it is subject or to which it is a party.
- (e) The Securityholder has not relied, and will not at any time rely, on the Issuer or any other Affiliate of the Issuer in connection with its determination as to the legality of its purchase of the Securities or as to the other matters referred to in paragraph (d) above, or to provide it with any information relating to, or to keep under review on its behalf, the business, financial condition, prospects, creditworthiness and status of affairs of the entities to which the Reference Underlyings relate or to conduct any investigation or due diligence into such entities.
- (f) In issuing this Security, the Issuer is not making, and has not made, any representations whatsoever as to the Reference Underlyings (or assets constituted thereby) or any information contained in any document filed in respect of such Reference Underlyings with any exchange or with any governmental entity regulating the purchase and sale of securities or such Reference Underlyings (or assets constituted thereby).
- (g) The Issuer and any Affiliate of the Issuer may, whether by virtue of the types of relationships described above or otherwise, at the date hereof or at any time hereafter be in possession of information in relation to the entity or entities to which the Reference Underlyings relate which is or may be material in the context of the Securities and which is or may not be known to the general public or the Securityholder. The Securities do not create any obligation on the part of the Issuer or any Affiliate of the Issuer to disclose to the holder any such relationship or information (whether or not confidential) and neither the Issuer nor any other Affiliate of the Issuer shall be liable to the Securityholder by reason of such non-disclosure.
- (h) The Securityholder is purchasing the Securities either as principal for its own account or in its capacity as manager of a fund, in either case for investment purposes and not with a view to, or for resale in connection with, any distribution or any disposition thereof, and no other person has or will have a direct or indirect beneficial interest in the Securities (other than by virtue of such person's direct or indirect beneficial interest in the Securityholder).
- (i) Having been sent a term sheet with respect to the Securities on or prior to the Issue Date, the initial Securityholder has read the term sheet and, having been given an opportunity to comment on the term sheet, it understands the terms and conditions of the Securities and, in particular, that the Securities may be redeemed at an amount (which may be less than par) and will be net of Costs and it bears the risk of imitations on title and of forged certificates on title in respect of the Reference Underlyings (or assets constituted thereby), and it shall be bound by and deemed to have notice of the terms and conditions of the Securities.

- (j) The Issuer and its Affiliates are actively engaged in financial services businesses globally and may in the course of such businesses have, or develop, business relationships with third parties, including the entities to which the Reference Underlyings relate (including, without limitation, lending, depositary, risk management, advisory and banking relationships). They may also, amongst other things, be members of and/or have an ownership interest in an exchange or other venue on which securities are traded, make markets in securities, buy or sell securities on a principal or proprietary basis and/or take direct or indirect interests in securities, including such Reference Underlyings (or assets constituted thereby), whether by way of security interest or otherwise. In acting in these capacities, the Issuer and/or its Affiliates may at the date hereof or at any time hereafter have or acquire non-public information with respect to such Reference Underlyings (or assets constituted thereby) and/or the entities to which such Reference Underlyings relate that is or may be material in the context of the Securities, which will not be provided to Securityholders. In addition, the interests of the Issuer and/or its Affiliates may conflict with the interests of the Securityholders and the Issuer reserves the right to take such actions as it considers necessary or appropriate (including, without limitation, any sale, disposal or enforcement of security of or over such Reference Underlyings (or assets constituted thereby)) to protect its interests without regard to the consequences for the Securityholders.
- (k) All payments by the Issuer in respect of the Securities will be made subject to any tax, duty, withholding or other payment and after deduction of any Costs, all as provided in Condition 6 (*Taxation and Costs*).
- (l) Selling restrictions
  - (i) **Australia.** The Securityholder acknowledges that no prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the “**Australian Corporations Act**”) in relation to the Securities has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”) or the ASX Limited (“**ASX**”) (or any successor thereto) or any other regulatory body or agency in Australia.

This Prospectus is not a product disclosure statement, prospectus or other type of disclosure document for the purposes of the Australian Corporations Act. Any offer or invitation is only an offer or invitation to make offers where the offer or invitation does not need disclosure to investors under Part 7.9 or Chapter 6D.2 of the Australian Corporations Act. No offer or application made following receipt of this Prospectus will be considered unless the offer or invitation does not need disclosure to investors under Part 7.9 or Chapter 6D.2 of the Act.

The Securityholder represents and agrees that, unless the relevant final terms (or a relevant supplement to this Prospectus) otherwise provides, it:

- (A) has not made or invited, and will not make or invite, an offer of the Securities for issue, purchase or sale within, to or from Australia (including an offer or invitation which is received by a person in Australia); and
- (B) has not distributed or published, and will not distribute or publish, this Prospectus or any other offering material or advertisement relating to the Securities in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Australian Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a “retail client” for the purposes of section 761G and 761GA of the Australian Corporations Act;

- (iii) such action complies with any applicable laws, regulations and directives (including without limitation, the licensing requirements set out in Chapter 7 of the Australian Corporations Act) in Australia; and
- (iv) such action does not require any document to be lodged with ASIC or the ASX (or any successor thereto) or any other regulatory body or agency in Australia.

Credit Suisse AG does not provide any tax advice; investors should seek their own independent tax advice regarding any tax consequences related to this product before making an investment decision.

- (ii) **Dubai International Financial Centre.** The Securityholder acknowledges and understands that: (i) the Dubai Financial Services Authority (the “**DFSA**”) has no responsibility for reviewing or verifying any documents in connection with Exempt Offers (as defined in the Markets Rules Module of the DFSA Rulebook), (ii) the DFSA has not approved this Prospectus nor taken steps to verify the information set out in it, and has no responsibility for it, (iii) the Securities to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale and (iv) prospective purchasers of the Securities offered should conduct their own due diligence on the Securities.

The Securityholder represents and agrees that if it does not understand the contents of this Prospectus it will consult an authorised financial adviser.

The Securityholder represents and agrees that it has not offered, and undertakes that it will not offer, the Securities to any person in the Dubai International Financial Centre unless such offer is:

- (A) an “Exempt Offer” in accordance with the Markets Rules Module of the DFSA Rulebook; and
- (B) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA Rulebook.

- (iii) **Egypt.** The Securityholder acknowledges that this Base Prospectus is strictly private and confidential and is being distributed to a limited number of investors. The Securityholder represents that it has not provided this Base Prospectus to any other person and has not reproduced or used it for any other purpose. The Securityholder undertakes that it will not provide this Base Prospectus to any other person and will not use it for any purpose other than for the purposes contemplated in this Base Prospectus.

The Securityholder agrees and acknowledges that: (i) the Securities described in this Base Prospectus have not been, and are not being, publicly offered, sold, promoted or advertised in Egypt, (ii) this document does not constitute a public offer of securities in Egypt and is not intended to be a public offer of the Securities described in this Base Prospectus or the Reference Underlying in Egypt and is not intended to constitute a solicitation or inducement for the public to buy or subscribe in any of the Securities described in this Base Prospectus or the Reference Underlying described herein and (iii) neither the Securities described in this Base Prospectus nor this document has been reviewed, filed or registered with the Egyptian Financial Regulatory Authority or other relevant authorities in Egypt.

- (iv) **European Economic Area (Public Offer Selling Restriction under the Prospectus Regulation).** The Securityholder acknowledges that, in relation to each Member State of the European Economic Area (the “**EEA**”), no Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto shall be offered or will be offered to the public in that Member State except that such Securities may be offered to the public in that Member State:

- (A) at any time, to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (B) at any time, to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (C) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of Securities to the public**” in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

- (v) **European Economic Area (Prohibition of sales to EEA Retail Investors).** The Securityholder represents and agrees that it is not a retail investor in the EEA and that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to a retail investor in the EEA.

For purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, “**MiFID II**”); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

Consequently, no key information document required by the PRIIPs Regulation for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

- (vi) **Hong Kong.** The Securityholder represents and agrees that it has not offered or sold, and will not offer or sell, in Hong Kong, by means of any document, any Securities (except for Securities which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**SFO**”)) other than (1) to “professional investors” as defined in the SFO and any rules made under the SFO, or (2) 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.

The Securityholder represents and agrees that 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 Securities, 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 Securities 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.

- (vii) **India.** No application has been submitted or will be submitted, nor any registration has been or will be sought, by or on behalf of the Issuer to or from any of the Indian governmental or regulatory authorities in connection with the advertising, offer, distribution or sale of the Securities in or from India and the Issuer does not intend to or will, directly or indirectly, advertise, offer, distribute or sell the Securities to persons resident in India (as such term is defined in the Foreign Exchange Management Act, 1999 and the Income-tax Act, 1961, as may be amended or supplemented from time to time). The Securities may not be advertised, offered, distributed or sold, directly or indirectly, to persons resident in India, except under circumstances that will result in or require compliance with applicable laws and regulations. Persons into whose possession this Base Prospectus (or any communication in relation to the Securities, including any Final Terms) or any Securities may come must inform themselves about, and observe, any such restrictions. The Securities may not be purchased by persons resident in India and purchase of the Securities by such persons are subject to legal and regulatory restrictions.

Neither this Base Prospectus (or any communication in relation to the Securities, including any Final Terms) nor any copy thereof may be sent, taken into or distributed in India or to any person resident in India.

It should be noted that if the Securities are deemed to be Offshore Derivative Instruments (“**ODIs**”) by virtue of being linked to any Indian Reference Underlying (for the purposes of this paragraph (vii), “**Indian Reference Underlyings**” means the securities held by the Issuer or any of its Affiliates that are listed or proposed to be listed on any recognised stock exchange in India and/or as otherwise may be specified by the Securities and Exchange Board of India (“**SEBI**”) from time to time), the provisions in sub-paragraphs (A) to (R) below shall also apply:

- (A) The Securityholder is a person; (i) registered as a Category I foreign portfolio investor; or (ii) eligible for registration as a Category I foreign portfolio investor (in terms of the FPI Regulations); or (iii) an entity that has an investment manager from a Financial Action Task Force member country, and such investment manager has undertaken the responsibility of all the acts of commission or omission of the Securityholder as set out in the Regulation 21 of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended from time to time, and notifications, circulars, rules and guidelines of the Securities and Exchange Board of India issued from time to time (collectively referred to as the “**FPI Regulations**”);
- (B) The Securityholder confirms that it will procure its nominees or associates/affiliates to promptly provide the Issuer and/or any of its associates/Affiliates (as the case may be) with such additional information that the Issuer and/or any of its associates/Affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of any relevant governmental or regulatory authority from time to time. It hereby consents to the collection and processing of its or any of its nominees’, associates’ and affiliates’ (as the case may be) personal information and/or sensitive personal information (including, without limitation, the following data categories: name, last name, date and place of birth, address, national

identification number and information on such persons' "Indian Resident", "Non-Resident Indian" and "Overseas Citizen of India" status, in relation to any procedures on identification and verification of identity and which may indicate ethnic origin and nationality information) ("**Personal Information**") and the provision of such Personal Information to any relevant governmental or regulatory authority for the purpose of complying with FPI Regulations or requests of any relevant governmental or regulatory authority from time to time. If the Securityholder:

- (i) would like to raise questions about the collection and use of Personal Information by the Issuer and/or any of its associates/affiliates (as the case maybe);
- (ii) wishes to exercise its potential rights regarding access to the data, and/or correction rights; or
- (iii) withdraws its consent to the collection and processing of Personal Information,

it shall inform the Issuer and/or any of its associates/affiliates (as the case may be) by sending a request to the following address: [dataaccesstransfer.crossborder@credit-suisse.com](mailto:dataaccesstransfer.crossborder@credit-suisse.com). The Issuer and/or any of its associates/affiliates (as the case may be) will respond to such request by the timeframe specified in any applicable law, or otherwise within a reasonable time;

- (C) The Securityholder confirms that it will provide such information and documents (including in relation to any procedures on identification and verification of identity) in relation to its beneficial owners (who are natural persons who ultimately own or control a foreign portfolio investor and should be identified in accordance with Rule 9 of the Prevention of Money-laundering (Maintenance of Records) Rules, 2005 ("**PML Rules**") and the relevant provisions of the FPI Regulations, each as supplemented, amended and modified from time to time) (as may be requested by the Issuer and/or any of its associates/Affiliates (as the case may be)). Without prejudice to the generality of the foregoing, the Securityholder confirms and agrees that it will promptly notify the Issuer and/or any of its associates/Affiliates (as the case may be) whenever a person or beneficiary which includes but is not limited to the below can be identified or in the case of any change from the previous notification by the Securityholder to the Issuer and/or any of its associates/Affiliates (as the case may be), and further provide such information and documents as required by the Issuer and/or any of its associates/Affiliates (as the case may be) promptly upon request (including in relation to any procedures on identification and verification of the identity of such person or beneficiary and the beneficial owner of such person or beneficiary):

- (i) where the Securityholder is a company, person(s) who, whether acting alone or together, or through one or more persons, have a controlling ownership interest (which term shall have the same meaning as set out in Explanation 1 to clause (a) of sub rule (3) of Rule 9 of the PML Rules, which as of the date of this Base Prospectus, means ownership of or entitlement to more than 25 per cent. of shares or capital or profits of the company) or exercises control (which includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of shareholding or management rights or shareholders agreements or voting agreements or in any other manner) through other means;
- (ii) where the Securityholder is a trust, beneficiaries/ persons exercising effective control with 15 per cent. or more interest in the trust, along with information and documents, if required, on the author of the trust and the trustee;

- (iii) where the Securityholder is a partnership firm, a person who, whether acting alone or together, or through one or more persons, has ownership of or entitlement to more than 15 per cent. of capital or profits of the partnership (where the Securityholder has a General Partner/ Limited Partnership structure, identification of the beneficial ownership will be on the ownership or entitlement basis and control basis); and
- (iv) where the Securityholder is an unincorporated association or a body of individuals, a person who, whether acting alone or together, or through one or more persons, has ownership of or entitlement to more than 15 per cent. of the property or capital or profits of such association or body of individuals.

For avoidance of doubt, in case of investment by any fund, sub-fund, share class or similar structure, the information required to be provided under this sub-paragraph (C) shall extend to the specific fund, sub-fund, share class, or portfolio, or any other similar structure, investing in India.

Where (a) no material shareholder or beneficial owner is identified by applying the thresholds set out in sub-paragraph (C) immediately above; or (b) at any time a material shareholder or beneficial owner previously identified pursuant to sub-paragraph (C) immediately above falls below the relevant thresholds, the Securityholder will (I) in the case of sub-paragraph (b) above only, promptly notify the Issuer and/or any of its associates/Affiliates (as the case may be); and (II) in the case of both sub-paragraphs (a) and (b), promptly provide such information and documents (including in relation to any procedures on identification and verification of identity) as may be requested by the Issuer and/or any of its associates/Affiliates (as the case may be) including in relation to the natural person who holds the position of senior managing official of the Securityholder (for identification as beneficial owner, “senior managing official” shall mean an individual, as designated by the Securityholder, who holds a senior management position and makes key decisions relating to the Securityholder), the investment manager or the investment adviser or the person controlling investments of the Securityholder, or, the person who controls the operations of the Securityholder, and promptly notify the Issuer and/or any of its associates/Affiliates (as the case may be) in the case of any change in relation to the person holding such position or controlling the operations;

- (D) The Securityholder agrees that in respect of Securityholders coming from high risk jurisdictions (as designated by the Issuer at its own discretion) the materiality threshold set out above for the identification of beneficial ownership may be reduced to 10 per cent.. For the purposes of this sub-paragraph (D), “high risk jurisdiction” is as described at paragraph 2.2.4(g) of SEBI Master Circular No. SEBI/ HO/MIRSD/DOP/ CIR/P/ 2019/113 dated October 15, 2019 viz., *inter alia*, “places where existence or effectiveness of action against money laundering or terror financing is suspect, intermediaries apart from being guided by the Financial Action Task Force (FATF) statements that *inter alia* identify such countries or geographic areas that do not or insufficiently apply the FATF Recommendations, published by the FATF on its website ([www.fatf-gafi.org](http://www.fatf-gafi.org)) from time to time, shall also independently access and consider other publicly available information along with any other information which they may have access to.”
- (E) The Securityholder confirms that it meets the eligibility criteria as set out in Regulation 4 of FPI Regulations, including but not limited to:
  - (i) That the Securityholder is not (a) an “Indian Resident”, (b) a “Non-resident Indian” or (c) an “Overseas Citizen of India” (each of (a), (b) and (c), a “**Restricted Entity**”).

For the purposes of this sub-paragraph (E)(i):

**“Indian Resident”** means a Person resident in India as described in section 2(v) of the Foreign Exchange Management Act, 1999 (**“FEMA”**), which, as at the date of this Base Prospectus, includes:

- (1) a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include:
  - (A) a person who has gone out of India or who stays outside India, in either case, (I) for or on taking up employment outside India, (II) for carrying on outside India a business or vocation outside India, or (III) for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period;
  - (B) a person who has come to or stays in India, in either case, otherwise than (I) for or on taking up employment in India, (II) for carrying on in India a business or vocation in India, or (III) for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period;
- (2) any person or body corporate registered or incorporated in India;
- (3) an office, branch or agency in India owned or controlled by a person resident outside India;
- (4) an office, branch or agency outside India owned or controlled by a person resident in India.

For the purposes of this definition, “person resident outside India” shall have the meaning given to such term in Section 2(w) of the FEMA which, as of the date of this Base Prospectus, means a person who is not resident in India;

**“Non-Resident Indian”** has the meaning given to such term under rule 2 of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 which, as at the date of this Base Prospectus, means an individual resident outside India who is a citizen of India;

**“Overseas Citizen of India”** has the meaning given to such term under rule 2 of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, which, as at the date of this Base Prospectus, means an individual resident outside India who is registered as an Overseas Citizen of India Cardholder under Section 7(A) of the Citizenship Act, 1955;

**“Person”** has the meaning given to it in Section 2(u) of the FEMA, which, as of the date of this Base Prospectus, includes, (i) an individual, (ii) a Hindu Undivided Family, (iii) a company, (iv) a firm, (v) an association of persons or a body of individuals, whether incorporated or not, (vi) every artificial juridical person, not falling within any of the preceding sub-clauses, and (vii) any agency, office or branch owned or controlled by such person; and

- (ii) The Securityholder is not a person/entity wherein:
  - (1) Contribution of a single Restricted Entity is 25 per cent. or above of the total contribution in the corpus of the Securityholder; or
  - (2) Aggregate contribution of Restricted Entities is 50 per cent. or above of the total contribution in the corpus of the Securityholder; or



- (3) A Restricted Entity is in control of the Securityholder, except where:
- (A) the Securityholder is an “offshore fund” for which a no-objection certificate has been provided by SEBI in terms of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996; or
  - (B) the Securityholder is controlled by investment managers (which are controlled and/or owned by Restricted Entity) who are either (I) Appropriately Regulated in their home jurisdiction and registered with SEBI as a non-investing foreign portfolio investor; or (II) incorporated or setup under Indian laws and appropriately registered with SEBI.

In the case of sub-paragraphs (1) and (2) above, the contribution of resident Indians is permitted if made through the Liberalised Remittance Scheme approved by the Reserve Bank of India in global funds whose Indian exposure is less than 50 per cent.

For the purposes of this sub-paragraph (E)(ii):

“**Appropriately Regulated**” is defined in Regulation 2(1)(b) of the FPI Regulations, which, as of the date of this Base Prospectus, means a person regulated by the securities market regulator or the banking regulator of home jurisdiction or otherwise, in the same capacity in which it proposes to make investments in India.

“**control**” includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner; and

an “**investment manager**” means an entity performing the role of investment management, or any equivalent role, including trustee.

- (iii) That the Securityholder, as well as their underlying investor(s) contributing 25 per cent. or more of the corpus or identified on the basis of control, is not:

- (1) mentioned in the Sanctions List notified by the United Nations Security Council; or
- (2) resident of a country identified in the public statement of Financial Action Task Force as:
  - (A) a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply; or
  - (B) a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies;

- (iv) That the Securityholder:

- (1) is a resident of a country whose securities market regulator is a signatory to International Organization of Securities Commission’s Multilateral Memorandum of Understanding (Appendix A Signatories) or a signatory to bilateral Memorandum of Understanding with SEBI (which term shall mean a Bilateral Memorandum of Understanding between SEBI and the overseas regulator that, inter alia, provides for information sharing arrangements under Section 11(2)(ib)

of the SEBI Act, 1992) or, in the case of a Securityholder being a Government or Government related investor, a resident of a country otherwise approved by the Government of India for the purposes of registration of foreign portfolio investors;

- (2) where the Securityholder is a bank, is a resident of a country whose central bank is a member of Bank for International Settlements, or is a central bank;

For the purpose of sub-paragraphs (E)(iii) and (E)(iv), “resident” may be determined on the basis of paragraph 2(i) under Part A of the Operational Guidelines for FPIs, and Designated Depository Participants issued by SEBI on November 5, 2019 (“**Operational Guidelines**”)<sup>18</sup>, which states that residency status may be ascertained from the place of incorporation/establishment through appropriate document or information such as any identification/ registration document issued by applicable regulator or the Income Tax authority.

- (3) is a fit and proper person based on the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008;

- (F) The Securityholder confirms that the Securities are being purchased and will be held by the Securityholder as a principal for its own account and not as an agent, nominee, trustee or representative of any other person/entity and that the Securityholder has not entered into any agreement or arrangement for the issuances of back-to-back ODIs against the Securities. For the purposes of this sub-paragraph (F), “**back-to-back ODIs**” shall not include any ODI issued by a Securityholder who is a foreign portfolio investor and has disclosed the terms and parties to such back-to-back ODI in the form and manner prescribed by the Securities and Exchange Board of India pursuant to the FPI Regulations (in particular under Regulation 21(3) of the FPI Regulations). Also, in terms of the explanation to Regulation 21(1)(b), where an entity has an investment manager who is from the Financial Action Task Force member country, the investment manager shall not be required to be registered as a Category I foreign portfolio investor;
- (G) The Securityholder confirms that the Securityholder is not purchasing the Securities with the intent of circumventing or otherwise avoiding any requirements applicable under any laws applicable in India (including, without limitation, the FPI Regulations and any restrictions with respect to subscriptions, issuances and/or other dealings of or in ODIs, directly or indirectly, by entities not being eligible to issue, subscribe to, deal in or otherwise be involved in ODIs, or laws governing dealing in the securities market, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Markets) Regulations, 2003 and Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, each as amended from time to time, together with any modifications thereto or re-enactments thereof);
- (H) The Securityholder confirms that it will ensure that investment (including, synthetically through ODIs) by the Securityholder, whether directly in its own name as a foreign portfolio investor or as an ODI subscriber, or by entities in the Investor Group to which the

<sup>18</sup> In addition to the applicable Operational Guidelines, SEBI, on October 1, 2020, had issued a circular in relation to “Framework for monitoring of foreign holding in Depository Receipts” (“**DR Circular**”). The DR Circular is applicable to FPIs and foreign depositories, whereby all FPIs are required to inter alia fulfil their obligations in terms of reporting to their designated depository participant, providing the details of (a) other FPIs forming part of the same investor group; and (b) ODI subscribers and / or Depository Receipt holders having common ownership, directly or indirectly, of more than fifty percent or on the basis of common control. Further, a FPI has to be identified to be appointed as a nodal entity which will be required to fulfil its reporting obligations to its domestic custodian. However, the DR Circular is presently kept in abeyance by SEBI.

Securityholder belongs, in equity shares of an Indian company is below ten percent of the total paid-up equity capital of the company on a fully diluted basis and the Securityholder shall provide information in this regard to the Issuer, as and when and in such form and manner as may be required.

For the purposes of this sub-paragraph (H), “Investor Group” is defined under Regulation 22(3) of the FPI Regulations read with paragraph 1 under Part C of the Operational Guidelines, which, as of the date of this Base Prospectus, shall include:

- (i) in case of individual investors, the individual and his/her relatives, within the meaning of Section 2(77) of the Companies Act, 2013 (as on the date of this Base Prospectus, Section 2(77) of the Companies Act, 2013 defines “relative”, with reference to any person, as anyone who is related to another, if:
  - (1) they are members of a Hindu Undivided Family;
  - (2) they are husband and wife; or
  - (3) one person is related to the other in such manner as may be prescribed); and
- (ii) in case of other investors, all such entities having common ownership, directly or indirectly, of more than 50 per cent. or common control.

For the purpose of this sub-paragraph (I)(ii) “common control” shall not be considered where (a) the Securityholder is an Appropriately Regulated public retail fund; (b) the investors in the Securityholder are public retail funds majority owned by Appropriately Regulated public retail funds on a look-through basis; (c) the Securityholder is a public retail fund and the investment managers of the fund are Appropriately Regulated. For the purpose of the foregoing, a public retail fund is defined under Explanation to Regulation 22(4)(c) of the FPI Regulations to mean: (I) mutual funds or unit trusts which are open for subscription to retail investors and which do not have specific investor type requirements like accredited investors; (II) insurance companies where segregated portfolio with one to one correlation with a single investor is not maintained; and (III) pension funds;

For the purpose of the foregoing, “Appropriately Regulated” is defined in Regulation 2(1)(b) of the FPI Regulations, which, as of the date of this Base Prospectus, means a person regulated by the securities market regulator or the banking regulator of home jurisdiction or otherwise, in the same capacity in which it proposes to make investments in India;

- (I) The Securityholder confirms that purchase of the Securities by the Securityholder does not violate any applicable laws (including, without limitation, any legislations, rules, regulations, notifications, circulars or guidelines), or, any orders or directives, which may be issued from time to time, including in relation to the eligibility and permissibility of the Securityholder to purchase the Securities;
- (J) The Securityholder confirms that it shall not, and shall ensure that none of its respective nominees, associates or affiliates shall sell, transfer, assign, novate or otherwise dispose of any Securities or any interest in any Securities to, or enter into any agreement or arrangement for the issuance of back-to-back ODIs against the Securities or enter into an agreement or arrangement with respect to any of the foregoing (each, a “**Transfer**”) with, any person/entity which is not eligible to, directly or indirectly, issue, subscribe to, deal in or otherwise be involved in ODIs. Save for any Transfer(s) to an Approved Entity or Pre-Approved Transferee

pursuant to the paragraph below, prior to any Transfer being undertaken in respect of any Security:

- (i) the prior written consent of the Issuer and/or the Issuer's associates/affiliates shall be obtained by the Securityholder; and
  - (1) the Securityholder shall issue a written notice (a "**Transfer Notice**") to the Issuer in such form as the Issuer may determine for the purpose of obtaining such prior written consent; and
  - (2) the Issuer and/or its associates/affiliates shall have absolute discretion in granting or withholding such prior written consent;
- (ii) upon receipt of the Transfer Notice, the Issuer, its associates and affiliates shall have the right to require the person/entity to whom the Transfer is proposed to be made ("**Proposed Transferee**") to provide, and the Securityholder shall procure that the Proposed Transferee promptly provides the Issuer or its associates/affiliates (as the case may be) with all such information that the Issuer or its associates/affiliates (as the case may be) may require with respect to its or their client on-boarding programme, policies or procedures, anti-money laundering programme, or other such programme (as the case may be) (collectively, "**Client Identification Programme**"); and
- (iii) the Proposed Transferee shall issue a written undertaking ("**Transferee Undertaking**") to the Issuer in such form as the Issuer or its associates/affiliates may determine.

For the avoidance of doubt, it is clarified that this sub-paragraph (J) shall not apply: (a) in the event the Transfer is pursuant to buy-back or redemption of the Securities to and by the Issuer or its associates/affiliates, or (b) to the registration on behalf of the Securityholder in the name of any custodian, sub-custodian or nominee. Further, a Proposed Transferee who has obtained the written consent of the Issuer or that of its associates/affiliates in respect of a Transfer pursuant to this sub-paragraph (J) shall for the purposes hereof hereafter constitute a "**Pre-Approved Transferee**";

- (K) The Securityholder confirms that in the case where the Securityholder or its nominees, associates or affiliates sell, transfer, assign, novate or otherwise dispose of any Securities, or any interest in any Securities, to, or enter into any back-to-back ODI or enter into an agreement or arrangement with respect to any of the foregoing with, an Approved Entity (described as such under the relevant master purchase agreement) (an "**Approved Entity**") or a Pre-Approved Transferee (each, an "**Approved Entity/Pre-Approved Transferee Transfer**"), the Securityholder shall issue a written notice to the Issuer in such form as the Issuer may determine within two (2) Business Days after the Approved Entity/Pre-Approved Transferee Transfer.

For the purposes of sub-paragraph (J) above and this sub-paragraph (K), a "**back-to-back ODI**" shall not include the issue of any ODI by a Securityholder who is a foreign portfolio investor and makes monthly or periodic disclosure of Securities to the Securities and Exchange Board of India and will disclose the terms and parties to such back-to-back ODI in the form and manner prescribed by the Securities and Exchange Board of India pursuant to the FPI Regulations (in particular under Regulation 21(3) of the FPI Regulations);

- (L) The Securityholder confirms that in the case where the Securityholder changes investment managers/advisers/sub-managers/sub-advisers (each, an "**Manager/Adviser Transfer**"), the

Securityholder shall issue a written notice to the Issuer in such form as the Issuer may determine thirty (30) Business Days prior to the Manager/Adviser Transfer;

- (M) The Securityholder confirms that the Issuer and its associates/affiliates are authorised to provide information in their possession regarding the Securityholder, each Proposed Transferee, the nominees or associates/affiliates of the Securityholder and/or each Proposed Transferee, each Security and any breach of the terms of sub-paragraphs (A) to (R) herein to any Indian governmental or regulatory authorities (each an “**Authority**”) as the Issuer or its associates/affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of such Authority from time to time, including but not limited to disclosures in periodic reportings made by the Issuer or its associates/affiliates to any Authority;
- (N) The Securityholder confirms that the Issuer and/or its associates/affiliates may, to the extent required to comply with applicable laws, regulations, notifications, circulars, rules, guidelines, clarifications, directions, orders and/or decrees issued by a governmental or regulatory authority, issue a written notice to the Securityholder, unilaterally amending the terms of sub-paragraphs (A) to (R) herein and such written notice shall be effective and deemed agreed and accepted by the Securityholder when issued;
- (O) The Securityholder acknowledges that non-compliance with, or breach, violation or contravention of, any terms or obligations under this Base Prospectus (including, without limitation, any restrictions with respect to a Transfer) (“**ODI Holder Obligations**”) may result in non-compliance with, or breach, violation or contravention of, applicable laws, rules, regulations, governmental orders or directions, or in regulatory sanctions or other actions against the Issuer and/or its associates/affiliates and may cause irreparable harm to the Issuer and/or its associates/affiliates. Accordingly, each Securityholder further acknowledges that, in the event of any non-compliance with, or breach, violation or contravention of any ODI Holder Obligations by the holder, the Issuer and/or its associates/affiliates may notify any Authority of any such breach, violation or contravention and exercise any rights and take any measures available to it under the terms of any ODI or this notice, or any other measures to prevent, avoid, mitigate, remedy or cure such non-compliance, breach, violation or contravention, including but not limited to termination of the ODIs by the Issuer or its associates/affiliates;
- (P) The Securityholder confirms that it shall promptly notify the Issuer and/or its associates/affiliates, as appropriate, should any of the representations, warranties, acknowledgements, agreements, undertakings and material information (including any direct or indirect change in structure or ownership or control) given by it under sub-paragraphs (A) to (R) herein, whether in respect of itself or otherwise, be in breach, changes or no longer holds true after the Issue Date;
- (Q) The Securityholder confirms that all the provisions of sub-paragraphs (A) to (R) herein shall survive the termination of any Security which is the subject matter of sub-paragraphs (A) to (R) herein and that the terms of sub-paragraphs (A) to (R) herein shall be deemed to be restated upon issuance of each Security; and
- (R) The Securityholder confirms that if, at any time, any provision of sub-paragraphs (A) to (R) herein is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

- (viii) **Korea.** The Securities have not been and will not be registered under the Financial Investment Services and Capital Markets Act of Korea. The Securities may not be offered, sold or delivered, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea (as defined in the Foreign Exchange Transactions Law of Korea and the decrees and regulations thereunder), or to any other person for reoffering, resale or re-delivery, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea, except as otherwise permitted by applicable Korean laws and regulations. Without prejudice to the foregoing, the number of the Securities offered in Korea or to a resident in Korea shall be less than fifty, and for a period of one year from the Issue Date of the Securities, none of the Securities may be divided resulting in an increase number of the Securities. Furthermore, the Securities may not be resold to Korean residents unless the purchaser of the Securities complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the Foreign Exchange Transactions Law of Korea and the decrees and regulations thereunder) in connection with the purchase of the Securities.
- (ix) **Kuwait.** The Securityholder represents as a condition to purchasing or owning any Security or beneficial interest therein that (i) it understands the risks of investing in the Securities, (ii) it understands that the Securities are not regulated under the laws of Kuwait and have not been approved by the Kuwait Capital Markets Authority and/or the Central Bank of Kuwait and/or any other relevant Kuwaiti government agency, (iii) that it did not learn about the Securities through, and has not been subjected to, any public offer or any general advertisement or solicitation in Kuwait and further confirms that any offer of, or solicitation of any offer to subscribe for, any Securities was made to the investor from outside Kuwait, and (iv) any documents relating to any investment in the Securities was (or will be) finally executed outside of Kuwait.
- (x) **Malaysia.** (A) No prospectus in relation to the Securities has been registered with the Securities Commission of Malaysia (“SC”) pursuant to the Capital Markets and Services Act 2007 of Malaysia (“CMSA”); and (B) the Securities shall not be offered for subscription or sold, directly or indirectly, nor may an invitation or offer to subscribe for or sell such Securities be made in Malaysia unless such offer or invitation has been approved by the SC or is otherwise exempted under Schedule 5 of CMSA, and it is exclusively made to persons specified under Schedules 6 and 7 of the CMSA, which shall include, *inter alia*, sophisticated investors, holder(s) of capital markets services licenses and persons outside Malaysia.
- (xi) **Pakistan.** The Securityholder represents as a condition to purchasing or owning any Security or any beneficial interest therein that (i) it is a person resident outside Pakistan, for the purpose of the Foreign Exchange Manual and the Foreign Exchange Regulation Act, 1947 (a “**Resident outside Pakistan**”), (ii) it is not owned in whole or in part, directly or indirectly by one or more Residents of Pakistan for the purpose of the Foreign Exchange Manual and the Foreign Exchange Regulation Act, 1947 (a “**Resident of Pakistan**”), (iii) it is not financing all or any part of its purchase of the Securities, whether directly or indirectly, from moneys financed by or sourced from any Resident of Pakistan, (iv) the relevant Securities are not being purchased, directly or indirectly, by a Resident of Pakistan or to or for the account or benefit of any Resident of Pakistan, (v) it understands and agrees that the Securities may not be offered, sold or delivered, directly or indirectly, in Pakistan, or to any Resident of Pakistan, and the Securityholder undertakes not to offer, sell or deliver directly or indirectly the Securities in breach of the foregoing. In the event that the Securities are transferred by the Securityholder, the Securityholder undertakes to use best endeavours to ensure that any other person who has or will have a direct or indirect beneficial interest in the Securities (a) is a Resident outside Pakistan; (b) is not owned in whole or in part, directly or indirectly by a Resident of Pakistan; and (c) is not financing all or any part of its purchase of the Securities from Pakistani sources.

(xii) **People's Republic of China.** The Securityholder represents as a condition to purchasing or owning the Securities or any beneficial interest therein that:

- (A) the Securityholder will not offer, sell or deliver, directly or indirectly, the Securities in the People's Republic of China (excluding Hong Kong, Macau and Taiwan) (the "**PRC**"); and
- (B) if the Securities are linked to PRC Securities (as defined below),
  - (1) (a)(i) it is not a PRC Resident or an entity incorporated or registered under the laws of the PRC, (ii) if it is a PRC Resident, it is using funds lawfully owned by it and located outside the PRC to make investments in the Securities or (iii) if it is an entity incorporated or registered under the laws of the PRC, its investment in the Securities has been conducted pursuant to any program approved by, or any other approval of, any competent PRC regulator; and
  - (b) its investment in the Securities does not violate the laws and regulations of the PRC, including those in relation to foreign exchange control and reporting;
  - (2) in respect of Securities for which "ChiNext Shares" or "STAR Shares" is specified in relation to any Reference Underlying, each owner and beneficial owner of such Securities is, and shall continue to be (during its ownership or beneficial ownership of such Securities), an Eligible Investor; and

For all PRC Share Securities and PRC Index Securities:

- (3) to the extent the Securityholder is incorporated, domiciled or resident in Taiwan or is owned or controlled by a person(s) or entity(ies), incorporated, domiciled or resident in Taiwan (collectively, a "**Taiwan Related Party**"), the Securityholder:
  - (x) confirms that it (a) is not prohibited by any applicable Taiwan law, regulation, self-regulatory guideline or policy applicable to dealings by Taiwan Related Parties with Mainland China ("**Cross Straits Rules**") from purchasing the relevant Securities and (b) will, in making such purchase, be in full compliance with any limitations under the Cross Straits Rules or otherwise on the amount, scope or nature of investments by him/her/it in Securities;
  - (y) confirms that it is not acquiring the Securities linked to PRC Share Securities or PRC Index Securities for the purpose of gaining or exercising control or influence, directly or indirectly, over the management of any company incorporated in the PRC; and
  - (z) acknowledges and understands that it is the Securityholder's sole responsibility to determine, based on his/her/its own evaluation and advice from his/her/its professional advisers, that the purchase by him/her/it of the Securities complies with the Cross Straits Rules and that it/he/she shall place no reliance whatsoever on the Issuer, any Dealer or its nominated affiliate in such regard;
- (4) in the event that the Securities are transferred by the Securityholder, the Securityholder will ensure that the transferee makes the representations, confirmations and acknowledgements set out in sub-paragraphs (1) to (3) above and in this sub-paragraph (4).

"**PRC Resident**" means a person who is a citizen of the PRC and does not have permanent right of abode in a jurisdiction outside the PRC.

**“PRC Securities”** means any shares, bonds, warrants or other securities listed on any stock exchange in the PRC, securities investment funds quoted in Renminbi or any other financial instruments in which a qualified foreign investor may from time to time invest pursuant to applicable PRC laws and regulations.

**“Renminbi”** means the lawful currency of the PRC, which for the purposes of the Conditions excludes Hong Kong, Macau and Taiwan.

(xiii) **Qatar and the Qatar Financial Centre.** The Securityholder acknowledges and agrees that:

- (a) this Base Prospectus is provided to it on an exclusive basis, upon its request and initiative, and for its personal use only;
- (b) it understands the risks of investing in the Securities and would be considered a qualified investor as intended to be described by the Qatar Financial Markets Authority or the Qatar Financial Centre Regulatory Authority (as applicable) in the State of Qatar (including Qatar Financial Centre);
- (c) nothing in this Base Prospectus constitutes, is intended to constitute, shall be treated as constituting or shall be deemed to constitute (i) any offer or sale of securities in the State of Qatar or the Qatar Financial Centre (the **“QFC”**), (ii) the inward marketing of securities, or (iii) an attempt to do business as a bank, an investment company or otherwise in the State of Qatar or the QFC, other than in compliance with any applicable laws in the State of Qatar or the QFC governing the issue, offering and sale of securities;
- (d) this Base Prospectus and the Securities have not been reviewed, approved, registered or licensed by the Qatar Central Bank, the Qatar Financial Centre Regulatory Authority, the Qatar Financial Markets Authority or any other regulator in the State of Qatar; and
- (e) recourse against the Issuer and any Dealers, if appointed, and those involved with them, may be limited or difficult and may have to be pursued in a jurisdiction outside Qatar and the QFC.

The Securityholder undertakes that it will not distribute this Base Prospectus to third parties in Qatar or the QFC beyond the terms hereof. The Securityholder acknowledges that any unauthorised distribution shall be at the liability of the Securityholder.

(xiv) **Russia.** The Securityholder agrees that it will not offer or sell or transfer or otherwise dispose of, and will not offer or sell or transfer or otherwise dispose of, any Securities (as part of their initial distribution or at any time thereafter) to or for the benefit of any persons (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian law.

The Securityholder acknowledges and agrees that the Base Prospectus or information contained therein is not an offer, or an invitation to make offers, to sell, exchange or otherwise transfer securities and/or foreign financial instruments in the Russian Federation to or for the benefit of any Russian person or entity and does not constitute an advertisement, individualised investment recommendation or offering of Securities in the Russian Federation within the meaning of Russian securities laws. Information contained in the Base Prospectus is not intended for any persons in the Russian Federation who are not “qualified investors” within the meaning of Article 51.2 of the Federal Law no. 39-FZ “On the Securities Market” dated 22nd April 1996, as amended (the **“Russian QIs”**) and must not be distributed or circulated into the Russian Federation or made available in the Russian Federation to any persons who are not Russian QIs, unless and to the extent they are otherwise permitted to access such information under Russian law. The Securities have not been and will not be registered in Russia



and are not intended for “offering”, “placement” or “circulation” in the Russian Federation (each as defined in Russian securities laws) unless and to the extent otherwise permitted under Russian law.

- (xv) **Saudi Arabia.** The Securityholder acknowledges that this document does not constitute an offer to persons in Saudi Arabia and may not be distributed in Saudi Arabia except in accordance with the requirements of, and to such persons as are permitted under the Rules on the Offers of Securities and Continuing Obligations issued by the Saudi Arabian Capital Market Authority (“CMA”).

The CMA does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the Securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the Securities. Accordingly, the Securityholder represents and agrees that if it does not understand the contents of this document it will consult an authorised financial adviser.

Where the Securities are linked to any Reference Underlying listed on the Saudi Stock Exchange (Tadawul) (“**Underlying Saudi Company**”), the Securityholder represents as a condition to purchasing or owning such Securities or any beneficial interest therein that the Securityholder: (A) acknowledges that in accordance with the Rules for Qualified Foreign Financial Institutions Investment in Listed Securities issued by the CMA (the “**QFI Rules**”) the direct purchase or ownership of any shares listed on the Tadawul by foreign investors is not permitted unless the investor is a Qualified Foreign Investor accepted as a client by a Capital Market Institution and that any purchases or ownership of such Securities by a Qualified Foreign Investor must be in accordance with and subject to the restrictions set out in the QFI Rules; (B) is aware of the terms of the CMA Board of Commissioners resolution 2-28-2008 dated 18th August 2008 as amended by subsequent resolutions, the most recent of which is the CMA Board of Commissioners resolution (referred to in the CMA circular dated 03/05/2018) (“**CMA Resolution**”), which allows “Capital Market Institutions” to enter into swap agreements with non-resident foreign investors, whether institutions or individuals, to transfer the economic benefits of shares which are listed on the Tadawul. Pursuant to the conditions specified in the CMA Resolution, Capital Market Institutions are prohibited from entering into swap agreements or executing any swap transaction with the following parties: (i) Qualified Financial Investors (as defined in the QFI Rules); (ii) citizens of the Cooperation Council for the Arab States of the Gulf (the natural persons who hold the citizenship of one of the Cooperation Council for the Arab States of the Gulf countries, or legal persons (a) the capital of which is majority owned by citizens or governments of the Cooperation Council for the Arab States of the Gulf; and (b) that hold the citizenship for the Cooperation Council for the Arab States of the Gulf countries in accordance with the definition set out in the resolution of the Supreme Council of the Cooperation Council for the Arab States of the Gulf in its 15<sup>th</sup> session approved by the Council of Ministers Resolution number 16 dated 20/01/1418H); (iii) foreign investors residing in Saudi Arabia; and (iv) a foreign person other than those referred to in (i) to (iii) above, that owns securities of a company listed on the Tadawul in relation to swap transactions that involve the shares and convertible debt instruments of that listed company. In addition, the CMA Resolution stipulates that the total securities underlying a swap transaction for each securityholder must not reach 10% or more of the shares of any issuer whose shares are listed or convertible debt instrument of the issuer. Capital Market Institutions retain the legal ownership of such shares and, pursuant to the conditions specified in the CMA Resolution, Capital Market Institutions are required to provide certain information on beneficiaries who obtain the economic benefits of such shares; (C) consents to the Issuer and/or its Affiliates providing such information as may be requested by the CMA, including, without limitation, the full legal name of the beneficial owner of the Securities, its country of origin and the names and quantities of the underlying shares (the “**CMA Required Information**”) and to make any notifications and/or reports to the CMA and undertakes to

provide such information, in a timely manner, to the Issuer and/or its Affiliates upon request; and (D) acknowledges that the CMA reserves the right to instruct the Issuer and/or its Affiliates or any other entity through which the Issuer hedges the Securities to impose any qualitative or quantitative restrictions or any other requirements on any swap agreement corresponding to the Securities or on the ultimate beneficial investors. Accordingly, the holder of the Securities acknowledges that the Issuer and/or its Affiliates may be obliged to give effect to such restrictions or requirements and may do so in such manner as the Issuer deems most expedient, whether by terminating or amending the terms of the Securities.

- (xvi) **Singapore.** The Securityholder acknowledges that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Securityholder represents and agrees that this Base Prospectus, any applicable Final Terms relating to any Securities and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Securities has not been circulated or distributed and will not be circulated or distributed, that the Securities have not been offered or sold, or made the subject of an invitation for subscription or purchase, and that the Securities will not be offered or sold, or made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

(A) to an institutional investor (as defined in the Securities and Futures Act (Chapter 289) of Singapore (as amended or modified from time to time, the “SFA”) pursuant to Section 274 of the SFA;

(B) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275, of the SFA and, where applicable, the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or

(C) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

The Securityholder represents and agrees that where the Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (1) 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
- (2) 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 (as defined in Section 2(1) of the SFA) or securities-based derivative contracts (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 Securities pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person where the transfer arises from an offer referred to in Section 275(2) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or

- (e) as specified in Regulation 37(A) of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

The Securityholder represents and agrees that where Securities are issued under the Programme by Credit Suisse AG, Singapore Branch, (a) the Securities, if denominated in Singapore dollars, will have an original maturity period of not less than 12 months; or (b) the Securities, if denominated in Singapore dollars and with an original maturity period of less than 12 months, will have a denomination of not less than SGD 200,000; or (c) the Securities will be denominated in a currency other than Singapore dollars; or (d) the Securities will be issued in other circumstances which do not constitute a contravention of the Guidelines for Operation of Wholesale Banks and such that the Securities do not constitute a “deposit” for the purposes of the Banking Act, Chapter 19 of Singapore.

The Securityholder represents and agrees that where (a) the Issuer of the Securities is Credit Suisse AG, Singapore Branch, (b) the Securities are denominated in Singapore dollars, and (c) the Securities have a specified denomination of less than SGD 200,000:

- (1) the place of booking of the issue is the Singapore Branch of Credit Suisse AG; and
- (2) repayment under each Security is not secured by any means.

(xvii) **Switzerland.**

The Securityholder acknowledges that this document is not intended to constitute an offer or solicitation to purchase or invest in the Securities described herein. The Securityholder represents that it will not publicly offer, sell or advertise the Securities, directly or indirectly, to retail clients in, or from, Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this document nor any other offering or marketing material relating to the Securities constitutes a prospectus pursuant to the FinSA and no such prospectus has been or will be prepared for or in connection with the offering of the Securities. Neither this document nor any other offering or marketing material relating to the Securities may be publicly distributed or otherwise made publicly available to retail clients in Switzerland.

The Securityholder acknowledges that neither this document nor any other offering or marketing material relating to the offering, nor the Issuer nor the Securities have been or will be filed with or approved by any Swiss regulatory authority.

In respect of Securities with a maturity of one year or longer, the Securityholder will not sell such Securities to Swiss resident private investors in any case.

(xviii) **Taiwan.**

- (A) The Securities may not be sold, offered or issued to Taiwan resident investors unless (a) they are made available outside Taiwan for purchase by such investors outside Taiwan or (b) they are being sold, offered or issued to Taiwan resident investors in compliance with the applicable Taiwanese laws and regulations;
- (B) Securities linked to shares of companies incorporated in the PRC that are listed on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange and quoted in Renminbi may be made available outside Taiwan to Taiwan resident investors otherwise legally permitted to invest in such products so long as such investors are not investing therein for purposes of gaining or exercising control or influence, directly or indirectly, over the management of any

company incorporated in the PRC, but are not permitted to be offered, marketed, sold or issued in Taiwan; and

(C) where the Securities are linked to any Reference Underlying listed in Taiwan (“**Taiwanese Reference Underlyings**”), the Securityholder represents as a condition to purchasing or owning such Securities or any beneficial interest therein that:

- (1) it is not funding all or part of its purchase of Securities linked to Taiwanese Reference Underlyings, whether directly or indirectly, from moneys financed by or sourced from Taiwan or PRC sources;
- (2) it and its beneficial owners or controllers do not fall in the categories of persons who are not allowed to trade and own such Securities set out in paragraph (3) below; and
- (3) it understands and acknowledges that the following categories of persons are not allowed to hold and trade such Securities:
  - (I) nationals of Taiwan or individuals known, or reasonably believed, to be representing the interests of Taiwanese citizens;
  - (II) individuals domiciled or companies incorporated in Taiwan;
  - (III) overseas companies beneficially owned or controlled by Taiwanese nationals;
  - (IV) Taiwanese insiders intending to trade their companies’ shares. For the purpose of this paragraph, any director, supervisor, manager, or shareholder holding more than ten (10) percent of the shares of the company directly or indirectly via a spouse, minor child or nominee is deemed an insider of such company the shares of which are traded on the Taiwan Stock Exchange or Taipei Exchange (previously known as GreTai Securities Market);
  - (V) offshore personal investment companies of which any of those listed in the paragraphs (I) to (IV) above is a beneficial owner;
  - (VI) nationals of the PRC or individuals known, or reasonably believed, to be representing the interests of PRC citizens;
  - (VII) individuals domiciled or companies incorporated in the PRC; and
  - (VIII) overseas companies beneficially owned or controlled by PRC nationals, individuals, companies, organizations or institutions (collectively “**PRC Investor**”). For the purpose of this paragraph, “owned” means the PRC Investor holds directly or indirectly more than thirty (30) percent of the shares in or contributes more than thirty (30) percent of the capital of the overseas company; and “controlled” means the PRC Investor has control power over such overseas company, which comprises of any of the following:
    - (i) the PRC Investor has control over the majority of the votes of the overseas company pursuant to its agreement with other investors;
    - (ii) the PRC Investor has control over the financial, operational, and/or human resources policies of the overseas company pursuant to law or regulations or contractual commitments,

including but not limited to: (A) the PRC Investor is actually in-charge of the operation of the overseas company pursuant to a joint-venture or joint-management agreement; (B) the PRC Investor can appoint the chief executive officer of the overseas company; (C) the PRC Investor extends loans to or guarantees the debts of the overseas company where the amount or value of such loan or guaranty equals to or exceeds one-third of the total assets of the overseas company;

- (iii) the PRC Investor has the right to appoint or discharge a majority of the directors on the board (or organization determining the company's operational policies), which has control over the overseas company's operations;
  - (iv) the PRC Investor has control over the majority of the votes of the directors on the board (or organization determining the company's operational policies), which has control over the overseas company's operations; or
  - (v) the PRC Investor has otherwise any form of control power over the overseas company as defined under the International Financial Reporting Standards or R.O.C. Statements of Auditing Standards.
- (xix) **United Kingdom (Public Offer Selling Restriction under the UK Prospectus Regulation).** The Securityholder acknowledges that, no Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto shall be offered or will be offered to the public in the United Kingdom (the “**UK**”) except that such Securities may be offered to the public in the UK:
- (A) at any time to any legal entity which is a qualified investor as defined in Article 2 of the Regulation (EU) 2017/1129 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018 (“**EUWA**”) (the “**UK Prospectus Regulation**”);
  - (B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
  - (C) at any time in any other circumstances falling within section 86 of the UK Financial Services and Markets Act 2000 (the “**FSMA**”, as amended),

provided that no such offer of Securities referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision the expression “**an offer of Notes to the public**” in relation to any Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

- (xx) **United Kingdom (Prohibition of sales to UK Retail Investors).** The Securityholder represents and agrees that it is not a retail investor in the UK and that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of

the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to a retail investor in the UK.

For purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of “retained EU law”, as defined in the EUWA;
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of “retained EU law”, as defined in the EUWA; or
  - (iii) not a qualified investor as defined in the UK Prospectus Regulation; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of “retained EU law”, as defined in the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

(xxi) **United Kingdom (Other UK regulatory restrictions).** The Securityholder represents and agrees that:

- (a) in relation to any Securities which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of Section 19 of the FSMA by CS;
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the UK; and
- (c) 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 FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to CS.

(xxii) **United Arab Emirates (excluding the Dubai International Financial Centre):** The Securityholder represents and agrees that it has not offered, sold or publicly promoted or advertised and undertakes that it will not offer, sell or publicly promote or advertise the Securities in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

(xxiii) **United States of America.** The Securityholder acknowledges and agrees that Securities have not been, are not being and will not be, registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act and that is exempt from the registration requirements of the Securities Act. The Securityholder represents that it either (A) is outside the United States and is not a U.S. person (as such terms are defined in Regulation S under the Securities Act) and has not offered or sold any Securities within the United States or to, or for the account or benefit of, U.S. persons or (B) is a qualified institutional buyer as defined in Rule 144A under the Securities Act and has validly completed, executed and delivered an investor representation letter in the form provided by the Issuer or the Principal Paying Agent.

(xxiv) **Vietnam.** The Securityholder has not offered, sold or delivered and will not offer, sell or deliver any Securities in Vietnam unless otherwise permitted by the applicable laws and regulations of Vietnam.

Where the Securities are linked to equity interests, bonds, convertible bonds or other hybrid securities, or other securities issued by entities established under the laws of Vietnam or other entities permitted to issue the Securities in Vietnam (“**Vietnamese Reference Underlyings**”), the Securityholder represents as a condition to purchasing or owning such Securities or any beneficial interest therein that:

- (a) it is not (i) a resident of Vietnam (a “**Resident of Vietnam**”) and/or (ii) owned in whole or in part, directly or indirectly by one or more Residents of Vietnam;
- (b) the Vietnamese Reference Underlyings are not being purchased, directly or indirectly, by a Resident of Vietnam, or for the account of, or benefit of, any Resident of Vietnam; and
- (c) it understands and agrees that the Securities may not be offered, sold or delivered, directly or indirectly, in Vietnam, or to any Resident of Vietnam, and it undertakes not to offer, sell or deliver directly or indirectly the Securities in breach of the foregoing.

(xxv) **General.**

- (A) No action has been taken by the Securityholder that would, or is intended to, permit a public offer of the Securities in any country or jurisdiction where any such action for that purpose is required. Accordingly, the Securityholder undertakes that it will not, directly or indirectly, offer or sell any Securities or distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Securities by it will be made on the same terms.
  - (B) (1) The Securityholder is not an insider and does not possess non-public material price sensitive information on any of the Reference Entities or issuers or sponsors of any Reference Underlyings and is not entering into this transaction on the basis of material non-public information regarding such Reference Entities, issuers or sponsors; and (2) the investment hereunder is solely a financial investment and is not for the purpose of acquiring or exercising control or influence, directly or indirectly, over the management of any such Reference Entities, issuers or sponsors.
- (m) The Securityholder acknowledges that the Issuer and/or any of its Affiliates may be required to disclose information in respect of the Securities or relating to the issue of, and subsequent trading in, the Securities or any other information as may be required by any relevant governmental or regulatory authorities or as may be required under any law, regulation, orders or lawful request, including but not limited to information

concerning the identity of any party having a legal or beneficial interest in the Securities (as appropriate, for example, (i) the category to which the Securityholder belongs (i.e. hedge fund, corporate, individual, pension fund, trust, etc.); and (ii) if the Securityholder is a fund, names of its fund managers and investment advisers; and the Securityholder consents to waive confidentiality with regard to any such disclosure. The Securityholder further agrees to promptly (A) provide or procure the provision of such information to the Issuer and/or its Affiliates upon request by the Issuer and/or its Affiliates, and where such information is maintained by any third party on behalf of the Securityholder, the Securityholder shall ensure that appropriate procedures are implemented with such third party to enable the prompt disclosure of such information to the Issuer and/or its Affiliates upon request, and (B) having so informed the Issuer, provide the requested information directly to the applicable regulatory authority.

- (n) The Securityholder undertakes that it will inform any subsequent purchaser of the terms and conditions of the Securities and all such subsequent purchasers as may purchase such securities from time to time shall be deemed to be Securityholders for the purposes of the Securities and shall be bound by the terms and conditions of the Securities.

## 8 PRESCRIPTION

The Securities will become void unless claims in respect of principal, distribution, interest and/or premium are made within a period of 10 years (in the case of any principal) and five years (in the case of any distribution, interest or premium) after the date upon which payment becomes due.

## 9 REPLACEMENT OF SECURITIES

Should any Security be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar or any Paying Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities must be surrendered before replacements will be issued.

## 10 NOTICES

- (a) All notices will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the Securityholders (or the first named of joint Securityholders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, (i) for so long as any Securities are listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, such notice will be published in a daily newspaper of general circulation in the place or places required by the Luxembourg Stock Exchange, which is expected to be the *Luxemburger Wort* or notices will be made available on the website of the Luxembourg Stock Exchange at [www.bourse.lu](http://www.bourse.lu); and (ii) for so long as any Securities are listed on the Official List of Euronext Dublin and the rules of Euronext Dublin so require, such notice will be published in a daily newspaper of general circulation in the place or places required by Euronext Dublin, which is expected to be the *Irish Times* or notices will be made available on the website of Euronext Dublin at [www.ise.ie](http://www.ise.ie).
- (b) Until such time as any definitive Securities are issued, there may, so long as any Global Securities representing the Securities are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such mailing of notices delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the Securityholders. Any such notice shall be deemed to have been given to the Securityholders on the second weekday following such delivery. In addition, (i) for so long as any such Securities are listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, such notice will be published in a daily newspaper of general circulation in the place or places required by the Luxembourg Stock Exchange; and (ii) for so long as any



such Securities are listed on the Official List of Euronext Dublin and the rules of Euronext Dublin so require, such notice will be published in a daily newspaper of general circulation in the place or places required by Euronext Dublin.

## 11 MEETINGS OF SECURITYHOLDERS AND MODIFICATION

- (a) The Agency Agreement contains provisions for convening meetings of the Securityholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Terms and Conditions or the provisions of the Agency Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present holding or representing a clear majority in nominal amount or number, as the case may be, of the Securities for the time being outstanding, or at any adjourned meeting one or more persons present whatever the nominal amount or number of the Securities held or represented by him or them, except that at any meeting, the business of which includes the modification of certain of these Terms and Conditions, the necessary quorum for passing an Extraordinary Resolution will be one or more persons present holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third, of the nominal amount or number of the Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Securityholders will be binding on all Securityholders, whether or not they are present at the meeting.

The Agency Agreement defines “**Extraordinary Resolution**” to mean (i) a resolution passed at a meeting of the Securityholders duly convened and held in accordance with the provisions of the Agency Agreement by a majority consisting of not less than 75 per cent. of the votes cast thereat; (ii) a written resolution of the Securityholders in accordance with the provisions of the Agency Agreement; or (iii) a consent given by way of electronic consents through Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, by or on behalf of the Securityholders in accordance with the provisions of the Agency Agreement.

- (b) The Principal Paying Agent and the Issuer may agree, without the consent of the Securityholders, to (i) effect any modification to or amendment of the Conditions contemplated by paragraphs (iv)(A) and (iv)(B) of Condition 3(i) (*Occurrence of a Reference Rate Event*); (ii) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of any of these Terms and Conditions or any of the provisions of the Agency Agreement which is not, in the opinion of the Principal Paying Agent, materially prejudicial to the interests of the Securityholders; or (iii) any modification which is of a formal, minor or technical nature or to correct a manifest or proven error or to comply with mandatory provisions of the law or regulations or is considered necessary by the Issuer and is approved by the relevant stock exchange, if any, on which the Securities are listed.
- (c) Any modification shall be binding on the Securityholders and, unless the Principal Paying Agent agrees otherwise, any modification shall be notified by the Issuer to the Securityholders as soon as reasonably practicable thereafter in accordance with Condition 10 (*Notices*).
- (d) Should any of the provisions contained in these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected in any way.

## 12 FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Securityholders to create and issue further Securities having terms and conditions the same as the Securities or the same in all respects save for the amount and date of the first payment of any distribution, interest and/or premium thereon and so that the same shall be consolidated and form a single Series with the outstanding Securities.

### 13 CALCULATIONS AND DETERMINATIONS

The calculations and determinations of the Calculation Agent shall (save in the case of manifest error) be final and binding upon the Securityholders and the Issuer. Save as set out in the Agency Agreement, no liability to the Securityholders shall attach to the Calculation Agent in connection with the exercise or non-exercise of its powers, duties and discretions pursuant to the Conditions.

Unless otherwise provided in the Conditions, each determination, decision (including, where a matter is to be decided by reference to a person's opinion), calculation, selection or adjustment made by the Issuer, the Calculation Agent or any other person in accordance with the Conditions shall be made by the Issuer, the Calculation Agent or such other person, as the case may be, acting in good faith and in a commercially reasonable manner taking into account any market factors and other factors as the Issuer, the Calculation Agent or such other person deems relevant including, without limitation, any Hedging Arrangements (including, without limitation, any impact on such position, the ability to retain such position and the cost of unwinding any such position).

### 14 SUBSTITUTION AND MERGER OF THE ISSUER

#### (a) *Substitution of Branch*

The Issuer may at any time, without the consent of the Securityholders, substitute for the Branch (the “**Branch**”) specified in the applicable Final Terms, or for any previous Substitute Branch (as defined below), any other branch of the Issuer as the branch through which it is acting in relation to the Securities (the “**Substitute Branch**”), provided that no payment in respect of the Securities is overdue, and provided that no such substitution would thereupon give rise to a redemption for taxation reasons as a result of the application of the laws of the Substitute Branch's country of domicile or residence for taxation purposes. In the event that the Branch, or the then Substitute Branch, should cease to exist, such a substitution shall be effected prior to the cessation of operations by the Branch or such Substitute Branch, as the case may be. Such substitution shall be permitted only if:

- (i) the Substitute Branch shall agree to indemnify each Securityholder against (A) any taxes, duties, assessments or governmental charges of whatever nature which are imposed on such Securityholder with respect to such Security, and which would not have been so imposed had such substitution not been made, (B) any taxes, duties, assessments or governmental charges of whatever nature imposed on or relating to the act of substitution and (C) any costs or expenses of the act of substitution;
- (ii) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent valid, legally binding and enforceable obligations of the Issuer, acting through such Substitute Branch, shall have been taken, fulfilled and done; and
- (iii) the Substitute Branch and the Issuer shall have obtained legal opinions from independent legal advisers of recognised standing in the Substitute Branch's country of domicile or residence for taxation purposes and Switzerland that the substitution is legal, valid and binding and that all action, conditions and things as aforesaid have been taken, fulfilled and done.

Not more than 30 nor less than 15 days prior to the effective date of such substitution, the Issuer shall procure the notification to the Securityholders, in accordance with Condition 10 (*Notices*), of such substitution, stating that copies, or pending execution thereof final drafts, of all relevant documents relating to such substitution and of the legal opinions are available for inspection by Securityholders at the specified offices of the Paying Agents. The originals of all relevant documents relating to such substitution will be delivered to the Principal Paying Agent to hold until there are no claims outstanding in respect of the Securities.

#### (b) *Substitution in Place of the Issuer*

The Issuer may at any time substitute, without the consent of the Securityholders provided that no payment in respect of the Securities is overdue, an Affiliate of the Issuer to assume liability for the due and punctual payment of all payments on all the Securities then outstanding and the performance of all the Issuer's other obligations under all Securities then outstanding. Upon any such assumption, the assuming entity shall succeed to the rights and obligations of the Issuer (or any previous assuming entity) under the Securities and the Issuer (or any previous assuming entity) shall be released from its liability on the Securities. Such assumption shall be permitted only if, in addition to assuming the obligations of the Issuer (or of any previous assuming entity) under the Securities:

- (i) the assuming entity and the Issuer shall, by means of a deed poll (the “**Deed Poll**”), agree to indemnify each Securityholder against (A) any taxes, duties, fees, assessments or governmental charges of whatever nature which are imposed on such Securityholder with respect to such Security, and which would not have been so imposed had such assumption not been made, (B) any taxes, duties, fees, assessments or governmental charges of whatever nature imposed on or relating to such substitution and (C) any costs or expenses of the act of such substitution;
- (ii) the Issuer shall in the Deed Poll unconditionally guarantee all payments in respect of the Securities;
- (iii) the assuming entity and the Issuer shall warrant, by means of the Deed Poll, that all necessary governmental approvals and consents for the assumption by the assuming entity of its obligations and the giving and implementation of the Issuer's guarantee have been obtained and are in full force and the obligations of the assuming entity under the Securities and of the Issuer under its guarantee to guarantee payments in respect of the Securities are legal, valid, binding and enforceable in accordance with their terms; and
- (iv) the assuming entity and the Issuer shall have obtained legal opinions from independent legal advisers of recognised standing in the country of incorporation of the assuming entity and Switzerland that the obligations of the assuming entity and of the Issuer in respect of the Securities and the Deed Poll are legal, valid and binding and that all consents and approvals as aforesaid have been obtained.

Not more than 30 nor less than 15 days prior to the effective date of the assumption by the assuming entity, the Issuer shall procure the notification to Securityholders, in accordance with Condition 10 (*Notices*), of the assumption, stating that copies, or pending execution thereof final drafts, of the Deed Poll and other relevant documents and of the legal opinions are available for inspection by Securityholders at the specified offices of the Paying Agents. The originals of the Deed Poll and other documents will be delivered to the Principal Paying Agent to hold until there are no claims outstanding in respect of the Securities. The assuming entity and the Issuer shall in such documents acknowledge the right of every Securityholder to the production of such documents for the enforcement thereof or of the Securities.

Upon the assumption becoming effective, references (if any) in these Terms and Conditions to Switzerland shall be deemed to be replaced by references to the country of incorporation and, if different, the country of tax residence of the assuming entity.

(c) *Merger of the Issuer*

The Issuer may, without the consent of the Securityholders, consolidate with, or merge into, or sell, lease, transfer or convey all or substantially all of its property to another corporation, entity or person provided that the successor corporation, entity or person assumes all obligations of the Issuer under the Securities pursuant to the terms of the Agency Agreement.

## **15 LIABILITY AND OBLIGATIONS OF THE ISSUER**

In no event shall the Issuer have any liability for indirect or consequential damages (whether or not it has been advised of the possibility of such damages) other than interest and premium (if any) until the date of payment on sums not paid when due.

## **16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Securities, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **17 GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### *(a) Governing law*

The Agency Agreement, the Deed of Covenant and the Securities (and any non-contractual obligations arising out of or in connection with these) are governed by, and shall be construed in accordance with, English law.

### *(b) Submission to jurisdiction*

The Issuer agrees, for the exclusive benefit of the Securityholders, that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Securities (including any non-contractual obligations arising out of or in connection with the Securities), and that accordingly any suit, action or proceedings (together referred to as “**Proceedings**”) arising out of or in connection with the Securities (including any non-contractual obligations arising out of or in connection with the Securities) may be brought in such courts.

The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

**ANNEX 1**  
**FORM OF EXERCISE NOTICE**

*[Insert name, address and contact details of the holder of the Securities]*

To: [Credit Suisse AG, Nassau Branch / Credit Suisse AG, Singapore Branch]  
[Bahamas Financial Centre  
4th Floor  
Shirley and Charlotte Streets  
Nassau  
Bahamas/  
1 Raffles Link  
#03-01 One Raffles Link  
Singapore 039393]

[Date]

Dear Sirs

**[Title of Securities] (ISIN: [●]) (the “Securities”): Exercise Notice**

We refer to the final terms of the Securities (as the same may be amended, supplemented or restated from time to time) (the “**Final Terms**”). Words and expressions defined in the Final Terms shall have the same meanings when used herein.

This is an Exercise Notice in respect of [●] Securit[y][ies].

As holder of the Securities, we agree to: (a) pay to you the Exercise Amount within three Business Days of notification by you of the Exercise Amount; (b) transfer to you the Securities to which this notice relates and that such Securities shall be deemed to be terminated on the date of this notice at zero; and (c) deliver to you the relevant Certificates (if applicable) (the conditions specified in (a), (b) and (c), the “**Exercise Conditions**”). Until we have satisfied the Exercise Conditions, we agree and acknowledge that the Issuer shall have no obligation to issue the New Securities.

Yours faithfully

By:

---

*[Insert name of holder of the Securities]*

## **SCHEDULE 1**

### **PROVISIONS RELATING TO EQUITY LINKED SECURITIES**

This Schedule shall apply to each Security in respect of which “Single Reference Underlying” or “Basket of Reference Underlyings” is specified under “Type of Reference Underlying” in the applicable Final Terms.

For the avoidance of doubt, defined terms used in this Schedule shall only apply in respect of Equity Linked Securities.

#### **1. DEFINITIONS**

“**Affected Basket Component(s)**” has the meaning given in paragraph 2 in this Schedule.

“**Basket**” has the meaning ascribed to it in the definition of “Basket Component” below.

“**Basket Component**” means, in respect of Securities that are linked to a basket of Reference Underlyings, each type of share, warrant, convertible bond or exchange-traded fund unit comprising the basket (the “**Basket**”) of Reference Underlyings as specified in the applicable Final Terms.

“**Basket Component Reference Underlying**” means, in respect of a Basket Component, the share, warrant, convertible bond or exchange-traded fund unit constituting or constituted in such Basket Component.

“**China Connect Business Day**” means any Scheduled Trading Day on which the China Connect Service is open for order-routing during its regular order-routing sessions, notwithstanding the China Connect Service closing prior to its Scheduled Closing Time.

“**China Connect Disruption**” means (i) any suspension of or limitation imposed on routing of orders (including in respect of buy orders only, sell orders only or both buy and sell orders) through the China Connect Service, relating to a Reference Underlying on the Exchange or (ii) any event (other than a China Connect Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of the market participants in general to enter orders in respect of a Reference Underlying through the China Connect Service.

“**China Connect Early Closure**” means the closure on any China Connect Business Day of the China Connect Service prior to its Scheduled Closing Time unless such earlier closing time is announced by SEHK or the Exchange, as the case may be, at least one hour prior to the earlier of (i) the actual closing time for order-routing through the China Connect Service on such China Connect Business Day and (ii) the submission deadline for orders to be entered into the China Connect Service system for execution on the Exchange at the Valuation Time on such China Connect Business Day.

“**China Connect Service**” means the securities trading and clearing links programme under which (i) SEHK and/or its affiliates provides order-routing and other related services for certain eligible securities traded on the Exchange and (ii) CSDCC and HKSCC provides clearing, settlement, depository and related services in relation to such securities.

“**ChiNext Board**” means the ChiNext board (operated by the Shenzhen Stock Exchange) of the Shenzhen Stock Exchange.

“**ChiNext Shares**” means securities listed and traded on the ChiNext Board which may be traded by Hong Kong and overseas investors under the China Connect Service.

“**CSDCC**” means China Securities Depository and Clearing Corporation Limited.

“**Closing Price**” means, in respect of a Reference Underlying or Basket Component Reference Underlying and in respect of any day, (a) the official closing price for such Reference Underlying or Basket Component

Reference Underlying on such date as determined by the Calculation Agent or (b) if the official closing price is not available on such day, the last available official closing price, in each case, converted into the Specified Currency by the Calculation Agent using the Exchange Rate prevailing on such date.

**“Conversion Costs”** means (a) in respect of Securities not linked to a Basket, an amount equal to the costs per Converted Reference Underlying incurred (or which would be incurred in such a conversion) in converting Unconverted Reference Underlyings into Converted Reference Underlyings (including any exceptional charges for such conversion) during the Conversion Period as determined by the Issuer; and (b) in respect of Securities linked to a Basket and in respect of each Basket Component Reference Underlying, an amount equal to the costs per Converted Basket Component Reference Underlying incurred (or which would be incurred in such a conversion) in converting Unconverted Basket Component Reference Underlyings into Converted Basket Component Reference Underlyings (including any exceptional charges for such conversion) during the relevant Conversion Period as determined by the Calculation Agent, in each case, converted into the Specified Currency by the Calculation Agent using the prevailing Exchange Rate at such time as determined by the Calculation Agent.

**“Conversion Period”** means the period from (and including) the Issue Date to (and including) the Valuation Date.

**“Converted Basket Component Reference Underlying”** means, in respect of any Basket Component Reference Underlying that may be subject to a conversion, the reference underlying into which such Basket Component Reference Underlying has been converted.

**“Converted Reference Underlying”** means, in respect of any Reference Underlying that may be subject to a conversion, the reference underlying into which such Reference Underlying has been converted.

**“Disrupted Day”** means:

- (c) if the Securities are not linked to a Basket, any Scheduled Trading Day on which (i) the Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange fails to open for trading during its regular trading session, (iii) if “China Connect” is specified in relation to a Reference Underlying in the relevant Final Terms, the China Connect Service fails to open for order-routing during its regular order-routing session or (iv) a Market Disruption Event has occurred, in each case, in respect of the Reference Underlying; or
- (d) if the Securities are linked to a Basket, any Scheduled Trading Day on which (i) any Exchange fails to open for trading during its regular trading session, (ii) any Related Exchange fails to open for trading during its regular trading session, (iii) if “China Connect” is specified in relation to a Basket Component Reference Underlying in the relevant Final Terms, the China Connect Service fails to open for order-routing during its regular order-routing session or (iv) a Market Disruption Event has occurred, in each case, in respect of any of the Basket Component Reference Underlyings.

**“Early Redemption Amount”** means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 6 (*Taxation and Costs*) and this Schedule, in respect of a redemption pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(d) (*Redemption following a Reference Rate Event*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*) only, in respect of each Security:

- (e) **Participation Securities – Single Reference Underlying:** if “Participation Securities” is specified as the “Early Redemption Amount/Method of calculation” in the Final Terms and the Securities are not linked to a Basket:

- (i) if the Reference Underlyings have not been converted into a Converted Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

Reference Price of the Reference Underlyings x Number of Reference Underlyings

- (ii) if some or all of the Reference Underlyings have been converted into a Converted Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

[(Reference Price of the Converted Reference Underlyings – Conversion Costs) x Number of Converted Reference Underlyings] + [Reference Price of the Unconverted Reference Underlyings x Number of Unconverted Reference Underlyings]

- (f) **Participation Securities – Basket:** if “Participation Securities” is specified as the “Early Redemption Amount/Method of calculation” in the Final Terms and the Securities are linked to a Basket:

- (i) if no Basket Component Reference Underlying has been converted into a Converted Basket Component Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Basket Component Price for each Basket Component in the Basket, where, for this purpose, the “Basket Component Price” for each such Basket Component is determined by the Calculation Agent in accordance with the following formula:

Reference Price of the Basket Component Reference Underlying x Number of Basket Component Reference Underlyings

- (ii) if some or all of the Basket Component Reference Underlyings have been converted into a Converted Basket Component Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Basket Component Price for each Basket Component in the Basket, where, for this purpose, the “Basket Component Price” for each such Basket Component is determined by the Calculation Agent in accordance with the following formula, subject to a minimum of zero:

[(Reference Price of the Converted Basket Component Reference Underlyings – Conversion Costs) x Number of Converted Basket Component Reference Underlyings] + [Reference Price of the Unconverted Basket Component Reference Underlyings x Number of Unconverted Basket Component Reference Underlyings]

- (g) **Outperformance Securities – Single Reference Underlying:** if “Outperformance Securities” is specified as the “Early Redemption Amount/Method of calculation” in the Final Terms and the Securities are not linked to a Basket, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

[(Final Closing Price – Initial Closing Price) x Number of Reference Underlyings] + sum of Daily Outperformance for the period from (and including) the Trade Date to (and including) the Valuation Date

Where:

“**Daily Outperformance**” means, on any day, an amount determined by the Calculation Agent in accordance with the following formula:



(Number of Reference Underlyings x Closing Price) x Outperformance Factor / 365

- (h) **Outperformance Securities – Basket:** if “Outperformance Securities” is specified as the “Early Redemption Amount/Method of calculation” in the Final Terms and the Securities are linked to a Basket, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Basket Component Price for each Basket Component in the Basket, where for this purpose the “Basket Component Price” for each such Basket Component is determined by the Calculation Agent in accordance with the following formula:

$$\frac{[(\text{Final Closing Price} - \text{Initial Closing Price}) \times \text{Number of Basket Component Reference Underlyings}] + \text{sum of Daily Outperformance for the period from (and including) the Trade Date to (and including) the Valuation Date}}{365}$$

Where:

“**Daily Outperformance**” means, on any day, an amount determined by the Calculation Agent in accordance with the following formula:

$$\frac{(\text{Number of Basket Component Reference Underlyings} \times \text{Closing Price}) \times \text{Outperformance Factor}}{365}$$

- (i) such other amount as specified in the applicable Final Terms.

The Early Redemption Amount shall be subject to a minimum of zero.

“**Early Redemption Event**” means an event the occurrence of which entitles the Issuer to redeem the Securities early in accordance with the Conditions (other than as a result of the operation of Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*)).

“**Eligible Investor**” means a “professional investor” within the meaning of paragraph (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO or other types of investors that are permitted or approved by the relevant governmental or regulatory authorities, exchanges and/or clearing systems to trade ChiNext Shares through the China Connect Service.

“**Exchange**” means, in respect of a Reference Underlying, the stock exchange or quotation system so specified in the applicable Final Terms or such other stock exchange or quotation system on which such Reference Underlying is, in the determination of the Calculation Agent, traded or quoted as the Calculation Agent may (in its absolute discretion) select and notify to Securityholders in accordance with Condition 10 (*Notices*) or (in any such case) any transferee or successor exchange or quotation system.

“**Exchange Business Day**” means, in respect of a Reference Underlying, any Scheduled Trading Day (i) on which each Exchange and each Related Exchange in respect of such Reference Underlying are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) if “China Connect” is specified in relation to that Reference Underlying in the relevant Final Terms, which is a China Connect Business Day.

“**Final Closing Price**” means the Closing Price as determined by the Calculation Agent on the Valuation Date.

“**Final Redemption Amount**” means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 6 (*Taxation and Costs*) and this Schedule, in respect of a redemption pursuant to Condition 5(b) (*Redemption at maturity*) only, in respect of each Security:

- (a) **Participation Securities – Single Reference Underlying:** if “Participation Securities” is specified as the “Final Redemption Amount/Method of calculation” in the Final Terms and the Securities are not linked to a Basket:

- (i) if the Reference Underlyings have not been converted into a Converted Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

$$\text{Reference Price of the Reference Underlyings} \times \text{Number of Reference Underlyings}$$

- (ii) if some or all of the Reference Underlyings have been converted into a Converted Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

$$[(\text{Reference Price of the Converted Reference Underlyings} - \text{Conversion Costs}) \times \text{Number of Converted Reference Underlyings}] + [\text{Reference Price of the Unconverted Reference Underlyings} \times \text{Number of Unconverted Reference Underlyings}]$$

- (b) **Participation Securities – Basket:** if “Participation Securities” is specified as the “Final Redemption Amount/Method of calculation” in the Final Terms and the Securities are linked to a Basket:

- (i) if no Basket Component Reference Underlying has been converted into a Converted Basket Component Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Basket Component Price for each Basket Component in the Basket, where for this purpose the “Basket Component Price” for each such Basket Component is determined by the Calculation Agent in accordance with the following formula:

$$\text{Reference Price of the Basket Component Reference Underlying} \times \text{Number of Basket Component Reference Underlyings}$$

- (ii) if some or all of the Basket Component Reference Underlyings has been converted into a Converted Basket Component Reference Underlying, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Basket Component Price for each Basket Component in the Basket, where for this purpose the “Basket Component Price” for each such Basket Component is determined by the Calculation Agent in accordance with the following formula, subject to a minimum of zero:

$$[(\text{Reference Price of the Converted Basket Component Reference Underlyings} - \text{Conversion Costs}) \times \text{Number of Converted Basket Component Reference Underlyings}] + [\text{Reference Price of the Unconverted Basket Component Reference Underlyings} \times \text{Number of Unconverted Basket Component Reference Underlyings}]$$

- (c) **Outperformance Securities – Single Reference Underlying:** if “Outperformance Securities” is specified as the “Final Redemption Amount/Method of calculation” in the Final Terms and the Securities are not linked to a Basket, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

$$[(\text{Final Closing Price} - \text{Initial Closing Price}) \times \text{Number of Reference Underlyings}] + \text{sum of Daily Outperformance for the period from (and including) the Trade Date to (and including) the Valuation Date}$$

Where:

**“Daily Outperformance”** means, on any day, an amount determined by the Calculation Agent in accordance with the following formula:  $(\text{Number of Reference Underlyings} \times \text{Closing Price}) \times \text{Outperformance Factor} / 365$

- (d) **Outperformance Securities – Basket:** if “Outperformance Securities” is specified as the “Final Redemption Amount/Method of calculation” in the Final Terms and the Securities are linked to a Basket, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Basket Component Price for each Basket Component in the Basket, where for this purpose the “Basket Component Price” for each such Basket Component is determined by the Calculation Agent in accordance with the following formula:

$$[(\text{Final Closing Price} - \text{Initial Closing Price}) \times \text{Number of Basket Component Reference Underlyings}] + \text{sum of Daily Outperformance for the period from (and including) the Trade Date to (and including) the Valuation Date}$$

Where:

**“Daily Outperformance”** means, on any day, an amount determined by the Calculation Agent in accordance with the following formula:

$$[(\text{Number of Basket Component Reference Underlyings} \times \text{Closing Price}) \times \text{Outperformance Factor}] / 365$$

- (e) such other amount as specified in the applicable Final Terms (which may be an amount no less than the nominal amount of such Security).

The Final Redemption Amount shall be subject to a minimum of zero.

**“GDRs”** means (a) in respect of Securities not linked to a Basket, the global depository receipts specified in the Final Terms and (b) in respect of Securities linked to a Basket and in respect of each Basket Component, the global depository receipts specified in the Final Terms in respect of such Basket Component.

**“HKSCC”** means the Hong Kong Securities Clearing Company Limited.

**“Initial Closing Price”** means the Closing Price as determined by the Calculation Agent on the Trade Date.

**“Market Disruption Event”** means, in respect of a Reference Underlying, any of the following:

- (a) the occurrence or existence on any Scheduled Trading Day of any suspension of or limitation imposed on trading (i) by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise, or (ii) in futures or options contracts relating to such Reference Underlying, which, in either case, the Calculation Agent determines is material;
- (b) the occurrence or existence on any Scheduled Trading Day of any event (other than an event described in sub-paragraph (c) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, a Reference Underlying on the relevant Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options relating to such Reference Underlying on any relevant Related Exchange, which, in either case, the Calculation Agent determines is material;
- (c) the closure on any Exchange Business Day of any relevant Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange on such Exchange

Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or

- (d) the inability of the Issuer or any of its Affiliates to unwind its hedge or related trading position relating to the Securities, due to illiquidity, which the Calculation Agent determines is material; and/or

if “China Connect” is specified in relation to that Reference Underlying in the relevant Final Terms:

- (1) a China Connect Disruption which the Calculation Agent determines is material; or
- (2) a China Connect Early Closure.

**“Number of Basket Component Reference Underlyings”** means, in respect of a Basket Component and each Security, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*) and this Schedule, the number of Basket Component Reference Underlyings specified in the applicable Final Terms.

**“Number of Reference Underlyings”** means, in respect of each Security, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*) and this Schedule, the number of Reference Underlyings specified in the applicable Final Terms.

**“Outperformance Factor”** means the percentage specified as such in the applicable Final Terms.

**“Reference Entity”** means:

- (a) in respect of Securities not linked to a Basket, the reference entity to which the Reference Underlying relates as specified in the applicable Final Terms; and
- (b) in respect of Securities linked to a Basket and in respect of each Basket Component, the reference entity to which such Basket Component relates as specified in the applicable Final Terms.

**“Reference Price”** means:

- (a) if “Reference Price – Execution Price” is specified as applicable in the Final Terms, in relation to a Valuation Period and a Reference Underlying, subject to this Schedule and at the option of the Calculation Agent, the Calculation Agent’s good faith determination of the volume weighted average price of one Reference Underlying (net of Costs (as defined in Condition 6 (*Taxation and Costs*))) which the relevant Hedge Provider obtains (or which could have been obtained if it held the relevant Reference Underlyings (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge), on a best efforts basis, in selling or otherwise realising such Reference Underlying (or assets constituted thereby) or unwinding any relevant Hedging Arrangements (which will include any compensation or payment received by the Hedge Provider (or which would be so received by the Hedge Provider if it held the relevant Reference Underlyings (or assets constituted thereby) or pursuant to any Hedging Arrangement on a theoretical hedge) for or in lieu of such Reference Underlying or for unwinding any relevant Hedging Arrangements) held directly or indirectly by the Hedge Provider to hedge the Issuer’s obligations in respect of the Securities during the relevant Valuation Period converted into the Specified Currency by the Calculation Agent using the Exchange Rate prevailing with respect to the settlement date(s) of such Reference Underlying or Hedging Arrangements sold, unwound or otherwise realised by the Hedge Provider on a theoretical hedge or such other factors as the Calculation Agent shall determine;

- (b) if “Reference Price – VWAP” is specified as applicable in the Final Terms, in relation to a Valuation Period and a Reference Underlying, the Calculation Agent’s good faith determination of the average of the volume weighted average prices of one Reference Underlying as reported by the relevant Exchange on each Scheduled Trading Day during the Valuation Period, converted into the Specified Currency by the Calculation Agent using the prevailing Exchange Rate at such time as determined by the Calculation Agent; or
- (c) if “Reference Price – Closing Price” is specified as applicable in the Final Terms, in relation to a Valuation Period and a Reference Underlying, the Calculation Agent’s good faith determination of the arithmetic mean of the price of one Reference Underlying quoted on the relevant Exchange as at the Valuation Time on each Scheduled Trading Day during the Valuation Period, converted into the Specified Currency by the Calculation Agent using the prevailing Exchange Rate at such time as determined by the Calculation Agent.

If in the applicable Final Terms none of “Reference Price – Execution Price”, “Reference Price – VWAP” or “Reference Price – Closing Price” is specified to be applicable, then it shall be deemed that “Reference Price – Execution Price” will apply.

**“Reference Underlying”** means:

- (a) in respect of Securities not linked to a Basket, the share, warrant, convertible bond or exchange-traded fund unit that is specified in the applicable Final Terms; or
- (b) in respect of Securities linked to a Basket, each Basket Component Reference Underlying.

**“Reference Underlying Jurisdiction”** means:

- (a) in respect of Securities not linked to a Basket, the jurisdiction(s) to which the Reference Underlying relates as specified in the applicable Final Terms, provided that if none is specified, the Reference Underlying Jurisdiction is the jurisdiction in which the Reference Entity is incorporated and the jurisdiction of which any Intermediate Currency is the lawful currency; and
- (b) in respect of Securities linked to a Basket and in respect of each Basket Component, the jurisdiction(s) specified in the applicable Final Terms for such Basket Component, provided that if none is specified, the Reference Underlying Jurisdiction for such Basket Components is the jurisdiction in which the relevant Reference Entity is incorporated and the jurisdiction of which any relevant Intermediate Currency is the lawful currency.

**“Related Exchange(s)”** means, in respect of a Reference Underlying, the exchange(s) or quotation system(s), if any, as specified in the applicable Final Terms, or such other options or futures exchange(s) or quotation system(s) as the Calculation Agent may, in its absolute discretion, select and notify to Securityholders in accordance with Condition 10 (*Notices*) or, in any such case, any transferee or successor exchange or quotation system, provided however, that where “All Exchanges” is specified as the related exchange in the applicable Final Terms, **“Related Exchange”** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Reference Underlying.

**“Scheduled Closing Time”** means, in respect of an Exchange, Related Exchange or, if “China Connect” is specified in relation to a Reference Underlying in the relevant Final Terms, the China Connect Service, and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange, Related Exchange or the China Connect Service on such Scheduled Trading Day, without regard (in the case of any Exchange or Related Exchange) to after hours or any other trading outside the regular trading session hours or (in the case

of the China Connect Service) any after hours or any other order-routing outside of the regular order-routing session hours.

**“Scheduled Trading Day”** means, in respect of a Reference Underlying, any day (i) on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions and (ii) if “China Connect” is specified in relation to that Reference Underlying in the relevant Final Terms, the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions.

**“SEHK”** means The Stock Exchange of Hong Kong Limited.

**“STAR Market”** means the Science and Technology Innovation Board (operated by the Shanghai Stock Exchange) of the Shanghai Stock Exchange.

**“STAR Shares”** means securities listed and traded on the STAR Market which may be traded by Hong Kong and overseas investors under the China Connect Service.

**“Unconverted Basket Component Reference Underlying”** means, in respect of any Basket Component Reference Underlying that may be subject to a conversion, any Basket Component Reference Underlying that has not been converted.

**“Unconverted Reference Underlying”** means, in respect of any Reference Underlying that may be subject to a conversion, any Reference Underlying that has not been converted.

**“Valuation Period”** means the period comprising the five consecutive Business Days in the Determination City starting on (and including) the Valuation Date or as specified in the applicable Final Terms.

**“Valuation Time”** means the Scheduled Closing Time on the relevant Exchange in relation to such Reference Underlying or such other time as the Calculation Agent may determine in its absolute discretion and notify to Securityholders in accordance with Condition 10 (*Notices*). If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation time shall be such actual closing time.

## 2. PARTIAL EARLY REDEMPTION OF SECURITIES LINKED TO A BASKET

In respect of Securities linked to a Basket only, if an Early Redemption Event has occurred and the Calculation Agent determines in its absolute discretion that not all Basket Components are affected by such Early Redemption Event, the Issuer may elect to partially redeem the Securities in accordance with this paragraph notwithstanding any other provisions in the Conditions to the contrary.

If the Issuer elects to redeem the Securities in part, on the Early Redemption Date the Issuer shall, in respect of Securities that are issued with a nominal amount, redeem a nominal amount of each Security equal to the proportion of the total nominal amount of such Security which is the proportion of the Affected Basket Component(s) to the aggregate of all Basket Components (as determined by the Issuer in its sole discretion) at an amount equal to the Early Redemption Amount, which would be determined in accordance with the terms of the Securities if the Basket in respect of each Security comprised solely the Reference Underlyings in the Affected Basket Component.

Following such partial redemption, the Calculation Agent shall make any adjustment to the terms and conditions of the Securities as the Calculation Agent determines in its discretion appropriate to account for such partial redemption.

For the purpose of this paragraph 2, **“Affected Basket Component(s)”** means the Basket Component(s) which comprise(s) the relevant Basket Component Reference Underlying(s) affected by the relevant Early Redemption Event as determined by the Calculation Agent.

Notice of such partial redemption shall be given to the Securityholders in accordance with Condition 10 (*Notices*). For the avoidance of doubt, the Early Redemption Event does not have to be continuing on the Early Redemption Date.

### 3. POTENTIAL ADJUSTMENT EVENT

Following the declaration by a Reference Entity of the terms of any Potential Adjustment Event, the Calculation Agent will, acting in good faith, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Reference Underlyings and, if so, will take any one or more of the following actions:

- (a) calculate and make the corresponding adjustment, if any, to be made to the Number of Reference Underlyings, Number of Basket Component Reference Underlyings and/or any of the other terms of these Terms and Conditions as the Calculation Agent acting in good faith determines appropriate to account for that diluting or concentrative effect; and/or
- (b) distribute further Securities to Securityholders on a *pro rata* basis provided that such further Securities may be either (i) Securities of the same Series or of a different Series held by the Issuer or an Affiliate, (ii) further Securities of the same Series issued in accordance with Condition 12 (*Further Issues*) or (iii) Securities of a different Series issued by the Issuer, as determined by the Calculation Agent; and/or
- (c) determine in its absolute discretion the cash value per Security in the Specified Currency of such Potential Adjustment Event (taking into consideration any adjustment or distribution to be made in accordance with paragraphs (a) and/or (b) above and including, without limitation, a cash amount payable to reflect the rounding of amounts in connection with the distribution of Securities in paragraph (b) above) (the “**Potential Adjustment Event Distribution Amount**”) and will pay in respect of each Security an amount equal to such Potential Adjustment Event Distribution Amount as a Distribution Payment Amount,

and in each case, determine the effective date of that adjustment.

The Calculation Agent may (but need not) in its absolute discretion determine the appropriate adjustments by reference to (i) the adjustment(s) in respect of such Potential Adjustment Event made by any relevant Related Exchange to listed contracts on such Reference Underlyings traded on such Related Exchange or (ii) if “China Connect” is specified in relation to any Reference Underlying(s) in the relevant Final Terms, any requirement, adjustment and/or limitation that may be imposed by the China Connect Service or any action or inaction by any one or more of the Exchange, SEHK, CSDCC and HKSCC in relation to such Potential Adjustment Event in respect of relevant Reference Underlying(s) held through the China Connect Service. For the avoidance of doubt, in respect of a Potential Adjustment Event the Calculation Agent may make any one or any combination of more than one adjustment(s), distribution(s) and/or payment(s) in accordance with paragraphs (a), (b) and/or (c) above as it determines to be appropriate in its absolute discretion in respect of such Potential Adjustment Event, provided that such adjustment(s), distribution(s) and/or payment(s) (as applicable) shall represent the entirety of the consequences of such Potential Adjustment Event and no such further payments or distributions shall be made in respect of such Potential Adjustment Event whether on the Maturity Date or otherwise.

Any adjustment to the terms of the Security following a Potential Adjustment Event shall take into account the economic cost of any taxes, duties, levies, fees or registrations payable by or on behalf of holders of the relevant Reference Underlyings charged on subscription, acquisition or receipt of such Reference Underlyings or Further Reference Underlyings received as a result of the Potential Adjustment Event, such calculations to be determined and carried out by the Calculation Agent.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as reasonably practicable to the Securityholders in accordance with Condition 10 (*Notices*), stating the adjustment to the Reference Underlyings and/or the Securities and/or any of the other terms of these Terms and Conditions and giving brief details of the Potential Adjustment Event.

For the purposes of this Schedule, “**Potential Adjustment Event**” means, in relation to any Reference Underlyings and the related Reference Entity, any of the following:

- (i) a subdivision, consolidation or reclassification of such Reference Underlyings (unless a Merger Event) or a free distribution or dividend of any such Reference Underlyings to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution or dividend to existing holders of such Reference Underlyings of (A) Reference Underlyings; (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the relevant Reference Entity equally or proportionately with such payments to holders of such Reference Underlyings; (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by such Reference Entity as a result of a spin-off or other similar transaction; or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent (together with any Reference Underlyings received under sub-paragraph (i) of this definition, the “**Further Reference Underlyings**”);
- (iii) an extraordinary dividend;
- (iv) a call in respect of such Reference Underlyings that are not fully paid;
- (v) a repurchase or redemption by the relevant Reference Entity of such Reference Underlyings whether out of profits or capital and whether the consideration for such repurchase or redemption is cash, securities or otherwise;
- (vi) an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the relevant Reference Entity pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event that may, in the opinion of the Calculation Agent, have a diluting or concentrative effect on the theoretical value of such Reference Underlyings.

#### 4. **EXTRAORDINARY EVENTS**

If a Merger Event, Tender Offer, Nationalisation, Insolvency, Delisting or Additional Disruption Event occurs in relation to any Reference Underlyings or Reference Entity, as the case may be, or an Adviser Resignation Event, Fund Modification, Strategy Breach, Regulatory Action or Reporting Disruption occurs in relation to any Reference Underlying that is an exchange-traded fund unit (each, an “**Extraordinary Event**”), the Calculation Agent acting in good faith may take the action described in (a) or (b) below:

- (a) determine in good faith the appropriate adjustment, if any, to be made to the Number of Reference Underlyings, the Number of Basket Component Reference Underlyings and/or any of the other terms of these Terms and Conditions to account for the Extraordinary Event, and determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to (i) the adjustment in respect of the



Extraordinary Event made by the exchange(s) or quotation system(s) as the Calculation Agent acting in good faith shall select (the “**Options Exchange**”) to options on such Reference Underlyings traded on that options exchange; (ii) if options on such Reference Underlyings are not traded on the Options Exchange, the rules and precedents (if any) set by the Options Exchange to account for the Extraordinary Event that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; and/or (iii) if “China Connect” is specified in relation to any such Reference Underlying(s) in the relevant Final Terms, take into account any requirement, adjustment and/or limitation that may be imposed by the China Connect Service or any action or inaction by any one or more of the Exchange, SEHK, CSDCC and HKSCC in relation to such Extraordinary Event in respect of any such Reference Underlying(s) held through the China Connect Service.

- (b) if the Calculation Agent determines that no adjustment that it could make under (a) will produce a commercially reasonable result, notify the Securityholders in accordance with Condition 10 (*Notices*) that the relevant consequence shall be the redemption of the Securities in which case the Issuer shall redeem the Securities in whole or in part on the Early Redemption Date at their Early Redemption Amount.

Upon the occurrence of an Extraordinary Event, the Calculation Agent shall give notice as soon as reasonably practicable to the Securityholders in accordance with Condition 10 (*Notices*) stating the occurrence of such Extraordinary Event, giving details thereof and the action proposed to be taken in relation thereto. However, Securityholders should be aware that there may be necessarily some delay between the time at which any one of the above events occurs and the time at which it is reported to Securityholders.

For the purposes of this Schedule:

“**Additional Disruption Event**” means a Change of Law, a China Connect Share Disqualification, a China Connect Service Termination, a GDR Termination Event, an Increased Cost of Hedging or an Insolvency Filing, as specified to be applicable in the Final Terms;

“**Adviser Resignation Event**” means, in respect of a Reference Underlying that is an exchange-traded fund unit, the resignation, termination or replacement of the Fund Adviser or the resignation, termination, death or replacement of any key person (as determined by the Issuer) appointed by the Fund Adviser;

“**Change of Law**” means that, on or after the Issue Date of the relevant Securities (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that (i) it has become illegal for the Issuer or a Hedge Provider to hold, acquire or dispose of any Reference Underlyings or hedge position relating to such Securities, or (ii) it will incur a materially increased cost in performing its obligations under such Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

“**China Connect Service Termination**” means, on or after the Trade Date, the announcement by one or more of the Exchange, SEHK, the CSDCC, HKSCC or any regulatory authority with competent jurisdiction of a suspension or termination of the China Connect Service or a part thereof for any reason which materially affects the routing of orders in respect of, or holding of, any Reference Underlying(s) in respect of which “China Connect” is specified in the relevant Final Terms through the China Connect Service and the Calculation Agent determines that there is reasonable likelihood that such suspension or termination is not, or will not be, temporary;

**“China Connect Share Disqualification”** means, on or after the Trade Date, any Reference Underlying(s) in respect of which “China Connect” is specified in the relevant Final Terms cease to be accepted as “China Connect Securities” (as defined in the rules of the exchange of SEHK) for the purpose of the China Connect Service;

**“Delisting”** means the relevant Exchange announces that pursuant to the rules of such Exchange, the Reference Underlyings cease (or will cease) to be listed, traded or publicly quoted on the relevant Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as such Exchange (or, where such Exchange is within the European Union, in any member state of the European Union) and such Reference Underlyings are no longer listed on an Exchange acceptable to the Issuer;

**“Fund Adviser”** means, in relation to a Reference Underlying that is an exchange-traded fund unit, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser) for the Reference Entity;

**“Fund Modification”** means, in respect of a Reference Underlying that is an exchange-traded fund unit, any change or modification of the constitutive and governing documents, subscription agreements or other agreements (each as amended from time to time) of the Reference Entity that could reasonably be expected to affect the value of the Reference Underlying or the rights or remedies of any investors in the Reference Underlying (in each case, as determined by the Issuer) from those prevailing on the Trade Date;

**“GDR Termination Event”** means (a) in the case of Securities not linked to a Basket and in the case of the Reference Underlyings comprising GDRs, the termination of the GDR programme of the Reference Entity and the liquidation of the GDRs prior to the Maturity Date of the Securities without the GDRs being converted into related shares of the Reference Entity, as determined by the Calculation Agent or (b) in the case of Securities linked to a Basket and in the case of Basket Component Reference Underlyings comprising GDRs, the termination of the relevant GDR programme of the relevant Reference Entity and the liquidation of the relevant GDRs prior to the Maturity Date of the Securities without the relevant GDRs being converted into related shares of the Reference Entity, as determined by the Calculation Agent;

**“Increased Cost of Hedging”** means that, in respect of the relevant Securities, any Hedge Provider would incur a materially increased (as compared with circumstances existing on the Trade Date of such Securities) amount of tax, duty expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of the Issuer entering into and performing its obligations with respect to such Securities, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Hedge Provider shall not be deemed an Increased Cost of Hedging;

**“Insolvency”** means that at any time, by reason of the voluntary or involuntary liquidation, winding-up, dissolution, bankruptcy or any analogous proceedings affecting any Reference Entity (a) all the Reference Underlyings of such Reference Entity are required to be transferred to a trustee, liquidator or other similar official or (b) holders of such Reference Underlyings become legally prohibited from transferring them;

**“Insolvency Filing”** means, in respect of a Reference Underlying, that the Calculation Agent determines that the relevant Reference Entity has instituted, or has had instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by

it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the relevant Reference Entity shall not be an Insolvency Filing;

**“Merger Date”** means, in respect of a Merger Event of a Reference Entity, the closing date of such Merger Event or, where the Calculation Agent determines that a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent;

**“Merger Event”** means, in relation to a Reference Underlying, any (a) reclassification or change of such Reference Underlying that results in a transfer of or an irrevocable commitment to transfer all such outstanding Reference Underlyings, to another entity or person; (b) consolidation, amalgamation, merger or binding share exchange of the relevant Reference Entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Reference Entity is the continuing entity and which does not result in any such reclassification or change of all such outstanding Reference Underlyings); (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Reference Underlyings of the relevant Reference Entity that results in a transfer of or an irrevocable commitment to transfer all such Reference Underlyings (other than such Reference Underlyings owned or controlled by such other entity or person); or (d) consolidation, amalgamation, merger or binding share exchange of the relevant Reference Entity or its subsidiaries with or into another entity in which such Reference Entity is the continuing entity and which does not result in a reclassification or change of all such Reference Underlyings outstanding but results in the outstanding Reference Underlyings (other than Reference Underlyings owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Reference Underlyings immediately following such event, in each case if the Merger Date is on or before the Valuation Date;

**“Nationalisation”** means, in respect of a Reference Underlying, that all of such Reference Underlyings or all the assets or substantially all the assets of the relevant Reference Entity are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

**“Regulatory Action”** means, in respect of a Reference Underlying that is an exchange-traded fund unit, (a) the cancellation, suspension or revocation of the registration or approval of the Reference Entity by any governmental, legal or regulatory entity with authority over the Reference Entity; (b) any change in the legal, tax, accounting or regulatory treatment of the Reference Entity that is reasonably likely to have an adverse impact on the value of the Reference Underlying or any investor therein; or (c) the Reference Entity or a Fund Adviser or any fund administrator, manager, trustee or similar person with primary responsibilities for the Reference Entity (a **“Fund Administrator”**) becomes subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of the Reference Entity, a Fund Adviser or a Fund Administrator;

**“Reporting Disruption”** means, in respect of a Reference Underlying that is an exchange-traded fund unit, (i) occurrence of any event affecting such Reference Underlying that, in the determination of the Issuer, would make it impossible or impracticable for the Issuer to determine the value of such Reference Underlying, and such event continues for at least five Business Days; (ii) any failure of the related Reference Entity to deliver, or cause to be delivered, (A) information that such Reference Entity has agreed to deliver, or cause to be delivered, to the Issuer or (B) information that has been previously delivered to the Issuer in accordance with such Reference Entity’s, or its authorized representatives’, normal practice and that the Issuer deems necessary for it to monitor such Reference Entity’s compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Reference Entity;

**“Strategy Breach”** means, in respect of a Reference Underlying that is an exchange-traded fund unit, any breach or violation of any strategy or investment guidelines stated in the constitutive and governing documents, subscription agreements or other agreements (each as amended from time to time) of the Reference Entity that is reasonably likely to affect the value of the Reference Underlying or the rights or remedies of any investors in the Reference Underlying; and

**“Tender Offer”** means, in respect of a Reference Underlying, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, more than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the relevant Reference Entity, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems in its determination relevant.

## 5. CONSEQUENTIAL ADJUSTMENTS FOLLOWING A MATERIAL CHANGE

On or prior to the Maturity Date, if in the opinion of the Calculation Agent, the relevant Reference Entity makes a material change (a **“Material Change”**) to the terms of a Reference Underlying, then the Issuer may require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any of the Reference Price, the Number of Reference Underlyings, the Number of Basket Component Reference Underlyings and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for such change and determine the effective date of that adjustment. Upon making any such adjustment, the Calculation Agent shall give notice as soon as reasonably practicable to the Securityholders in accordance with Condition 10 (*Notices*), stating the adjustment to the Reference Price, the Number of Reference Underlyings, the Number of Basket Component Reference Underlyings and/or the terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the event.

## **SCHEDULE 2**

### **PROVISIONS RELATING TO INDEX LINKED SECURITIES**

This Schedule shall apply to each Security in respect of which “Index” or “Index Basket” is specified under “Type of Reference Underlying” in the applicable Final Terms.

For the avoidance of doubt, defined terms used in this Schedule shall only apply in respect of Index Linked Securities.

#### **1. DEFINITIONS**

“**Affected Index Basket Component(s)**” has the meaning given in paragraph 2 in this Schedule.

“**China Connect Business Day**” means any Scheduled Trading Day on which the China Connect Service is open for order-routing during its regular order-routing sessions, notwithstanding the China Connect Service closing prior to its Scheduled Closing Time.

“**China Connect Disruption**” means (i) any suspension of or limitation imposed on routing of orders (including in respect of buy orders only, sell orders only or both buy and sell orders) through the China Connect Service, relating to (in the case of a Multi-Exchange Index) any security comprised in the Reference Underlying or (in the case of any other Reference Underlying) securities that comprise 20 per cent. or more of the level of the Reference Underlying or (ii) any event (other than a China Connect Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of the market participants in general to enter orders in respect of (in the case of a Multi-Exchange Index) any security comprised in the Reference Underlying or (in the case of any other Reference Underlying) securities that comprise 20 per cent. or more of the level of the Reference Underlying through the China Connect Service.

“**China Connect Early Closure**” means the closure on any China Connect Business Day of the China Connect Service, relating to (in the case of a Multi-Exchange Index) any security comprised in the Reference Underlying or (in the case of any other Reference Underlying) securities that comprise 20 per cent. or more of the level of the Reference Underlying, prior to its Scheduled Closing Time unless such earlier closing time is announced by SEHK or the Exchange, as the case may be, at least one hour prior to the earlier of (i) the actual closing time for order-routing through the China Connect Service on such China Connect Business Day and (ii) the submission deadline for orders to be entered into the China Connect Service system for execution on the Exchange at the Valuation Time on such China Connect Business Day.

“**China Connect Service**” means the securities trading and clearing links programme under which (i) SEHK and/or its affiliates provides order-routing and other related services for certain eligible securities traded on the Exchange and (ii) CSDCC and HKSCC provides clearing, settlement, depository and related services in relation to such securities.

“**ChiNext Board**” means the ChiNext board (operated by the Shenzhen Stock Exchange) of the Shenzhen Stock Exchange.

“**ChiNext Shares**” means securities listed and traded on the ChiNext Board which may be traded by Hong Kong and overseas investors under the China Connect Service.

“**CSDCC**” means China Securities Depository and Clearing Corporation Limited.

“**Disrupted Day**” means:

- (a) if the Securities are not linked to an Index Basket, in respect of the Reference Underlying, any Scheduled Trading Day on which (i) the Sponsor fails to publish the level of the Reference Underlying or the Exchange fails to open for trading during its regular trading session, ii) any

Related Exchange fails to open for trading during its regular trading session, (iii) if “China Connect” is specified in relation to the Reference Underlying in the relevant Final Terms, the China Connect Service fails to open for order-routing during its regular order-routing session or (iv) a Market Disruption Event has occurred.

- (b) if the Securities are linked to an Index Basket, any Scheduled Trading Day on which (i) in respect of any one or more Reference Underlying(s) (A) the relevant Sponsor fails to publish the level of such Reference Underlying or the Exchange fails to open for trading during its regular trading session, (B) any Related Exchange fails to open for trading during its regular trading session, (C) if “China Connect” is specified in relation to such Reference Underlying in the relevant Final Terms, the China Connect Service fails to open for order-routing during its regular order-routing session or (D) a Market Disruption Event has occurred AND (ii) the Reference Underlying(s) so affected by such events comprise 20 per cent. or more of the level of the Index Basket (taking into account the Weightings) as determined by the Calculation Agent on such Scheduled Trading Day.

**“Early Redemption Amount”** means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 6 (*Taxation and Costs*) and this Schedule, in respect of a redemption pursuant to Condition 5(c) (*Redemption for tax reasons*), Condition 5(d) (*Redemption following a Reference Rate Event*), Condition 5(e) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(f) (*Redemption at the option of the Securityholders (Investor Put)*) only, in respect of each Security:

- (a) **Participation Securities – Single Index:** if “Participation Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to a Single Index)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

Reference Level x Index Currency Amount

- (b) **Participation Securities – Index Basket:** if “Participation Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to an Index Basket)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Index Basket Component Prices for all Index Basket Components in the Index Basket where “Index Basket Component Price” for each such Index Basket Component is determined by the Calculation Agent in accordance with the following formula:

Reference Level x Index Currency Amount x Weighting

- (c) **Outperformance Securities – Single Index:** if “Outperformance Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to a Single Index)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent in accordance with the following formula:

(Reference Level x Index Currency Amount + [Reference Level x Index Currency Amount x Outperformance Factor x (D/365)]) x ([100 – Break Fee Percentage]/100)

- (d) **Outperformance Securities – Index Basket:** if “Outperformance Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to an Index Basket)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Index Basket Component Prices for all Index Basket Components in the Index Basket where “Index

Basket Component Price” for each such Index Basket Component is determined by the Calculation Agent in accordance with the following formula:

$(\text{Reference Level} \times \text{Index Currency Amount} + [\text{Reference Level} \times \text{Index Currency Amount} \times \text{Outperformance Factor} \times (D/365)]) \times ([100 - \text{Break Fee Percentage}]/100) \times \text{Weighting}$

(e) such other amount as specified in the applicable Final Terms.

The Early Redemption Amount shall be subject to a minimum of zero.

For the purpose of this definition,

“**Break Fee Percentage**” means the percentage specified as such in the applicable Final Terms;

“**D**” means the number of calendar days from (and including) the Issue Date to (and excluding) the Early Redemption Date; and

“**Outperformance Factor**” means the percentage specified as such in the applicable Final Terms, provided that if D is 30 or less, the Outperformance Factor shall be zero.

“**Eligible Investor**” means a “professional investor” within the meaning of paragraph (a), (b), (c), (d), (e), (f), (g), (h) or (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO or other types of investors that are permitted or approved by the relevant governmental or regulatory authorities, exchanges and/or clearing systems to trade ChiNext Shares through the China Connect Service.

“**Exchange**” means, in respect of any securities comprised in any Reference Underlying, the stock exchange(s) or quotation system(s) (from time to time) on which, in the determination of the Sponsor for the purposes of that Reference Underlying, such securities are listed.

“**Exchange Business Day**” means, in respect of the Reference Underlying, any Scheduled Trading Day (i) on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) if “China Connect” is specified in relation to that Reference Underlying in the relevant Final Terms, which is a China Connect Business Day.

“**Final Redemption Amount**” means, subject to Condition 5(g) (*Redemption Disruption Events and Cut-off Date*), Condition 5(h) (*Hedging Disruption Event and Jurisdictional Event*), Condition 6 (*Taxation and Costs*) and this Schedule, in respect of a redemption pursuant to Condition 5(b) (*Redemption at maturity*) only, in respect of each Security:

- (a) **Participation Securities – Single Index:** if “Participation Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to a Single Index)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as follows:

Reference Level x Index Currency Amount

- (b) **Participation Securities – Index Basket:** if “Participation Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to an Index Basket)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Index Basket Component Price for all Index Basket Components in the Index Basket, where for this purpose the “Index Basket Component Price” for each Index Basket Component is determined by the Calculation Agent in accordance with the following formula:

Reference Level x Index Currency Amount x Weighting

- (c) **Outperformance Securities – Single Index:** if “Outperformance Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to a Single Index)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as follows:

$$\text{Reference Level} \times \text{Index Currency Amount} + [\text{Reference Level} \times \text{Index Currency Amount} \times \text{Outperformance Factor} \times (C/365)]$$

- (d) **Outperformance Securities – Index Basket:** if “Outperformance Securities” and “Provisions Relating to Index Linked Securities (for Securities linked to an Index Basket)” are each specified as applicable in the Final Terms, an amount in the Specified Currency (rounded down to the nearest Unit) determined by the Calculation Agent as being equal to the sum of the Index Basket Component Prices for all Index Basket Components in the Index Basket, where for this purpose the “Index Basket Component Price” for each Index Basket Component is determined by the Calculation Agent in accordance with the following formula:

$$\text{Reference Level} \times \text{Index Currency Amount} + [\text{Reference Level} \times \text{Index Currency Amount} \times \text{Outperformance Factor} \times (C/365)] \times \text{Weighting}$$

- (e) such other amount as specified in the applicable Final Terms (which may be an amount no less than the nominal amount of such Security).

The Final Redemption Amount shall be subject to a minimum of zero.

For the purpose of this definition,

“C” means the number of calendar days from (and including) the Issue Date to (and excluding) the Maturity Date; and

“**Outperformance Factor**” means the percentage specified as such in the applicable Final Terms.

“**HKSCC**” means the Hong Kong Securities Clearing Company Limited.

“**Index**” means an index.

“**Index Basket**” means a basket composed of two or more Indices each assigned a Weighting, and in respect of which the sum of all Weightings is 100%.

“**Index Basket Component**” means, in respect of Securities that are linked to an Index Basket, each Index comprising the Index Basket.

“**Index Currency Amount**” has the meaning given to it in the applicable Final Terms.

“**Market Disruption Event**” means, in respect of any Reference Underlying, any of the following:

- (a) the occurrence or existence on any Scheduled Trading Day of any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) on any relevant Exchange(s) relating to (in the case of a Multi-Exchange Index) any security comprised in the Reference Underlying or (in the case of any other Reference Underlying) securities that comprise 20 per cent. or more of the level of the Reference Underlying, or (ii) in futures or options contracts relating to the relevant Reference Underlying on any relevant Related Exchange, which, in either case, the Calculation Agent determines is material;
- (b) the occurrence or existence on any Scheduled Trading Day of any event (other than an event described in sub-paragraph (c) below) that disrupts or impairs (as determined by the



Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, (in the case of a Multi-Exchange Index) any security comprised in the Reference Underlying on any relevant Exchange or (in the case of any other Reference Underlying) securities that comprise 20 per cent. or more of the level of the Reference Underlying on any relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options relating to the relevant Reference Underlying on any relevant Related Exchange, which, in either case, the Calculation Agent determines is material;

- (c) the closure on any Exchange Business Day of any relevant Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or
- (d) the inability of the Issuer or any of its Affiliates to unwind its hedge or related trading position relating to the Securities, due to illiquidity, which the Calculation Agent determines is material; and/or

if “China Connect” is specified in relation to that Reference Underlying in the relevant Final Terms:

- (1) a China Connect Disruption which the Calculation Agent determines is material; or
- (2) a China Connect Early Closure,

provided that in all cases, in the case of a Multi-Exchange Index, the securities comprised in the Reference Underlying in respect of which any of the events above occurs or exists amount, in the determination of the Calculation Agent, in aggregate to 20 per cent. or more of the level of the Reference Underlying. For the purpose of determining whether a Market Disruption Event exists at any time in respect of a security included in the relevant Reference Underlying, then the relevant percentage contribution of that security to the level of the relevant Reference Underlying shall be based on a comparison of (A) the portion of the level of the relevant Reference Underlying attributable to that security and (B) the overall level of the relevant Reference Underlying, in each case immediately before the occurrence of such Market Disruption Event, as determined by the Calculation Agent.

**“Multi-Exchange Index”** means any Reference Underlying in respect of which there is more than one Exchange.

**“Reference Level”** means, in relation to a Valuation Period and a Reference Underlying, subject to this Schedule and at the option of the Calculation Agent, the Calculation Agent’s good faith determination of the arithmetic mean of the closing levels of the Reference Underlying (net of Costs (as defined in Condition 6 (*Taxation and Costs*))) which the relevant Hedge Provider obtains (or which could have been obtained by the Hedge Provider if it held the assets constituting the Reference Underlying or pursuant to any Hedging Arrangement on a theoretical hedge), on a best efforts basis, in selling or otherwise realising the assets constituting the Reference Underlying or unwinding any relevant Hedging Arrangements (which will include any compensation or payment received by the Hedge Provider (or which would be so received by the Hedge Provider if it held the assets constituting the Reference Underlying or pursuant to any Hedging Arrangement on a theoretical hedge) for or in lieu of the Reference Underlying or for unwinding any relevant Hedging Arrangements) held directly or indirectly by the Hedge Provider to hedge the Issuer’s obligations in respect of the Securities during the Valuation Period or such other factors as the Calculation Agent shall determine.

**“Reference Underlying”** means:

- (a) in respect of Securities not linked to an Index Basket, the Index as specified in the applicable Final Terms; or
- (b) in respect of Securities linked to an Index Basket, each Index Basket Component as specified in the applicable Final Terms.

**“Reference Underlying Jurisdiction”** means, in respect of any Reference Underlying, the country to which such Reference Underlying relates, as specified in the applicable Final Terms.

**“Related Exchange”** means, in respect of the Reference Underlying, the related exchange(s) or quotation system(s), if any, specified in the applicable Final Terms, or other options or futures exchange(s) or quotation system(s) as the Calculation Agent may, in its absolute discretion, select and notify the Securityholders in accordance with Condition 10 (*Notices*) or, in any such case, any transferee or successor exchange or quotation system, provided, however, that where “All Exchanges” is specified as the related exchange in the applicable Final Terms, **“Related Exchange”** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Reference Underlying.

**“Scheduled Closing Time”** means, in respect of an Exchange, Related Exchange or, if “China Connect” is specified in the relevant Final Terms, the China Connect Service, and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange, Related Exchange or the China Connect Service on such Scheduled Trading Day, without regard (in the case of any Exchange or Related Exchange) to after hours or any other trading outside the regular trading session hours or (in the case of the China Connect Service) any after hours or any other order-routing outside of the regular order-routing session hours.

**“Scheduled Trading Day”** means, (i) in respect of any Reference Underlying other than a Multi-Exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions and (ii) in the case of a Multi-Exchange Index, any day on which the Sponsor publishes the level of the Reference Underlying and each Related Exchange is scheduled to be open for trading for its regular trading sessions and, in the case of either (i) or (ii), if “China Connect” is specified in the relevant Final Terms, the China Connect Service is scheduled to be open for order-routing for its regular order-routing sessions.

**“SEHK”** means The Stock Exchange of Hong Kong Limited.

**“Sponsor”** means, in relation to any Reference Underlying, the corporation or other entity as determined by the Calculation Agent that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Reference Underlying, and (b) announces (directly or through an agent) the level of such Reference Underlying on a regular basis during each Scheduled Trading Day, failing whom such person acceptable to the Calculation Agent who calculates and announces the Reference Underlying or any agent or person acting on behalf of such person.

**“Valuation Period”** means the period comprising the five consecutive Business Days in the Determination City starting on (and including) the Valuation Date or as specified in the applicable Final Terms.

**“Valuation Time”** means the time with reference to which the Sponsor calculates the closing level of such Reference Underlying or, in either such case, such other time as the Calculation Agent may determine in its absolute discretion and notify to Securityholders in accordance with Condition 10 (*Notices*).

**“Weighting”** means, in respect of each Index Basket Component, the percentage figure specified in the Final Terms.

## 2. PARTIAL EARLY REDEMPTION OF SECURITIES LINKED TO AN INDEX BASKET

In respect of Securities linked to an Index Basket only, if an Early Redemption Event has occurred and the Calculation Agent determines in its absolute discretion that not all Index Basket Components are affected by such Early Redemption Event, the Issuer may elect to partially redeem the Securities in accordance with this paragraph notwithstanding any other provisions in the Conditions to the contrary.

If the Issuer elects to redeem the Securities in part, on the Early Redemption Date the Issuer shall, in respect of Securities that are issued with a nominal amount, redeem a nominal amount of each Security equal to the proportion of the total nominal amount of such Security which is the proportion of the Affected Index Basket Component(s) to the aggregate of all Index Basket Components (as determined by the Issuer in its sole discretion) at an amount equal to the Early Redemption Amount, which would be determined in accordance with the terms of the Securities if the Index Basket in respect of each Security comprised solely the Affected Index Basket Component(s).

Following such partial redemption, the Calculation Agent shall make any adjustment to the terms and conditions of the Securities as the Calculation Agent determines in its discretion appropriate to account for such partial redemption.

For the purpose of this paragraph 2, “**Affected Index Basket Component(s)**” means the Index Basket Component(s) which are affected by the relevant Early Redemption Event as determined by the Calculation Agent.

Notice of such partial redemption shall be given to the Securityholders in accordance with Condition 10 (*Notices*). For the avoidance of doubt, the Early Redemption Event does not have to be continuing on the Early Redemption Date.

### 3. INDEX ADJUSTMENT EVENT

- (a) If any Reference Underlying is (i) not calculated and announced by its Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Reference Underlying, then in each case that index (the “**Successor Reference Underlying**”) shall be deemed to be the Reference Underlying.
- (b) If in the determination of the Calculation Agent (i) on or before the Maturity Date or the Early Redemption Date (as the case may be) the Sponsor announces that it will make a material change in the formula for or the method of calculating any Reference Underlying or in any other way materially modifies any Reference Underlying (other than a modification prescribed in that formula or method to maintain any Reference Underlying in the event of changes in constituent securities and capitalisation and other routine events) (an “**Index Modification**”) or permanently cancels the Reference Underlying and no Successor Reference Underlying exists (an “**Index Cancellation**”) or (ii) on any date during the Valuation Period the Sponsor fails to calculate and announce the Reference Level, (an “**Index Disruption**” and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”) then the Calculation Agent acting in good faith may take the action described in (A) or (B) below:
  - (A) determine the appropriate adjustment, if any, to be made to any of the other terms of these Terms and Conditions to account for the Index Adjustment Event, and determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to (1) the adjustment in respect of the Index Adjustment Event made by the exchange(s) or quotation system(s) as the Calculation Agent acting in good faith shall select (the “**Options Exchange**”) to options on the Reference Underlyings traded on that options exchange; or (2) if options on such Reference Underlyings are not traded on the Options Exchange, the rules and precedents (if any) set by the Options Exchange to account for the Index Adjustment Event that in the determination

of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or

- (B) having given an Early Redemption Notice to the Securityholders, redeem all, but not part only, of the Securities on the Early Redemption Date at their Early Redemption Amount, together with any Interest Amount and/or Premium Amount (if applicable) accrued to (but excluding) the Early Redemption Date.

Upon the occurrence of an Index Adjustment Event, the Calculation Agent shall give notice as soon as reasonably practicable to the Securityholders in accordance with Condition 10 (*Notices*) stating the occurrence of such Index Adjustment Event, giving details thereof and the action proposed to be taken in relation thereto. However, Securityholders should be aware that there may be necessarily some delay between the time at which any one of the above events occurs and the time at which it is reported to Securityholders.

#### **4. RESPONSIBILITY**

None of the Issuer, the Agents or the Calculation Agent shall have any responsibility in respect of any error or omission or subsequent corrections made in the calculation or announcement of any Reference Underlying, whether caused by negligence or otherwise.

## OVERVIEW OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

*The following is an overview of the provisions contained in the Global Security which apply while any Securities are represented by a Global Security:*

### **Form**

The Securities (other than Rule 144A Securities) will be represented by the Regulation S Global Security. The Regulation S Global Security will be registered in the name of a nominee of the Common Depositary for Euroclear and Clearstream, Luxembourg and Euroclear or Clearstream, Luxembourg will credit each subscriber with a principal amount of Securities equal to the principal amount thereof for which it has subscribed and paid.

Rule 144A Securities will be represented by the Rule 144A Global Security. The Rule 144A Global Security will be deposited either with a custodian for, and registered in the name of, Cede & Co. as a nominee for DTC or with a Common Depositary for Euroclear and Clearstream, Luxembourg and registered in the name of a nominee for such Common Depositary. DTC, Euroclear or Clearstream, Luxembourg, as the case may be, will credit each subscriber with a principal amount of Securities equal to the principal amount thereof for which it has subscribed and paid.

### **Exchange**

The Global Security may be exchangeable in whole but not in part (free of charge to the holder) for definitive Securities if both Euroclear and Clearstream, Luxembourg or DTC, as the case may be, have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no alternative clearing system is available. Thereupon, Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, acting on the instructions of any holder, may give notice to the Registrar requesting exchange of the Global Security for definitive Securities.

On an exchange, the Global Security shall be surrendered to the Registrar. In exchange for the Global Security, the Issuer shall deliver, or procure the delivery of, duly executed and authenticated definitive Securities in an amount equal to the Aggregate Nominal Amount or Aggregate Issue Size of Securities, as the case may be. Until the exchange of the whole of the Global Security as aforesaid, the registered holder shall in all respects (except as otherwise provided herein and in the Conditions) be entitled to the same benefits as if he were the registered holder of the definitive securities represented thereby.

### **Transfers**

Interests in the Securities are transferable in accordance with, and subject to, the provisions of the Global Security, Condition 1 (*Form, Denomination, Title and Transfer*) and the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg or DTC as appropriate.

### **Notices**

So long as the Global Security is held on behalf of Euroclear or Clearstream, Luxembourg, notices required to be given to Securityholders may be given by delivery of the notice to Euroclear and/or Clearstream, Luxembourg, as the case may be, for communication to Securityholders. Any such notice shall be deemed to have been given to the Securityholders on the second weekday following such delivery. In addition, (a) for so long as the Securities are listed on the Official List of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, such notice will be published in a daily newspaper of general circulation in the place or places required by the Luxembourg Stock Exchange; and (b) for so long as the Securities are listed on the Official List of Euronext Dublin and the rules of Euronext Dublin so require, such notice will be published in a daily newspaper of general circulation in the place or places required by Euronext Dublin.

### **Accountholders**

For so long as any of the Securities is represented by a Global Security, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, as the holder of a particular nominal amount or number of the Securities (each, an “**Accountholder**”) shall be treated by the Issuer as the holder of that nominal amount or number of Securities for all purposes other than with respect to payments in respect of the Securities, the right to which shall be vested, as against the Issuer, solely in the registered holder of the Global Security in accordance with and subject to its terms. Any certificate or other document issued by Euroclear or Clearstream, Luxembourg or DTC, as the case may be, as to the nominal amount or number of the Securities standing to the account of any Accountholder shall be conclusive and binding for all purposes.

### **Payments**

For so long as any of the Securities is represented by a Global Security, notwithstanding Condition 4(b) (*Payments*), all payments in respect of each such Security will be made by transfer to the Designated Account of the holder of the Security appearing in the Register at the close of business on the Clearing System Business Day immediately prior to the relevant payment date, where “**Clearing System Business Day**” means a day on which Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, are open for business.

## CREDIT SUISSE AG

### Structure and Business of CS

CS is a wholly-owned bank subsidiary of CSG, which is a holding company registered in Switzerland. The business of CS and its consolidated subsidiaries (together the “**CS Group**”) is substantially the same as the business of the Group, and substantially all of CS Group’s operations are conducted through the Swiss Universal Bank, International Wealth Management, Asia Pacific and the Investment Bank segments.

All references to the Group in the description of the business are describing the consolidated businesses carried on by CSG and its subsidiaries. For more information on the differences between CSG and CS, refer to “*II—Operating and Financial review—Credit Suisse—Group and Bank differences*” in the Annual Report 2020.

The Group’s strategy builds on its core strengths: its position as a global wealth manager, its specialist investment banking capabilities and its strong presence in its home market of Switzerland. The Group seeks to follow a balanced approach with its wealth management activities, aiming to capitalise on both the large pool of wealth within mature markets as well as the significant growth in wealth in Asia Pacific and other emerging markets. Founded in 1856, the Group today has a global reach with operations in about 50 countries and, as of 31st March 2021, had 49,090 employees from over 150 different nations. The Group’s broad footprint helps it to generate a more geographically balanced stream of revenues and net new assets and allows it to capture growth opportunities around the world. The Group serves its clients through three regionally focused divisions: Swiss Universal Bank, International Wealth Management and Asia Pacific. These regional businesses are supported by its Investment Bank division. The Group’s business divisions cooperate closely to provide holistic financial solutions, including innovative products and specially tailored advice. Effective 1st April 2021, the Asset Management business has been separated from the International Wealth Management division and is managed as a new division of the Group. The Group’s Asset Management division offers investment solutions and services globally to a broad range of clients, including pension funds, governments, foundations and endowments, corporations and individuals.

#### *Swiss Universal Bank*

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

#### *International Wealth Management*

The International Wealth Management division through its Private Banking business offers comprehensive advisory services and tailored investment and financing solutions to wealthy private clients and external asset managers in Europe, the Middle East, Africa and Latin America, utilising comprehensive access to the broad spectrum of the Group’s global resources and capabilities as well as a wide range of proprietary and third-party products and services. Effective 1st April 2021, the Asset Management business has been separated from the International Wealth Management division and is managed as a new division of the Group.

#### *Asia Pacific*

The Asia Pacific division delivers an integrated wealth management, financing, underwriting and advisory offering to its target ultra-high-net-worth, entrepreneur and corporate clients. The Asia Pacific division provides a comprehensive suite of wealth management products and services to its clients in Asia Pacific and provides a broad range of advisory services related to debt and equity underwriting of public offerings and private placements as well as mergers and acquisitions. Its

close collaboration with the Investment Bank supports and enables wealth management activities in the region through the delivery of holistic, innovative products and tailored advice.

### ***Investment Bank***

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

### **Management of CS**

#### ***Board of Directors of CS (the "Board")***

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

| <b>Name</b>          | <b>Business address</b>   | <b>Position held</b>   |
|----------------------|---|--|
| António Horta-Osório | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <b>Professional history</b><br>04/2021 – present: Credit Suisse<br>Member of the Board (04/2021 – present)<br>Chair of the Board (04/2021 – present)<br>Chair of the Board and Governance<br>Nominations Committee<br>(04/2021 – present)<br>Member of the Sustainability Advisory<br>Committee (04/2021 – present)<br>2011 – 2021: Lloyds Banking Group<br>Group Chief Executive<br>2009 – 2011: Bank of England<br>Court of Directors<br>1993 – 2010: Grupo Santander<br>Chief Executive Officer, Santander<br>UK/Abbey (2006 – 2010)<br>Executive Vice President, Banco Santander<br>Spain (2000 – 2010)<br>Chief Executive Officer, Banco Santander<br>Totta Portugal (2000 – 2006)<br>Chief Executive Officer and Chairman,<br>Banco Santander Brazil (1997 – 1999,<br>Chair to 2000)<br>Chief Executive Officer, Banco Santander<br>de Negócios Portugal (1993 – 1996) |



| Name        | Business address  | Position held  |
|-------------|---|--|
|             |   | <p>1991 – 1993: Goldman Sachs<br/>Corporate Finance, UK and USA</p> <p>1987 – 1991: Citibank Portugal<br/>Head Capital Markets</p> <p><b>Education</b></p> <p>2003 Advanced Management Program,<br/>Harvard Business School, USA</p> <p>1991 MBA, INSEAD, Fontainebleau, France</p> <p>1987 Degree in Management &amp; Business<br/>Administration, Universidade Católica<br/>Portuguesa, Lisbon, Portugal</p> <p><b>Other activities and functions</b></p> <p>PartnerRe Ltd., Independent Director</p> <p>Fundação Champalimaud, non-executive<br/>director</p> <p>Stitching/Enable INPAR NV, non-executive<br/>director</p> <p>Wallace Collection, chairman of the Board of<br/>Trustees</p> <p>BIAL, chairman designate</p> <p>Institute of International Finance, board<br/>member*</p> <p>European Financial Services Roundtable,<br/>member*</p> <p>*Mr. Horta-Osório performs functions in these<br/>organisations in his capacity as Chairman of<br/>the Group</p> |
| Iris Bohnet | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p><b>Professional history</b></p> <p>2012 – present: Credit Suisse</p> <p>Member of the Board (2012 – present)</p> <p>Member of the Compensation Committee<br/>(2012 – present)</p> <p>Chair of the Sustainability Advisory<br/>Committee (2021 – present)</p> <p>Member of the Innovation and Technology<br/>Committee (2015 – present)</p> <p>1998 – present: Harvard Kennedy School</p>  |

| Name        | Business address  | Position held  |
|-------------|---|--|
|             |   | Academic Dean (2018 – present, 2011 – 2014)  |
|             |   | Albert Pratt Professor of Business and Government (2018 – present)   |
|             |   | Director of the Women and Public Policy Program (2008 – present)   |
|             |   | Professor of public policy (2006 – 2018)   |
|             |   | Associate professor of public policy (2003 – 2006)   |
|             |   | Assistant professor of public policy (1998 – 2003)   |
|             |   | 1997 – 1998: Haas School of Business, University of California at Berkeley                                   |
|             |   | Visiting scholar   |
|             |   |  |
|             |   |  |
|             |   | <b>Education</b>   |
|             |   | 1997 Doctorate in Economics, University of Zurich, Switzerland   |
|             |   | 1992 Master’s degree in Economic History, Economics and Political Science, University of Zurich, Switzerland |
|             |   | <b>Other activities and functions</b>  |
|             |   | Publicis Groupe Diversity Progress Council, member   |
|             |   | Economic Dividends for Gender Equality (EDGE), advisory board member   |
|             |   | We Shape Tech, advisory board member   |
|             |   | Women in Banking and Finance, patron   |
|             |   | UK Government’s Equalities Office/BIT, advisor   |
|             |   | Take The Lead Women, advisor   |
|             |   | G-7 Gender Equality Advisory Council, member   |
|             |   | <b>Professional history</b>  |
|             |   | 04/2021 - present: Credit Suisse   |
|             |   | Member of the Board (04/2021 - present)  |
|             |   | Member of the Audit Committee (04/2021 – present)  |
| Clare Brady | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland |  |

| Name | Business address | Position held   |
|------|------------------|---|
|      |                  | <p>Member of the Conduct and Financial Crime Committee (04/2021 – present)</p> <p>2014 - 2017: International Monetary Fund (IMF)</p> <p>Director of Internal Audit</p> <p>2009 - 2013: World Bank Group</p> <p>Vice President and Auditor General</p> <p>2005 - 2009: Deutsche Bank AG</p> <p>Managing Director, Group Audit, Asia Pacific Regional Head (2007 – 2009)</p> <p>Managing Director, Group Audit, UK Regional Head and Business Partner for Global Banking and Chief Administration Officer (2005 – 2006)</p> <p>2002 - 2005: Bank of England</p> <p>The Auditor</p> <p>2001 - 2002: Barclays Capital</p> <p>Global Head of Internal Audit</p> <p>2000 - 2001: HSBC</p> <p>Global Head of Compliance, Private Banking</p> <p>1995 - 2000: Safra Republic Holdings</p> <p>Chief Auditor</p> <p>1995 - 2000: Republic National Bank of New York (RNB NY)</p> <p>Director of European Audit, Senior Vice President</p> <p>Prior to 1995:</p> <p>First National Bank of Chicago</p> <p>Vice President and Regional Head of Europe and Asia Pacific</p> <p>Bank of New York</p> <p>Auditor</p> <p>National Audit Office, UK</p> <p>Auditor</p> |
|      |                  | <p><b>Education</b></p> <p>1994 Chartered Governance Professional (ACG), Chartered Governance Institute, UK</p>   |

| Name                 | Business address  | Position held   |
|----------------------|---|---|
| Christian Gellerstad | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | 1987 Bachelor of Science (B.Sc.) in Economics, London School of Economics, UK   |
|                      |   | <b>Other activities and functions</b><br>The Golden Charter Trust Limited, trustee and member of the Audit Committee<br>International Federation of Red Cross and Red Cross Societies (IFRC), member of the Audit and Risk Commission<br>Fidelity Asian Values PLC, non-executive director and member of Audit Committee  |
|                      |   | <b>Professional history</b><br>2019 – present: Credit Suisse<br>Member of the Board (2019 – present)<br>Chair of the Conduct and Financial Crime Control Committee (2020 – present, member since 2019)<br>Member of the Governance and Nominations Committee (2020 – present)<br>Member of the Compensation Committee (2019 – present)<br>Member of the board of Credit Suisse (Schweiz) AG, (Swiss subsidiary) (2021 – present)<br>1994 – 2018: Pictet Group<br>CEO, Pictet Wealth management (2007 – 2018)<br>Executive Committee Member, Banque Pictet & Cie SA, Geneva (2013 – 2018)<br>Equity Partner, Pictet Group (2006 – 2018)<br>CEO and Managing Director, Banque Pictet & Cie (Europe) S.A., Luxembourg (2000 – 2007)<br>Deputy CEO and Senior Vice President, Pictet Bank & Trust Ltd., Bahamas (1996 – 2000)<br>Financial Analyst & Portfolio Manager, Pictet & Cie, Geneva (1994 – 1996)<br>Before 1994: Cargill International<br>Emerging Markets Trader |

| Name          | Business address  | Position held  |
|---------------|---|--|
| Michael Klein | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <b>Education</b><br>2019 Board Director Diploma, International Institute for Management Development (IMD), Switzerland<br>1996 Certified International Investment Analyst (CIIA) & Certified Portfolio Manager and Financial Analyst (AZEK)<br>1993 Master in Business Administration and Economics, University of St. Gallen (HSG), Switzerland   |
|               |   | <b>Other activities and functions</b><br>Investis Holding SA, board member<br>Elatior SA, chairman<br>Nubica SA, board member<br>Taurus Group SA, board member<br>FAVI SA, board member<br>AFICA SA, board member<br>Tsampéhro SA, board member  |
|               |   | <b>Professional history</b><br>2018 – present: Credit Suisse<br>Member of the Board (2018 – present)<br>Member of the Compensation Committee (2019 – present)<br>Member of the Risk Committee (2018 – 2021)<br>2010 – present: M Klein & Company<br>Managing Partner<br>1985 – 2008: Citigroup<br>Vice Chairman<br>Chairman Institutional Clients Group<br>Chairman & Co-CEO Markets & Banking<br>Co-President Markets & Banking<br>CEO, Global Banking<br>CEO Markets and Banking EMEA<br>Various senior management positions |
|               |   | <b>Education</b>   |

| Name    | Business address  | Position held  |
|---------|---|--|
|         |   | <p>1985 Bachelor of Science in Economics (Finance and Accounting), The Wharton School, University of Pennsylvania, United States</p> <p><b>Other activities and functions</b></p> <p>MultiPlan, board member</p> <p>Churchill Capital Corp. II, IV, V, VI, VII, board member</p> <p>TBG Europe NV, board member</p> <p>Skillsoft Ltd., board member</p> <p>Magic Leap, board member</p> <p>Chatham House, senior advisor</p> <p>Harvard Global Advisory Board, member</p> <p>Investments Committee &amp; Joint Staff Pension Fund, United Nations, advisory board member</p> <p>Peterson Institute for International Economics, board member</p> <p>The World Food Programme, investment advisory board member</p> <p>Conservation International, board member</p> |
| Shan Li | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p><b>Professional history</b></p> <p>2019 – present: Credit Suisse</p> <p>Member of the Board (2019 – present)</p> <p>Member of the Risk Committee (2019 – present)</p> <p>2015 – present: Silk Road Finance Corporation Limited, Hong Kong</p> <p>CEO</p> <p>2010 – present: Chinastone Capital Management Limited, Shanghai</p> <p>Chairman and CEO</p> <p>2005 – present: San Shan Capital Partners, Hong Kong</p> <p>Founding Partner</p> <p>1998 – present: Fang Holdings Limited</p> <p>Co-founder</p> <p>2013 – 2015: China Development Bank, Beijing</p>  |

| Name | Business address | Position held   |
|------|------------------|---|
|      |                  | <p>Chief International Business Adviser<br/>2010 – 2011: UBS Asia Investment Bank, Hong Kong</p> <p>Vice Chairman<br/>2001 – 2005: Bank of China International Holdings, Hong Kong</p> <p>CEO<br/>1999 – 2001: Lehman Brothers Asia, Hong Kong</p> <p>Head of China Investment Banking<br/>1998 – 1999: China Development Bank, Beijing</p> <p>Deputy Head of Investment Bank Preparation Leading Group<br/>1993 – 1998: Goldman Sachs</p> <p>Executive Director, Goldman Sachs International, London (1997 – 1998)</p> <p>Executive Director, Goldman Sachs (Asia), Hong Kong (1995 – 1997)</p> <p>International Economist, Goldman Sachs &amp; Co., New York (1993 – 1995)</p> <p>1993: Credit Suisse First Boston, New York, Associate</p> |
|      |                  | <p><b>Education</b></p> <p>1994 PhD in Economics, Massachusetts Institute of Technology (MIT), United States</p> <p>1988 MA in Economics, University of California, Davis, United States</p> <p>1986 Bachelor of Science in Management Information Systems, Tsinghua University, Beijing, China</p>   |
|      |                  | <p><b>Other activities and functions</b></p> <p>Beijing International Wealth Management Institute, chairman</p> <p>CMMB Vision Holdings Ltd, member of the board</p> <p>Chinese Financial Association of Hong Kong, vice chairman</p> <p>Bauhinia Party, co-founder</p>   |

| Name          | Business address  | Position held   |
|---------------|---|---|
| Seraina Macia | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p>13th National Committee of the Chinese People's Political Consultative Conference (CPPCC), member</p> <p>MIT Economics Visiting Committee, member</p> <p>Silk Road Planning Research Center, vice chairman</p> <p>Tsinghua Institute for Governance Studies, vice chairman</p> <p>MIT Sloan Finance Advisory Board, member</p> <p>National Center for Economics Research at Tsinghua University, deputy director</p>   |
|               |   | <p><b>Professional history</b></p> <p>2015 – present: Credit Suisse</p> <p>Member of the Board (2015 – present)</p> <p>Member of the Audit Committee (2021 – present, 2015 – 2018)</p> <p>Member of the Risk Committee (2018 – 2021)</p> <p>2020 – present: Joyn Insurance Services LLC, CEO and Co-founder</p> <p>2017 – 2020: Blackboard U.S. Holdings, Inc. (AIG Corporation)</p> <p>Executive Vice President of AIG &amp; CEO of Blackboard (AIG technology-focused subsidiary; formerly Hamilton USA)</p> <p>2016 – 2017: Hamilton Insurance Group<br/>CEO, Hamilton USA</p> <p>2013 – 2016: AIG Corporation</p> <p>Executive Vice President of AIG and CEO Regional Management &amp; Operations of AIG, New York (2015 – 2016)</p> <p>CEO and President of AIG EMEA, London (2013 – 2016)</p> <p>2010 – 2013: XL Insurance North America, Chief Executive</p> <p>2002 – 2010: Zurich Financial Services</p> <p>President Specialties Business Unit, Zurich North America Commercial, New York (2007 – 2010)</p> <p>CFO, Zurich North America Commercial, New York (2006 – 2007)</p> |



| Name           | Business address  | Position held   |
|----------------|---|---|
| Blythe Masters | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p>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)</p> <p>2000 – 2002: NZB Neue Zuercher Bank<br/>Founding partner and financial analyst</p> <p>1990 – 2000: Swiss Re</p> <p>Rating agency coordinator, Swiss Re Group (2000)</p> <p>Senior Underwriter and Deputy Head of Financial Products, Melbourne (1996 – 1999)</p> <p>Various senior underwriting and finance positions, Zurich (1990 – 1996)</p> |
|                |   | <p><b>Education</b></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><b>Other activities and functions</b></p> <p>BanQu, chair</p> <p>CFA Institute, member</p> <p>Food Bank for New York City, chair</p>   |
| Blythe Masters | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p><b>Professional history</b></p> <p>04/2021 – present: Credit Suisse</p> <p>Member of the Board (04/2021 – present)</p> <p>Member of the Risk Committee (2021 – present)</p> <p>Member of the Compensation Committee (2021 – present)</p> <p>2020 – present: Motive Capital Corporation (SPAC)</p> <p>CEO and board member</p> <p>2019 – present: Motive Partners</p> <p>Industry Partner</p>   |

| Name             | Business address  | Position held  |
|------------------|---|--|
| Richard Meddings | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | 2015 – 2018: Digital Asset Holdings LLC<br>Chief Executive Officer   |
|                  |   | 1991 – 2015: J.P. Morgan Chase & Co.<br>Head of Corporate & Investment Bank<br>Regulatory Affairs (2010 – 2014)<br>Head of Global Commodities (2007 – 2014)<br>Chief Financial Officer Investment Bank (2004 – 2007)<br>Head of Credit Policy and Strategy and Global Credit Portfolio (2000 – 2004)<br>Co-Head of Asset Backed Securitization and Head of Global Structured Credit (2000 – 2002)<br>Co-Head of North American Credit Portfolio (1998 – 2000)<br>Head of Global Credit Derivatives Marketing (1995 – 1998) |
|                  |   | <b>Education</b><br>1991 Bachelor of Arts (BA) in Economics, Trinity College, Cambridge, UK  |
| Richard Meddings | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <b>Other activities and functions</b><br>A.P. Møller-Maersk Group, member of the board of directors<br>GCM Grosvenor, member of the board of directors and chair of the Audit Committee<br>Santander Group, member of the International Advisory Board<br>Open Digital Services, member of the board   |
|                  |   | <b>Professional history</b><br>2020 – present: Credit Suisse<br>Member of the Board (2020 – present)<br>Chair (ad interim) of the Risk Committee (2021 – present)<br>Chair of the Audit Committee (2020 – present)<br>Member of the Sustainability Advisory Committee (2021 – present)   |

| Name | Business address | Position held   |
|------|------------------|---|
|      |                  | <p>Member of the Governance and Nominations Committee (2020 – present)</p> <p>Member of the Conduct and Financial Crime Control Committee (2020 – present)</p> <p>Member of the Risk Committee (2020 – present)</p> <p>2018 – present: TSB Bank plc</p> <p>Chairman</p> <p>Interim executive chairman (2018 – 2019)</p> <p>2017 – 2019: Jardine Lloyd Thompson Group Plc</p> <p>Non-Executive Director</p> <p>Chair of the Remuneration Committee</p> <p>Member of the Audit and Risk Committee</p> <p>2015 – 2019: Deutsche Bank AG</p> <p>Member of the Supervisory Board</p> <p>Chair of the Audit Committee, member of the Risk Committee and member of the Strategy Committee</p> <p>2014 – 2017: Legal &amp; General Group Plc</p> <p>Non-Executive Director</p> <p>Chair of the Risk Committee</p> <p>Member of the Audit and Remuneration Committee</p> <p>2008 – 2014: 3i Group Plc</p> <p>Non-Executive Director and Senior Independent Director</p> <p>Chair of the Audit and Risk Committee</p> <p>2002 – 2014: Standard Chartered Group plc</p> <p>Group Executive Director</p> <p>Finance Director (2006 – 2014)</p> <p>2000 – 2002: Barclays Plc</p> <p>Group Financial Controller</p> <p>COO, Wealth Management Division</p> <p>1999 – 2000: Woolwich Plc</p> <p>Group Finance Director</p> <p>Prior to 1999:</p> <p>BZW (CSFB) (1996 – 1999)</p> <p>Hill Samuel Bank (1984 – 1996)</p> <p>Price Waterhouse (1980 – 1984)</p> |

| Name              | Business address  | Position held  |
|-------------------|---|--|
| Kai S. Nargolwala | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <b>Education</b>   |
|                   |   | 1983 UK Chartered Accountant, Institute of Chartered Accountants in England and Wales<br>1980 MA Modern History, Exeter College, Oxford  |
|                   |   | <b>Other activities and functions</b>  |
|                   |   | HM Treasury Board, non-executive director<br>Teach First, director and member of the Board of Trustees<br>Hastings Educational Opportunity Area, chair   |
| Kai S. Nargolwala | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <b>Professional history</b>  |
|                   |   | 2008 – present: Credit Suisse<br>Member of the Board (2013 – present)<br>Chair of the Compensation Committee (2017 – present, member since 2014)<br>Member of the Risk Committee (2021 – present, 2013 – 2017)<br>Member of the Conduct and Financial Crime Control Committee (2019 – present)<br>Member of the Governance and Nominations Committee (2017 – present)<br>Member of the Innovation and Technology Committee (2015 – 2021)<br>Non-executive chairman of Credit Suisse's Asia Pacific region (2010 – 2011)<br>Member of the Executive Board of CSG and CS (2008 – 2010)<br>CEO of Credit Suisse's Asia Pacific region (2008 – 2010) |
|                   |   | 1998 – 2007: Standard Chartered plc  |
|                   |   | Main board executive director  |
| Kai S. Nargolwala | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | Prior to 1998: Bank of America   |
|                   |   | Group executive vice president and head of Asia Wholesale Banking Group in Hong Kong (1990 – 1995)   |
|                   |   | Head of High Technology Industry group in San Francisco and New York (1984 – 1990)   |
|                   |   |  |

| Name             | Business address  | Position held   |
|------------------|---|---|
| Ana Paula Pessoa | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p>Various management and other positions in the UK (1976 – 1984)</p> <p>1970 – 1976: Peat Marwick Mitchell &amp; Co., London</p> <p>Accountant</p>   |
|                  |   | <p><b>Education</b></p> <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><b>Other activities and functions</b></p> <p>PSA International Pte. Ltd., non-executive director</p> <p>Temasek International Pte. Ltd., Sustainable Finance Steering Committee, co-chair</p> <p>Singapore Pools (Private) Limited, deputy chairman</p> <p>65 Equity Partners Holdings Pte. Ltd., chairman</p> <p>Singapore Institute of Directors, fellow</p>   |
|                  |   | <p><b>Professional history</b></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 &amp; Paralympic Games</p> <p>CFO of Organising Committee (2016)</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> |

| Name           | Business address  | Position held   |
|----------------|---|---|
| Severin Schwan | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p>Senior management positions in several media divisions</p> <p><b>Education</b></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><b>Other activities and functions</b></p> <p>Cosan, board member</p> <p>Suzano Pulp and Paper, board member</p> <p>Vinci Group, board member</p> <p>News Corporation, board member</p> <p>Global Advisory Council for Stanford University, member</p> <p>Instituto Atlántico de Gobierno, advisory board member</p> <p>Fundação Roberto Marinho, member of the Audit Committee</p>             |
|                |   | <p><b>Professional history</b></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> <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> |

| Name | Business address | Position held   |
|------|------------------|---|
|      |                  | <p>Head of Global Finance &amp; Services, Roche Diagnostics Basel (2000 – 2004)</p> <p>Various management and other positions with Roche Germany, Belgium and Switzerland (1993 – 2000)</p> |
|      |                  | <p><b>Education</b></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><b>Other activities and functions</b></p> <p>International Business Leaders Advisory Council for the Mayor of Shanghai, member</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 Base Prospectus, all the members of the Board are independent.

#### ***Executive Board***

The Executive Board of CS (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 Base Prospectus are listed below. As of the date hereof, the composition of the Executive Board of CS and the Executive Board of CSG is identical, with the exception of Mr. Helfenstein, who is a member of the Executive Board of CSG, but not of CS. For purposes of the table below only, references to the “Executive Board” are to both the Executive Board of CS and the Executive Board of CSG, except as otherwise specified.

On 5 July 2021, CSG and CS announced the appointment of Joanne Hannaford as Chief Technology & Operations Officer and member of the Executive Boards of CSG and CS with effect from 1 January 2022. James Walker, the current Chief

Operating Officer, will step down from the Executive Board and will become the deputy chief executive officer of Credit Suisse Holdings (USA), Inc. as of 1 January 2022.

On 27 July 2021, CSG and CS announced the appointment of David Wildermuth as Chief Risk Officer (CRO) and member of the Executive Boards of CSG and CS with effect by 1 February 2022. Joachim Oechslein will continue to serve as ad interim CRO until David Wildermuth joins and will then reassume a senior role as Strategic Advisor to the Group Chief Executive Officer.

| <b>Name</b>         | <b>Business address</b>   | <b>Position held</b>   |
|---------------------|---|--|
| Thomas P. Gottstein | Credit Suisse<br>AG Paradeplatz 8<br>8001 Zurich<br>Switzerland | <b>Professional history</b><br><br>1999 – present: Credit Suisse<br>Chief Executive Officer (2020 – present)<br>Member of the Executive Board of CS (2015 – 2016; 2020 – present)<br>Member of the board of Credit Suisse (Schweiz) AG (2020-present)<br>Member of the Executive Board of CSG<br>Member of the Sustainability Advisory Committee (2021-present)<br>CEO Credit Suisse (Schweiz) AG (2016 – 2020)<br>CEO Swiss Universal Bank (2015 – 2020)<br>Head of Premium Clients Switzerland & Global External Asset Managers (2014 – 2015)<br>Head of Investment Banking Coverage Switzerland (2010 – 2013)<br>Co-Head of Equity Capital Markets EMEA (2007 – 2009)<br>Head of Equity Capital Markets Switzerland, Austria and Scandinavia, London (2005 – 2007)<br>Head of Equity Capital Markets Switzerland, Zurich (2002 – 2005)<br>Investment Banking Department Switzerland (1999 – 2002)<br>Prior to 1999: UBS<br>Telecoms Investment Banking and Equity Capital Markets, London (1993 – 1999)<br>Group Controlling, Zurich (1990 – 1993)<br><br><b>Education</b><br>1995 PhD in Finance and Accounting, University of Zurich, Switzerland |



| Name          | Business address   | Position held   |
|---------------|--|---|
|               |  | <p>1989 Degree in Business Administration and Economics, University of Zurich, Switzerland</p> <p><b>Other activities and functions</b></p> <p>Swiss Bankers Association, member of the board and the audit committee</p> <p>Credit Suisse Foundation, member of the foundation board</p> <p>Swiss Entrepreneurs Foundation, member of the foundation board</p> <p>Opernhaus Zurich, member of the board and audit committee</p>  |
| Romeo Cerutti | <p>Credit Suisse AG</p> <p>Paradeplatz 8</p> <p>8001 Zurich</p> <p>Switzerland</p> | <p><b>Professional history</b></p> <p>2006 – present: Credit Suisse</p> <p>General Counsel (2009 – present)</p> <p>Member of the Executive Board (2009 – present)</p> <p>Global Co-Head of Compliance, CS (2008 – 2009)</p> <p>General Counsel, Private Banking (2006 – 2009)</p> <p>1999 – 2006: Lombard Odier Darier Hentsch &amp; Cie</p> <p>Partner of the Group Holding (2004 – 2006)</p> <p>Head of Corporate Finance (1999 – 2004)</p> <p>1995 – 1999: Homburger Rechtsanwälte, Zurich</p> <p>Attorney-at-law</p> <p>Prior to 1995: Latham and Watkins, Los Angeles</p> <p>Attorney-at-law</p> <p><b>Education</b></p> <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> |

| Name              | Business address  | Position held  |
|-------------------|---|--|
| André Helfenstein | Credit Suisse Group AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <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><b>Other activities and functions</b></p> <p>Vifor Pharma Ltd., vice chairman</p> <p>Swiss Finance Institute (SFI), chairman</p> <p>Swiss-American Chamber of Commerce, legal group member</p> <p>Ulrico Hoeppli Foundation, board of trustees member</p>   |
|                   |   | <p><b>Professional history</b></p> <p>2007 – present: Credit Suisse</p> <p>Chief Executive Officer of Swiss Universal Bank (2020 – present)</p> <p>Chief Executive Officer of Credit Suisse (Schweiz) AG (2020 – present)</p> <p>Member of the Executive Board (2020 – present)</p> <p>Head of Institutional Clients, Swiss Universal Bank (2017 – 2020)</p> <p>Credit Suisse (Schweiz) AG, member of the executive board (2016 – present)</p> <p>Swiss Universal Bank, member of the management committee (2015 – present)</p> <p>Head of Corporate &amp; Institutional Clients, Swiss Universal Bank (2015 – 2017)</p> <p>Private &amp; Wealth Management organisation in Switzerland: Region Head Zurich and Head Private Banking Clients, Region Zurich (2013 – 2015)</p> <p>Private &amp; Wealth Management organisation in Switzerland: Head of Private Clients Region Zurich (2010 – 2013)</p> <p>Head of Products, Sales &amp; Pricing, Private Banking (2007 – 2010)</p> <p>1996 – 2007: The Boston Consulting Group (BCG) (1996 – 1997 &amp; 2003 – 2007 in Zurich / 1998-2003 in New York)</p> <p>Partner &amp; Managing Director (2005 – 2007)</p> <p>Consultant (1996 – 2005)</p> |

| Name         | Business address  | Position held   |
|--------------|---|---|
| Lydie Hudson | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | 1993 – 1995: STB Unternehmensentwicklungen AG (VZ VermögensZentrum AG)<br>Associate   |
|              |   | <b>Education</b><br><br>1992 Master's Degree in Business, University of St. Gallen, Switzerland<br>1990 Certificate in Psychology/Sociology, Université de la Sorbonne, Paris, France<br><br><b>Other activities and functions</b><br><br>Pension Fund CS Group (Schweiz), foundation board member<br>Pension Fund 2 CS Group (Schweiz), foundation board member<br>Credit Suisse Foundation, foundation board member<br>FINMA Private Banking Panel, member<br>SIX Group AG, board and risk committee member<br>Swiss Entrepreneurs Foundation, foundation board member<br>Europa Forum Luzern, steering committee member<br>University of St. Gallen – Center for Financial Services Innovation, advisory board member.<br>Venture Incubator AG, board vice chairman<br>Foundation Bessamin, foundation board member<br><br><b>Professional history</b><br>2008 – present: Credit Suisse<br>CEO Sustainability, Research & Investment Solutions (2020 – present)<br>Member of the Executive Board (2019 – present)<br>Chief Compliance and Regulatory Affairs Officer (2020)<br>Chief Compliance Officer (2019 – 2020)<br>Chief Operating Officer, Global Markets (2015 – 2019)<br>Chief Operating Officer, Global Equities (2014 – 2015) |

| Name          | Business address  | Position held  |
|---------------|---|--|
| Ulrich Körner | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p>Various management and strategy roles in Equities, Fixed Income and Asset Management (2008 – 2014)</p> <p>2006 – 2008: The Boston Consulting Group Consultant</p> <p>2001 – 2004: Lehman Brothers Associate, analyst, Global Real Estate Group</p> <p><b>Education</b></p> <p>2006 Master in Business Administration (MBA), Harvard Business School, United States</p> <p>2001 Bachelor of Arts (BA), International Politics and Economics, Middlebury College, Vermont, United States</p> <p><b>Other activities and functions</b></p> <p>Women's Leadership Board, Harvard, board member</p> <p>Good Shepherd Services, board member</p> <p>World Economic Forum, Young Global Leader</p> |
|               |   | <p><b>Professional history</b></p> <p>04/2021 – present: Credit Suisse</p> <p>CEO Asset Management (04/2021 – present)</p> <p>Member of the Executive Board (04/2021 – present)</p> <p>2009 – 2020: UBS</p> <p>Member of the Group Executive Board (2009 – 2020)</p> <p>Senior Advisor to the CEO of UBS Group (2019 – 2020)</p> <p>CEO of UBS Asset Management (2014 – 2019)</p> <p>CEO of UBS Europe, Middle East &amp; Africa (2011 – 2019)</p> <p>Group Chief Operating Officer, CEO Corporate Center (2009 – 2013)</p> <p>1998 – 2009: Credit Suisse</p> <p>Member of the Group Executive Board (1998 – 2009)</p>   |

| Name             | Business address  | Position held  |
|------------------|---|--|
| David R. Mathers | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p>CEO Switzerland (2006 – 2008)</p> <p>Chief Financial Officer and Chief Operating Officer (since 2004) Credit Suisse/Credit Suisse Financial Services (2002 – 2005)</p> <p>CEO Technology and Services (2000 – 2001)</p> <p>CFO Switzerland (1998 – 2000)</p> <p>Prior to 1998:</p> <p>McKinsey &amp; Company</p> <p>Senior Engagement Manager</p> <p>Revisuisse, Price Waterhouse</p> <p>Auditor</p>  |
|                  |   | <p><b>Education</b></p> <p>1993 PhD in Economics, University of St. Gallen, Switzerland</p> <p>1998 Master's degree in Economics, University of St. Gallen, Switzerland,</p>   |
|                  |   | <p><b>Other activities and functions</b></p> <p>Lyceum Alpinum Zuo AG, vice chairman of the board of directors</p>   |
|                  |   | <p><b>Professional history</b></p> <p>1998 – present: Credit Suisse</p> <p>Chief Financial Officer (2010 – present)</p> <p>Member of the Executive Board (2010 – present)</p> <p>CEO of Credit Suisse International and Credit Suisse Securities (Europe) Limited (UK subsidiaries) (2016 – present)</p> <p>Chairman of Asset Resolution Unit (2019 – present)</p> <p>Head of Strategic Resolution Unit (2015 – 2018)</p> <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</p> |

| Name               | Business address  | Position held  |
|--------------------|---|--|
| Christian Meissner | Credit Suisse<br>Eleven Madison Avenue<br>New York, NY 10010<br>United States | <p>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><b>Education</b></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><b>Other activities and functions</b></p> <p>European CFO Network, member</p> <p>Women in Science &amp; Engineering (WISE) program and academic awards and grants at Robinson College, Cambridge, sponsor</p> <p>TheCityUK, leadership council member</p> <p>Various other charitable and conservation commitments</p>  |
|                    |   | <p><b>Professional history</b></p> <p>2020 - present: Credit Suisse</p> <p>CEO Investment Bank (05/2021 – present)</p> <p>Member of the Executive Board (05/2021 - present)</p> <p>Vice Chairman Investment Banking &amp; Co-Head IWM Investment Banking Advisory of Credit Suisse Securities (USA) LLC (U.S. subsidiary) (2020 – 2021)</p> <p>2010 – 2019: Bank of America Merrill Lynch</p> <p>Head of Global Corporate &amp; Investment Banking (2012 – 2019)</p> <p>Co-Head of Global Corporate &amp; Investment Banking (2011 – 2012)</p> <p>Head of Investment Banking EMEA (2010 – 2011)</p> <p>2008 – 2010: Nomura International plc</p> |

| Name             | Business address  | Position held   |
|------------------|---|---|
| Joachim Oechslin | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland | <p>Deputy Global Head of Investment Banking</p> <p>2004 – 2008: Lehman Brothers International Ltd.</p> <p>Co-Chief Executive Officer EMEA (2008)</p> <p>Co-Head of Investment Banking EMEA (2006 – 2008)</p> <p>Head of Investment Banking Germany, Austria &amp; Switzerland (2004 – 2008)</p> <p>1994 – 2004: Goldman Sachs International Partner (2002)</p> <p>Co-Head of European Equity Capital Markets (2001 – 2004)</p> <p>Head of German Equity Capital Markets (2000)</p> <p>Associate in German Equity Capital Markets (1994)</p> <p>Prior to 1994:</p> <p>Deutsche Bank AG</p> <p>Morgan Stanley &amp; Co.</p> |
|                  |   | <p><b>Education</b></p> <p>1990 Bachelor of Arts in European History, Princeton University, United States</p>   |
|                  |   | <p><b>Other activities and functions</b></p> <p>Holtzbrinck Publishing Group, member of the supervisory board</p> <p>Salzburg Festival Society, board member</p>  |
|                  |   | <p><b>Professional history</b></p> <p>2014 – present: Credit Suisse</p> <p>Chief Risk Officer (ad interim) (04/2021–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) (2021 – present)</p> <p>Senior Advisor (2019 – 2021) and Chief of Staff to the CEO of Credit Suisse Group (2020 – 2021)</p>  |

| Name                | Business address  | Position held  |
|---------------------|---|--|
|                     |   | <p>Chief Risk Officer (2014 – 2019)</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 – 2019)</p> <p>2007 – 2013: Munich Re Group</p> <p>Chief Risk Officer</p> <p>2007: AXA Group</p> <p>Deputy Chief Risk Officer</p> <p>2001 – 2006 Winterthur Insurance Company</p> <p>Member of the executive board (2006)</p> <p>Chief Risk Officer (2003 – 2006)</p> <p>Head of risk management (2001 – 2003)</p> <p>1998 – 2001 McKinsey &amp; Company</p> <p>Consultant</p> <p><b>Education</b></p> <p>1998 Licentiate/Master of Science in Mathematics, Swiss Federal Institute of Technology (ETH), Zurich, Switzerland</p> <p>1994 Engineering degree, Higher Technical Institute (HTL), Winterthur, Switzerland</p> <p><b>Other activities and functions</b></p> <p>Swiss Re, board member</p> <p>Pension Fund CS Group (Schweiz), foundation board member</p> <p>Pension Fund 2 CS Group (Schweiz), foundation board member</p> <p><b>Professional history</b></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> |
| Antoinette Poschung | Credit Suisse AG<br>Paradeplatz 8<br>8001 Zurich<br>Switzerland |  |



| Name            | Business address   | Position held  |
|-----------------|--|--|
|                 |  | <p>Head of Talent Development &amp; Organizational Effectiveness (2015 – 2017)</p> <p>Head of Compensation, Benefits &amp; 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><b>Education</b></p> <p>2016 Certificate of Organizational and Executive Coaching, Columbia University, United States</p> <p>1989 Master in Education, Psychology and Philosophy, University of Zurich, Switzerland</p> <p><b>Other activities and functions</b></p> <p>Credit Suisse Foundation, board member</p> <p>D. Swarovski KG, advisor</p> |
| Helman Sitohang | Credit Suisse<br>One Raffles Link<br>South Lobby, # 03/#04-01<br>Singapore 039393<br>Singapore | <p><b>Professional history</b></p> <p>1999 – present: Credit Suisse</p> <p>CEO Asia Pacific (2015 – present)</p> <p>Member of the Executive Board (2015 – present)</p> <p>Regional CEO APAC (2014 – 2015)</p> <p>Head of Investment Bank Asia Pacific (2012 – 2015)</p> <p>Co-Head of the Emerging Markets Council (2012 – 2015)</p> <p>CEO of South East Asia (2010 – 2015)</p> <p>Co-Head of the Investment Banking Department – Asia Pacific (2009 – 2012)</p>  |

| Name            | Business address  | Position held   |
|-----------------|---|---|
| James B. Walker | Credit Suisse<br>Eleven Madison Avenue<br>New York, NY 10010<br>United States | <p>Co-Head of the Global Markets Solutions Group – Asia Pacific (2009 – 2012)</p> <p>Country CEO, Indonesia (1999 – 2010)</p> <p>Prior to 1999:</p> <p>Bankers Trust, Derivatives Group</p> <p>Citibank, Corporate Bank</p> <p>Schlumberger Overseas, Field Engineer</p>  |
|                 |   | <p><b>Education</b></p> <p>1989 Bachelor of Science in Engineering, Bandung Institute of Technology, Bandung, Indonesia</p>   |
|                 |   | <p><b>Other activities and functions</b></p> <p>Credit Suisse Foundation, board member</p> <p>Room to Read Singapore Ltd., regional board member, chairman of SEA board</p>   |
|                 |   | <p><b>Professional history</b></p> <p>2009 – present: Credit Suisse</p> <p>Chief Operating Officer (2019 – present)</p> <p>Member of the Executive Board (2019 – present)</p> <p>Chief Financial Officer of Credit Suisse Holdings (USA), Inc. &amp; Regional Americas Finance lead (2018 – 2019)</p> <p>Finance Chief Operating Officer (2016 – 2019)</p> <p>Head of Finance Change (2014 – 2019)</p> <p>Global Head of Product Control (2011 – 2019)</p> <p>Head of Americas Investment Banking Operations and Global Head of OTC Operations (2009 – 2011)</p> <p>2007 – 2009: Barclays Capital, New York</p> <p>CFO, Americas</p> <p>1994 – 2007: Merrill Lynch</p> <p>CFO, Global Markets &amp; Investment Banking, New York (2005 – 2007)</p> <p>CFO, Global Equities and Fixed Income, New York (2003 – 2005)</p> |

| Name          | Business address  | Position held   |
|---------------|---|---|
| Philipp Wehle | Credit Suisse AG<br>Paradeplatz 88001 Zurich<br>Switzerland | <p>CFO, Global Fixed Income, New York (2002 – 2003)</p> <p>CFO, Securities Services Division, New York (2000 – 2002)</p> <p>Various senior management positions, Hong Kong and London (1994 – 2000)</p> <p>1986 – 1994: Morgan Stanley</p> <p>Various finance and derivative finance roles, London and Tokyo</p> <p><b>Education</b></p> <p>1986 Postgraduate Diploma Finance, University of Stirling, Scotland</p> <p>1985 Bachelor of Science Mathematics, University of Glasgow, Scotland</p> <p><b>Other activities and functions</b></p> <p>Mr. Walker currently does not hold directorships in any other organisations</p>  |
|               |   | <p><b>Professional history</b></p> <p>2005 – present: Credit Suisse</p> <p>CEO International Wealth Management (2019 – present)</p> <p>Member of the Executive Board (2019 – present)</p> <p>CFO International Wealth Management (2015 – 2019)</p> <p>Head of Finance Private Banking Coverage (2015)</p> <p>Head of Financial Management Region &amp; Wealth Management Switzerland (2013 – 2014)</p> <p>Head of Financial Management Private Banking Asia Pacific (2011 – 2012)</p> <p>Head of Controlling Private Banking Switzerland (2007 – 2011)</p> <p>Senior Project Manager, Business Development Private Banking Switzerland (2005 – 2007)</p> <p>2001 – 2005: Consart Management Consultants</p> |

| Name | Business address | Position held   |
|------|------------------|---|
|      |                  | Consultant/project manager  |
|      |                  | <b>Education</b>  |
|      |                  | 2001 Master's Degree in Economics,<br>University of Bonn, Germany |
|      |                  | <b>Other activities and functions</b>                             |
|      |                  | Credit Suisse Foundation, board member                            |
|      |                  | Akademischer Hilfsfond, Bonn, member                              |

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

### Audit Committee

The Audit Committee of CS (the “**Audit Committee**”) consists of at least three members, all of whom must be independent pursuant to its charter. The members of the Audit Committee as of the date of this Base Prospectus are:

- Richard Meddings (Chairman)
- Clare Brady
- Seraina Macia
- Ana Paula Pessoa

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 CS Audit Committee. For further information, refer to “—*Board of Directors—Independence*” and “—*Board of Directors—Board committees—Audit Committee*” in “*IV—Corporate Governance*” in the Annual Report 2020.

### Corporate Governance

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

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

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

CS was incorporated under Swiss law as a corporation (*Aktiengesellschaft*) under the name Schweizerische Kreditanstalt, with unlimited duration, on 5th July 1856 in Zurich, Switzerland and was registered with the Commercial Register of the Canton of Zurich under the number CH-020.3.923.549-1 and is now registered under the number CHE-106.831.974. The legal entity identifier (the “**LEI**”) of CS is ANGGYXNX0JLX3X63JN86. As of 9th November 2009, CS changed its name to “Credit Suisse AG”. CS is a wholly-owned subsidiary of CSG. CS’s registered head office is located at Paradeplatz 8, 8001 Zurich, Switzerland; its telephone number is +41 44 333 1111; its website is [www.credit-suisse.com](http://www.credit-suisse.com). Any websites included in this Base Prospectus are for information purposes only and do not form part of this Base Prospectus unless incorporated by reference into this Base Prospectus. CS’s Singapore branch is located at 1 Raffles Link,

#03-01 One Raffles Link, Singapore 039393, Singapore. CS's Nassau branch is located at Bahamas Financial Centre, 4th Floor, Charlotte and Shirley Street, Nassau.

### Business Purpose

Article 2 of CS's Articles of Association dated as of 4th September 2014 states:

- “2.1) The purpose of the Company is to operate as a bank. Its business covers all associated types of banking, finance, consultancy, service and trading activities in Switzerland and abroad.
- 2.2) The Company may form banks, finance companies and any other types of companies. It may also hold interests in and assume the management of such companies. It may also enter into joint ventures with such companies to provide business services to third parties.
- 2.3) The Company may acquire, mortgage and sell real estate in Switzerland and abroad.”

### Auditors

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

Until 30th April 2020, the Issuer's independent auditor and statutory auditor was KPMG AG (“**KPMG**”), Râffelstrasse 28, 8045 Zurich, Switzerland. CS's consolidated balance sheet as of 31st December 2019, and the related consolidated statements of operations, comprehensive income, changes in equity and cash flows for each in the two-year period ended 31 December 2019, and the related notes, before the adjustments to reflect the change in the composition of reportable segments as presented in Note 4 and described in Note 3 to such consolidated financial statements were audited by KPMG in accordance with the standards of the Public Company Accounting Oversight Board (United States).

In 2018, upon the recommendation of the Audit Committee of CSG, the Board of CSG decided to propose PwC to succeed KPMG as the new independent statutory auditor of the Group (including CS) at the annual general meetings of CSG and CS in April 2020. The appointment was approved by the shareholders of CSG and CS at the annual general meetings of CSG and CS on 30th April 2020 and became effective for the fiscal year ending 31st December 2020. The shareholders of CSG and CS re-elected PwC as CSG's and CS's statutory auditor for the fiscal year ending 31st December 2021 at their annual general meetings on 30th April 2021. The lead audit Group engagement partners of PwC are Matthew Falconer, Global Lead Partner (since 2020) and Matthew Goldman, Group Audit Partner (since 2020). PwC and KPMG are each registered with EXPERTsuisse-Swiss Expert Association for Audit, Tax and Fiduciary. PwC and KPMG are each also registered with the Swiss Federal Audit Oversight Authority, which is responsible for the licensing and supervision of audit firms and individuals which provide audit services in Switzerland.

In addition, CS has mandated BDO AG, Fabrikstrasse 50, 8031 Zurich, Switzerland, 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 2020 and “Other elections – Election of the independent auditors” in the Second Form 6-K dated 30th April 2021.

### Capital adequacy

For information on Credit Suisse AG's expected financing of its business activities, please see “III – Treasury, Risk, Balance sheet and Off-balance sheet – Liquidity and funding management” and “III – Treasury, Risk, Balance sheet and Off-balance sheet – Capital management”, “Note 25 – Long-term debt” in “VIII – Consolidated financial statements – Credit Suisse (Bank)” and “Note 37 – Capital adequacy” in “VIII – Consolidated financial statements – Credit Suisse (Bank)” in the Annual Report 2020.

**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.

After taking into account its litigation provisions, the Group believes, based on currently available information and advice of counsel, that the results of its legal proceedings, in the aggregate, will not have a material adverse effect on the Group's financial condition. However, in light of the inherent uncertainties of such proceedings, including those brought by regulators or other governmental authorities, the ultimate cost to the Group of resolving such proceedings may exceed current litigation provisions and any excess may be material to its operating results for any particular period, depending, in part, upon the operating results for such period. For further information regarding certain of such proceedings and the Group's litigation provisions as of the end of 2020, see "Note 40 – Litigation" in "VI – Consolidated financial statements – Credit Suisse Group" in the Annual Report 2020. For further information regarding certain of such proceedings and the Group's litigation provisions as of 31st March 2021, see "Note 33 – Litigation" in "III – Condensed consolidated financial statements – unaudited" in the Financial Report 1Q21 and "Litigation" in Credit Suisse Earnings Release 1Q21.

**Additional Information about CS**

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

For further information about CS, refer to the Annual Report 2020 and the Financial Report 1Q21, which are incorporated by reference in this Base Prospectus.

## USE OF PROCEEDS

The net proceeds from each issue of Securities will be applied by the Issuer for its general corporate purposes, which include making a profit. The net proceeds from each issue of Securities of Credit Suisse AG (acting through the Nassau Branch, Singapore Branch or any Substitute Branch) will be used by the Issuer outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without the Securities or payments in respect thereof becoming subject to Swiss withholding and Swiss stamp tax law as a consequence of such use of proceeds in Switzerland. A substantial portion of the proceeds from the issue of certain Securities may be used to hedge market risk with respect to such Securities. If, in respect of any particular issue of Securities which are derivative securities for the purposes of Article 15 of the Commission Delegated Regulation No 2019/980 supplementing the Prospectus Regulation, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

The net proceeds from the issue of the Securities will be applied by the Issuer outside Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the Securities becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of proceeds in Switzerland.

## TRANSFER AND SELLING RESTRICTIONS

This section sets out an overview of certain restrictions regarding who can purchase the Securities in certain jurisdictions.

From time to time, the Issuer will act in its capacity as Initial Dealer in respect of Securities that it wishes to issue. The Securities may be sold at prevailing market prices, or at prices related thereto, at the time of such sale, as determined by the Initial Dealer. The Securities may be offered to any professional or institutional investors.

### Transfer Restrictions

*As a result of the following restrictions, purchasers of Securities in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Securities.*

### 144A Global Securities

Each purchaser of Securities within the United States pursuant to Rule 144A, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged that:

- (i) It is (a) a qualified institutional buyer within the meaning of Rule 144A (“**QIB**”), (b) acquiring such Securities for its own account or for the account of a QIB and (c) aware, and each beneficial owner of such Securities has been advised, that the sale of such Securities to it is being made in reliance on Rule 144A.
- (ii) The Securities have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable securities laws of any State of the United States.
- (iii) Such Securities, unless the Issuer determines otherwise in compliance with applicable law, will bear a legend to the following effect:

**“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS SECURITY.”**



- (iv) It understands that the Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Securities for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.
- (v) It understands that the Securities offered in reliance on Rule 144A will be represented by the 144A Global Security. Before any interest in the 144A Global Security may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the 144A Global Security, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

**Prospective purchasers are hereby notified that sellers of the Securities may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.**

### **Regulation S Global Securities**

Each purchaser of Securities or interest therein outside the United States pursuant to Regulation S and each subsequent purchaser of such Securities in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Base Prospectus and the Securities, will be deemed to have represented, agreed and acknowledged that:

- (i) It is, or at the time Securities are purchased will be, the beneficial owner of such Securities and (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.
- (ii) It understands that such Securities have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer such Securities except (a) in accordance with Rule 144A under the Securities Act to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or the account of a QIB that (I) is not a broker-dealer which owns and invests on a discretionary basis less than U.S.\$25 million in securities of unaffiliated issuers, (II) is not a participant-directed employee plan, such as a 401(k) plan, (III) was not formed for purposes of investing in the Issuer, (IV) is acquiring such Securities or interest for its own account or for the account of a QIB as to which it exercises sole investment discretion, (V) will provide notice of the transfer restrictions applicable to such Securities to any subsequent transferee (which transferee shall be deemed to make the same representations herein) and (VI) is aware, and each beneficial owner of such Securities has been advised, that the sale of such Securities or an interest therein to it is being made in reliance on Rule 144A, or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.
- (iii) It understands that such Securities, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following:

**“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.”**

- (iv) It understands that the Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.
- (v) It understands that the Securities offered in reliance on Regulation S will be represented by the Regulation S Global Security. Prior to the expiration of the distribution compliance period, before any interest in the Regulation S Global Security may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Global Security, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

### **Selling Restrictions**

No action has been or will be taken by the Issuer or the Dealers that would permit a public offering of the Securities or possession or distribution of any offering material in relation to the Securities in any jurisdiction where action for that purpose is required. No offer, sale or delivery of the Securities, or distribution or publication of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer.

### ***Australia***

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the “**Australian Corporations Act**”) in relation to the Securities has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”) or the ASX Limited (“**ASX**”) (or any successor thereto) or any other regulatory body or agency in Australia.

This Prospectus is not a product disclosure statement, prospectus or other type of disclosure document for the purposes of the Australian Corporations Act. Any offer or invitation is only an offer or invitation to make offers where the offer or invitation does not need disclosure to investors under Part 7.9 or Chapter 6D.2 of the Australian Corporations Act. No offer or application made following receipt of this Prospectus will be considered unless the offer or invitation does not need disclosure to investors under Part 7.9 or Chapter 6D.2 of the Act.

No person:

- (a) has made or invited, and will not make or invite, an offer of the Securities for issue, purchase or sale within, to or from Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, this Prospectus or any other offering material or advertisement relating to the Securities in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation

does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Australian Corporations Act;

- (ii) the offer or invitation does not constitute an offer to a “retail client” for the purposes of section 761G and 761GA of the Australian Corporations Act;
- (iii) such action complies with any applicable laws, regulations and directives (including without limitation, the licensing requirements set out in Chapter 7 of the Australian Corporations Act) in Australia; and
- (iv) such action does not require any document to be lodged with ASIC or the ASX (or any successor thereto) or any other regulatory body or agency in Australia.

Credit Suisse AG does not provide any tax advice; investors should seek their own independent tax advice regarding any tax consequences related to this product before making an investment decision.

### ***Dubai International Financial Centre***

This Prospectus relates to an Exempt Offer in accordance with the Markets Rules Module of the Dubai Financial Services Authority (the “**DFSA**”) Rulebook. This Prospectus is intended for distribution only to Professional Clients who are not natural persons. It must not be delivered to, or relied on by, any other person.

The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this Prospectus nor taken steps to verify the information set out in it, and has no responsibility for it. The Securities to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Securities offered should conduct their own due diligence on the Securities.

If you do not understand the contents of this Prospectus you should consult an authorised financial adviser.

The Securities may not be offered to any person in the Dubai International Financial Centre unless such offer is:

- (a) an “Exempt Offer” in accordance with the Markets Rules Module of the DFSA Rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA Rulebook.

### ***Egypt***

This Base Prospectus is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any purpose other than for the purposes contemplated in this Base Prospectus.

The Securities product described in this Base Prospectus have not been, and are not being, publicly offered, sold, promoted or advertised in Egypt. Further, this document does not constitute a public offer of securities in Egypt and is not intended to be a public offer of the product described in this Base Prospectus or the Reference Underlying in Egypt and is not intended to constitute a solicitation or inducement for the public to buy or subscribe in any of the products described in this Base Prospectus or the Reference Underlying described herein. Neither the Securities described in this Base Prospectus nor this document has been reviewed, filed or registered with the Egyptian Financial Regulatory Authority or other relevant authorities in Egypt.

### ***European Economic Area***

#### ***Public Offer Selling Restriction under the Prospectus Regulation***

In relation to each Member State of the EEA, no Securities which are the subject of the offering contemplated by

this Base Prospectus as completed by the final terms in relation thereto shall be offered or will be offered to the public in that Member State except that, such Securities may be offered to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”).

For the purposes of this provision, the expression an “**offer of Securities to the public**” in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

### ***Prohibition of sales to EEA Retail Investors***

The Securities 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 purposes of this provision:

- (a) 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 the Markets in Financial Instruments Directive (Directive 2014/65/EU) (as amended, “**MiFID II**”); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

Consequently, no key information document required by the PRIIPs Regulation for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

### ***Hong Kong***

The Securities (except for Securities which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**SFO**”), may not be offered or sold, in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in 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.

No person may 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 Securities, 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 Securities 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.

### **India**

No application has been submitted or will be submitted, nor any registration has been or will be sought, by or on behalf of the Issuer to or from any of the Indian governmental or regulatory authorities in connection with the advertising, offer, distribution or sale of the Securities in or from India and the Issuer does not intend to or will, directly or indirectly, advertise, offer, distribute or sell the Securities to persons resident in India (as such term is defined in the Foreign Exchange Management Act, 1999 and the Income-tax Act, 1961, as may be amended or supplemented from time to time). The Securities may not be advertised, offered, distributed or sold, directly or indirectly, to persons resident in India, except under circumstances that will result in or require compliance with applicable laws and regulations. Persons into whose possession this Base Prospectus (or any communication in relation to the Securities, including any Final Terms) or any Securities may come must inform themselves about, and observe, any such restrictions. The Securities may not be purchased by persons resident in India and purchase of the Securities by such persons are subject to legal and regulatory restrictions.

Neither this Base Prospectus (or any communication in relation to the Securities, including any Final Terms) nor any copy thereof may be sent, taken into or distributed in India or to any person resident in India.

It should be noted that if the Securities are deemed to be Offshore Derivative Instruments (“**ODIs**”) by virtue of being linked to any Indian Reference Underlying (for the purposes of this paragraph, “**Indian Reference Underlyings**” means the securities held by the Issuer or any of its Affiliates that are listed or proposed to be listed on any recognised stock exchange in India and/or as otherwise may be specified by the Securities and Exchange Board of India (“**SEBI**”) from time to time), the restrictions in sub-paragraphs (a) to (r) below shall also apply:

- (a) The Securities may only be offered, sold or delivered to a person: (i) registered as a Category I foreign portfolio investor; or (ii) eligible for registration as a Category I foreign portfolio investor (in terms of the FPI Regulations); or (iii) an entity that has an investment manager from a Financial Action Task Force member country, and such investment manager has undertaken the responsibility of all the acts of commission or omission of the Securityholder as set out in the Regulation 21 of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended from time to time, and notifications, circulars, rules and guidelines of the Securities and Exchange Board of India issued from time to time (collectively referred to as the “**FPI Regulations**”);
- (b) Each Securityholder is deemed to represent and agree that it will procure its nominees or associates/affiliates to promptly provide the Issuer and/or any of its associates/Affiliates (as the case may be) with such additional information that the Issuer and/or any of its associates/Affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of any relevant governmental or regulatory authority from time to time. Each Securityholder is deemed to represent and agree to the collection and processing of its or any of its nominees’, associates’ and affiliates’ (as the case may be) personal information and/or sensitive personal information (including, without limitation, the following data categories: name, last name, date and place of birth, address, national identification number and information on such persons’ “Indian Resident”, “Non-Resident Indian” and “Overseas Citizen of India” status, in relation to any procedures on identification and verification of identity and which may indicate ethnic origin and nationality information) (“**Personal Information**”) and the provision of such Personal Information to any relevant governmental or regulatory

authority for the purpose of complying with FPI Regulations or requests of any relevant governmental or regulatory authority from time to time. If the Securityholder:

- (i) would like to raise questions about the collection and use of Personal Information by the Issuer and/or any of its associates/affiliates (as the case maybe);
- (ii) wishes to exercise its potential rights regarding access to the data, and/or correction rights; or
- (iii) withdraws its consent to the collection and processing of Personal Information,

it shall inform the Issuer and/or any of its associates/affiliates (as the case may be) by sending a request to the following address: [dataaccessstransfer.crossborder@credit-suisse.com](mailto:dataaccessstransfer.crossborder@credit-suisse.com). The Issuer and/or any of its associates/affiliates (as the case may be) will respond to such request by the timeframe specified in any applicable law, or otherwise within a reasonable time;

- (c) Each Securityholder is deemed to represent and agree that it will provide such information and documents (including in relation to any procedures on identification and verification of identity) in relation to its beneficial owners (who are natural persons who ultimately own or control a foreign portfolio investor and should be identified in accordance with Rule 9 of the Prevention of Money-laundering (Maintenance of Records) Rules, 2005 (“**PML Rules**”) and the relevant provisions of the FPI Regulations, each as supplemented, amended and modified from time to time) (as may be requested by the Issuer and/or any of its associates/Affiliates (as the case may be)). Without prejudice to the generality of the foregoing, the Securityholder is deemed to represent and agree that it will promptly notify the Issuer and/or any of its associates/Affiliates (as the case may be) whenever a person or beneficiary which includes but is not limited to the below can be identified or in the case of any change from the previous notification by the Securityholder to the Issuer and/or any of its associates/Affiliates (as the case may be), and further provide such information and documents as required by the Issuer and/or any of its associates/Affiliates (as the case may be) promptly upon request (including in relation to any procedures on identification and verification of the identity of such person or beneficiary and the beneficial owner of such person or beneficiary):

- (i) where the Securityholder is a company, a person(s) who, whether acting alone or together, or through one or more persons, have a controlling ownership interest (which term shall have the same meaning as set out in Explanation 1 to clause (a) of sub rule (3) of Rule 9 of the PML Rules, which as of the date of this Base Prospectus, means ownership of or entitlement to more than 25% of shares or capital or profits of the company) or exercises control (which includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of shareholding or management rights or shareholders agreements or voting agreements or in any other manner) through other means;
- (ii) where the Securityholder is a trust, beneficiaries/persons exercising effective control with 15 per cent. or more interest in the trust, along with information and documents, if required, on the author of the trust and the trustee;
- (iii) where the Securityholder is a partnership firm, a person who, whether acting alone or together, or through one or more persons, has ownership of or entitlement to more than 15 per cent. of capital or profits of the partnership (where the Securityholder has a General Partner/ Limited Partnership structure, identification of the beneficial ownership will be on the ownership or entitlement basis and the control basis); and

- (iv) where the Securityholder is an unincorporated association or a body of individuals, a person who, whether acting alone or together, or through one or more persons, has ownership of or entitlement to more than 15 per cent. of the property or capital or profits of such association or body of individuals.

For avoidance of doubt, in case of investment by any fund, sub-fund, share class or similar structure, the information required to be provided under this sub-paragraph (c) shall extend to the specific fund, sub-fund, share class, or portfolio, or any other similar structure, investing in India.

Where (A) no material shareholder or beneficial owner is identified by applying the thresholds set out in sub-paragraph (c) immediately above; or (B) at any time a material shareholder or beneficial owner previously identified pursuant to sub-paragraph (c) immediately above falls below the relevant thresholds, the Securityholder is deemed to represent and agree that it will (I) in the case of sub-paragraph (B) above only, promptly notify the Issuer and/or any of its associates/Affiliates (as the case may be); and (II) in the case of both sub-paragraphs (A) and (B), promptly provide such information and documents (including in relation to any procedures on identification and verification of identity) as may be requested by the Issuer and/or any of its associates/Affiliates (as the case may be) including in relation to the natural person who holds the position of senior managing official of the Securityholder (for identification as beneficial owner, “senior managing official” shall mean an individual, as designated by the Securityholder, who holds a senior management position and makes key decisions relating to the Securityholder), the investment manager or the investment adviser or the person controlling investments of the Securityholder, or, the person who controls the operations of the Securityholder, and promptly notify the Issuer and/or any of its associates/Affiliates (as the case may be) in the case of any change in relation to the person holding such position or controlling the operations;

- (d) Each Securityholder is deemed to represent and agree that in respect of Securityholders coming from high risk jurisdictions (as designated by the Issuer at its own discretion) the materiality threshold set out above for identification of beneficial owner may be reduced to 10 per cent.. For the purposes of this sub-paragraph (d), “high risk jurisdiction” is as described at paragraph 2.2.4(g) of SEBI Master Circular No. SEBI/HO/MIRSD/DOP/ CIR/P/ 2019/113 dated October 15, 2019 viz., *inter alia*, “places where existence or effectiveness of action against money laundering or terror financing is suspect, intermediaries apart from being guided by the Financial Action Task Force (FATF) statements that inter alia identify such countries or geographic areas that do not or insufficiently apply the FATF Recommendations, published by the FATF on its website ([www.fatf-gafi.org](http://www.fatf-gafi.org)) from time to time, shall also independently access and consider other publicly available information along with any other information which they may have access to”
- (e) The Securities may only be offered, sold or delivered to a person that meets the eligibility criteria as set out in Regulation 4 of FPI Regulations, including but not limited to:
  - (i) The Securities may not be offered, sold or delivered to (A) an “Indian Resident”, (B) a “Non-resident Indian”, or (C) an “Overseas Citizen of India” (each of (A), (B) and (C), a “**Restricted Entity**”).

For the purposes of this paragraph (e)(i):

“**Indian Resident**” means a Person resident in India as described in section 2(v) of the Foreign Exchange Management Act, 1999 (“**FEMA**”), which, as at the date of this Base Prospectus, includes:

- (1) a person residing in India for more than one hundred and eighty-two days during the course of the preceding financial year but does not include:

- (A) a person who has gone out of India or who stays outside India, in either case, (I) for or on taking up employment outside India, (II) for carrying on outside India a business or vocation outside India, or (III) for any other purpose, in such circumstances as would indicate his intention to stay outside India for an uncertain period;
- (B) a person who has come to or stays in India, in either case, otherwise than (I) for or on taking up employment in India, (II) for carrying on in India a business or vocation in India, or (III) for any other purpose, in such circumstances as would indicate his intention to stay in India for an uncertain period;
- (2) any person or body corporate registered or incorporated in India;
- (3) an office, branch or agency in India owned or controlled by a person resident outside India;
- (4) an office, branch or agency outside India owned or controlled by a person resident in India.

For the purposes of this definition, “person resident outside India” shall have the meaning given to such term in Section 2(w) of the FEMA which, as of the date of this Base Prospectus, means a person who is not resident in India;

“**Non-Resident Indian**” has the meaning given to such term under rule 2 of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, which, as at the date of this Base Prospectus, means an individual resident outside India who is a citizen of India;

“**Overseas Citizen of India**” has the meaning given to such term under rule 2 of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, which, as at the date of this Base Prospectus, means an individual resident outside India who is registered as an Overseas Citizen of India Cardholder under Section 7(A) of the Citizenship Act, 1955;

“**Person**” has the meaning given to it in Section 2(u) of the FEMA, which, as of the date of this Base Prospectus, includes, (i) an individual, (ii) a Hindu Undivided Family, (iii) a company, (iv) a firm, (v) an association of persons or a body of individuals, whether incorporated or not, (vi) every artificial juridical person, not falling within any of the preceding sub-clauses, and (vii) any agency, office or branch owned or controlled by such person; and

- (ii) The Securities may not be offered, sold or delivered to any person/entity wherein:
  - (A) Contribution of a single Restricted Entity is 25 per cent. or above of the total contribution in the corpus of the Securityholder; or
  - (B) Aggregate contribution of Restricted Entities is 50 per cent. or above of the total contribution in the corpus of the Securityholder; or
  - (C) A Restricted Entity is in control of the Securityholder, except where:
    - (I) the Securityholder is an “offshore fund” for which a no-objection certificate has been provided by SEBI in terms of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996; or
    - (II) the Securityholder is controlled by investment managers (which are controlled and/or owned by Restricted Entity) who are either (A) Appropriately Regulated in their home jurisdiction and registered with SEBI as a non-investing foreign portfolio investor; or (B) incorporated or setup under Indian laws and appropriately registered with SEBI.



In the case of sub-paragraphs (A) and (B) above, the contribution of resident Indians is permitted if made through the Liberalised Remittance Scheme approved by the Reserve Bank of India in global funds whose Indian exposure is less than 50 per cent.

For the purposes of this paragraph (e)(ii):

“**Appropriately Regulated**” is defined in Regulation 2(1)(b) of the FPI Regulations, which, as of the date of this Base Prospectus, means a person regulated by the securities market regulator or the banking regulator of home jurisdiction or otherwise, in the same capacity in which it proposes to make investments in India;

“**control**” includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner; and

an “**investment manager**” means an entity performing the role of investment management, or any equivalent role, including trustee.

- (iii) The Securities may not be offered, sold or delivered where a person as well as their underlying investor(s) contributing 25 per cent. or more of the corpus or identified on the basis of control, is:
  - (A) mentioned in the Sanctions List notified by the United Nations Security Council; or
  - (B) resident of a country identified in the public statement of Financial Action Task Force as:
    - (I) a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply; or
    - (II) a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies;
- (iv) The Securities may only be offered, sold or delivered to a person who:
  - (A) is a resident of a country whose securities market regulator is a signatory to International Organization of Securities Commission’s Multilateral Memorandum of Understanding (Appendix A Signatories) or a signatory to bilateral Memorandum of Understanding with SEBI (which term shall mean a Bilateral Memorandum of Understanding between SEBI and the overseas regulator that, inter alia, provides for information sharing arrangements under Section 11(2)(ib) of the SEBI Act, 1992) or, in the case of a Securityholder being a Government or Government related investor, a resident of a country otherwise approved by the Government of India for the purposes of registration of foreign portfolio investors;
  - (B) where the person is a bank, is a resident of a country whose central bank is a member of Bank for International Settlements, or is a central bank;

For the purpose of sub-paragraphs (iv)(A) and (iv)(B), “resident” may be determined on the basis of paragraph 2(i) under Part A of the Operational Guidelines<sup>19</sup>, which states that residency status may be ascertained from the place of incorporation/establishment through appropriate document or information such as any identification/ registration document issued by applicable regulator or the Income Tax authority.

- (C) is a fit and proper person based on the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008;
- (f) Each Securityholder is deemed to represent and agree that the Securities are being purchased and will be held by the Securityholder as a principal for its own account and not as an agent, nominee, trustee or representative of any other person/entity and that the Securityholder has not entered into any agreement or arrangement for the issuances of back-to-back ODIs against the Securities. For the purposes of this sub-paragraph (f), “**back-to-back ODIs**” shall not include any ODI issued by a Securityholder who is a foreign portfolio investor and has disclosed the terms and parties to such back-to-back ODI in the form and manner prescribed by the Securities and Exchange Board of India pursuant to the FPI Regulations (in particular under Regulation 21(3) of the FPI Regulations) Also, in terms of the explanation to Regulation 21(1)(b), where an entity has an investment manager who is from the Financial Action Task Force member country, the investment manager shall not be required to be registered as a Category I foreign portfolio investor;
- (g) Each Securityholder is deemed to represent and agree that it is not purchasing the Securities with the intent of circumventing or otherwise avoiding any requirements applicable under any laws applicable in India (including, without limitation, the FPI Regulations and any restrictions with respect to subscriptions, issuances and/or other dealings of or in ODIs, directly or indirectly, by entities not being eligible to issue, subscribe to, deal in or otherwise be involved in ODIs, or laws governing dealing in the securities market, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Markets) Regulations, 2003 and Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, each as amended from time to time, together with any modifications thereto or re-enactments thereof);
- (h) Each Securityholder is deemed to represent and agree that it will ensure that investment (including, synthetically through ODIs) by the Securityholder, whether directly in its own name as a foreign portfolio investor or as an ODI subscriber, or by entities in the Investor Group to which the Securityholder belongs, in equity shares of an Indian company is below ten percent of the total paid-up equity capital of the company on a fully diluted basis and the Securityholder shall provide information in this regard to the Issuer, as and when and in such form and manner as may be required.

For the purposes of this sub-paragraph (h), “**Investor Group**” is defined under Regulation 22(3) of the FPI Regulations read with paragraph 1 under Part C of the Operational Guidelines, which, as of the date of this Base Prospectus, shall include:

- (1) in case of individual investors, the individual and his/her relatives, within the meaning of Section 2(77) of the Companies Act, 2013 (as on the date of this Base Prospectus, Section 2(77) of the

<sup>19</sup> In addition to the applicable Operational Guidelines, SEBI, on October 1, 2020, had issued a circular in relation to “Framework for monitoring of foreign holding in Depository Receipts” (“**DR Circular**”). The DR Circular is applicable to FPIs and foreign depositories, whereby all FPIs are required to inter alia fulfil their obligations in terms of reporting to their designated depository participant, providing the details of (a) other FPIs forming part of the same investor group; and (b) ODI subscribers and / or Depository Receipt holders having common ownership, directly or indirectly, of more than fifty percent or on the basis of common control. Further, a FPI has to be identified to be appointed as a nodal entity which will be required to fulfil its reporting obligations to its domestic custodian. However, the DR Circular is presently kept in abeyance by SEBI.

Companies Act, 2013 defines “relative”, with reference to any person, as anyone who is related to another, if:

- (A) they are members of a Hindu Undivided Family;
  - (B) they are husband and wife; or
  - (C) one person is related to the other in such manner as may be prescribed)); and
- (2) in case of other investors, all such entities having common ownership, directly or indirectly, of more than 50 per cent. or common control.

For the purpose of this sub-paragraph (2), “common control” shall not be considered where:

- (A) the Securityholder is an Appropriately Regulated retail fund;
- (B) the investors in the Securityholder are public retail funds majority owned by Appropriately Regulated public retail funds on a look-through basis;
- (C) the Securityholder is a public retail fund and the investment managers of the fund are Appropriately Regulated.

For the purpose of the foregoing, a public retail fund is defined under Explanation to Regulation 22(4)(c) of the FPI Regulations to mean: (I) mutual funds or unit trusts which are open for subscription to retail investors and which do not have specific investor type requirements like accredited investors; (II) insurance companies where segregated portfolio with one to one correlation with a single investor is not maintained; and (III) pension funds;

- (i) For the purpose of the foregoing, “Appropriately Regulated” is defined in Regulation 2(1)(b) of the FPI Regulations, which, as of the date of this Base Prospectus, means a person regulated by the securities market regulator or the banking regulator of home jurisdiction or otherwise, in the same capacity in which it proposes to make investments in India; Each Securityholder is deemed to represent and agree that purchase of the Securities by the Securityholder does not violate any applicable laws (including, without limitation, any legislations, rules, regulations, notifications, circulars or guidelines), or, any orders or directives, which may be issued from time to time, including in relation to the eligibility and permissibility of the Securityholder to purchase the Securities;
- (j) Each Securityholder is deemed to represent and agree that it shall not, and shall ensure that none of its respective nominees, associates or affiliates shall sell, transfer, assign, novate or otherwise dispose of any Securities or any interest in any Securities to, or enter into any agreement or arrangement for the issuance of back-to-back ODIs against the Securities or enter into an agreement or arrangement with respect to any of the foregoing (each, a “**Transfer**”) with, any person/entity which is not eligible to, directly or indirectly, issue, subscribe to, deal in or otherwise be involved in ODIs. Save for any Transfer(s) to an Approved Entity or Pre-Approved Transferee pursuant to the paragraph below, prior to any Transfer being undertaken in respect of any Security:
  - (i) the prior written consent of the Issuer and/or the Issuer’s associates/affiliates shall be obtained by the Securityholder; and
    - (A) the Securityholder shall issue a written notice (“**Transfer Notice**”) to the Issuer in such form as the Issuer may determine for the purpose of obtaining such prior written consent; and
    - (B) the Issuer and/or its associates/affiliates shall have absolute discretion in granting or withholding such prior written consent;

- (ii) upon receipt of the Transfer Notice, the Issuer, its associates and affiliates shall have the right to require the person/entity to whom the Transfer is proposed to be made (“**Proposed Transferee**”) to provide, and the Securityholder shall procure that the Proposed Transferee promptly provides the Issuer or its associates/affiliates (as the case may be) with all such information that the Issuer or its associates/affiliates (as the case may be) may require with respect to its or their client on-boarding programme, policies or procedures, anti-money laundering programme, or other such programme (as the case may be) (collectively, “**Client Identification Programme**”); and
- (iii) the Proposed Transferee shall issue a written undertaking (“**Transferee Undertaking**”) to the Issuer in such form as the Issuer or its associates/affiliates may determine.

For the avoidance of doubt, it is clarified that this sub-paragraph (j) shall not apply: (I) in the event the Transfer is pursuant to buy-back or redemption of the Securities by the Issuer or its associates/affiliates, or (II) to the registration on behalf of the Securityholder in the name of any custodian, sub-custodian or nominee. Further, a Proposed Transferee who has obtained the written consent of the Issuer or that of its associates/affiliates in respect of a Transfer pursuant to this sub-paragraph (j) shall for the purposes hereof hereafter constitute a “**Pre-Approved Transferee**”;

- (k) Each Securityholder is deemed to represent and agree that in the case where the Securityholder or its nominees, associates or affiliates sell, transfer, assign, novate or otherwise dispose of any Securities, or any interest in any Securities, to, or enter into any back-to-back ODI or enter into an agreement or arrangement with respect to any of the foregoing with, an Approved Entity (described as such under the relevant master purchase agreement) (an “**Approved Entity**”) or a Pre-Approved Transferee (each, an “**Approved Entity/Pre-Approved Transferee Transfer**”), the Securityholder shall issue a written notice to the Issuer in such form as the Issuer may determine within two (2) Business Days after the Approved Entity/Pre-Approved Transferee Transfer.

For the purposes of this sub-paragraph (k) and sub-paragraph (j) above, a “**back-to-back ODI**” shall not include the issue of any ODI by a Securityholder who is a foreign portfolio investor and makes monthly or periodic disclosure of Securities to the Securities and Exchange Board of India and will disclose the terms and parties to such back-to-back ODI in the form and manner prescribed by the Securities and Exchange Board of India pursuant to the FPI Regulations (in particular under Regulation 21(3) of the FPI Regulations);

- (l) Each Securityholder is deemed to represent and agree that in the case where the Securityholder changes investment managers/advisers/sub-managers/sub-advisers (each, an “**Manager/Adviser Transfer**”), the Securityholder shall issue a written notice to the Issuer in such form as the Issuer may determine thirty (30) Business Days prior to the Manager/Adviser Transfer;
- (m) Each Securityholder is deemed to represent and agree that the Issuer and its associates/affiliates are authorised to provide information in their possession regarding the Securityholder, each Proposed Transferee, the nominees or associates/affiliates of the Securityholder and/or each Proposed Transferee, each Security and any breach of the terms of sub-paragraphs (a) to (r) herein to any Indian governmental or regulatory authorities (each an “**Authority**”) as the Issuer or its associates/affiliates reasonably deems necessary or appropriate in order to comply with regulations or requests of such Authority from time to time, including, but not limited to, disclosures in periodic reportings made by the Issuer or its associates/affiliates to any Authority;
- (n) Each Securityholder is deemed to represent and agree that the Issuer and/or its associates/affiliates may, to the extent required to comply with applicable laws, regulations, notifications, circulars, rules, guidelines, clarifications, directions, orders and/or decrees issued by a governmental or regulatory authority, issue a

written notice to the Securityholder, unilaterally amending the terms of sub-paragraphs (a) to (r) herein and such written notice shall be effective and deemed agreed and accepted by the Securityholder when issued;

- (o) Each Securityholder is deemed to represent and agree that that non-compliance with, or breach, violation or contravention of, any terms or obligations set out in this Base Prospectus (including, without limitation, any restrictions with respect to a Transfer) (“**ODI Holder Obligations**”) may result in non-compliance with, or breach, violation or contravention of, applicable laws, rules, regulations, governmental orders or directions, or in regulatory sanctions or other actions against the Issuer and/or its associates/affiliates and may cause irreparable harm to the Issuer and/or its associates/affiliates. Accordingly, each Securityholder further acknowledges that, in the event of any non-compliance with, or breach, violation or contravention of any ODI Holder Obligations by the Securityholder, the Issuer and/or its associates/affiliates may notify any Authority of any such breach, violation or contravention and exercise any rights and take any measures available to it under the terms of any ODI or this notice, or any other measures to prevent, avoid, mitigate, remedy or cure such non-compliance, breach, violation or contravention, including but not limited to termination of the ODIs by the Issuer or its associates/affiliates;
- (p) Each Securityholder is deemed to represent and agree that it shall promptly notify the Issuer and/or its associates/affiliates, as appropriate, should any of the representations, warranties, acknowledgements, agreements, undertakings and material information (including any direct or indirect change in structure or ownership or control) deemed to be given by it under sub-paragraphs (a) to (r) herein, whether in respect of itself or otherwise, be in breach, changes or no longer holds true after the Issue Date of the Securities which it holds;
- (q) Each Securityholder is deemed to represent and agree that all the provisions of sub-paragraphs (a) to (r) herein shall survive the termination of any Security which is the subject matter of sub-paragraphs (a) to (r) herein and that the terms of sub-paragraphs (a) to (r) herein shall be deemed to be restated upon issuance of each Security; and
- (r) Each Securityholder is deemed to represent and agree that if, at any time, any provision of sub-paragraphs (a) to (r) herein is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

### ***Korea***

The Securities have not been and will not be registered under the Financial Investment Services and Capital Markets Act of Korea. The Securities may not be offered, sold or delivered, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea (as defined in the Foreign Exchange Transactions Law of Korea and the decrees and regulations thereunder), or to any other person for reoffering, resale or re-delivery, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea, except as otherwise permitted by applicable Korean laws and regulations. Without prejudice to the foregoing, the number of the Securities offered in Korea or to a resident in Korea shall be less than fifty, and for a period of one year from the Issue Date of the Securities, none of the Securities may be divided resulting in an increase number of the Securities. Furthermore, the Securities may not be resold to Korean residents unless the purchaser of the Securities complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the Foreign Exchange Transactions Law of Korea and the decrees and regulations thereunder) in connection with the purchase of the Securities.

***Kuwait***

This document is not for general circulation to the public in Kuwait. The Securities have not been licensed for offering in Kuwait by the Kuwait Capital Markets Authority or any other relevant Kuwaiti government agency. The offering of the Securities in Kuwait on the basis of a private placement or public offering is, therefore, restricted in accordance with Law No. 7 of 2010 (as amended) and the bylaws thereto (as amended). No private or public offering of the Securities is being made in Kuwait, and no agreement relating to the sale of the Securities will be concluded in Kuwait. No marketing or solicitation or inducement activities are being used to offer or market the Securities in Kuwait.

***Malaysia***

No prospectus in relation to the Securities has been registered with the Securities Commission of Malaysia (“SC”) pursuant to the Capital Markets and Services Act 2007 of Malaysia (“CMSA”). The Securities shall not be offered for subscription or sold, directly or indirectly, nor may an invitation or offer to subscribe for or sell such Securities be made in Malaysia unless such offer or invitation has been approved by the SC or is otherwise exempted under Schedule 5 of CMSA, and it is exclusively made to persons specified under Schedules 6 and 7 of the CMSA, which shall include, *inter alia*, sophisticated investors, holder(s) of capital markets services licences and persons outside Malaysia.

***Pakistan***

The Securities are not being offered or sold and may not be offered or sold directly or indirectly in Pakistan or to or for the account or benefit of:

- (i) any Resident of Pakistan for the purpose of the Foreign Exchange Manual and the Foreign Exchange Regulation Act, 1947 (a “**Resident of Pakistan**”);
- (ii) any entity owned in whole or in part, directly or indirectly by one or more Residents of Pakistan; or
- (iii) any person whose purchase of the Securities is financed, whether directly or indirectly, from moneys financed by or sourced from any Resident of Pakistan.

***People’s Republic of China***

The Securities may not be offered, sold or delivered, directly or indirectly, in the People’s Republic of China (excluding Hong Kong, Macau and Taiwan) (the “**PRC**”) except in accordance with applicable PRC laws and regulations and, if the Securities are linked to the PRC Securities (as defined below), such Securities may not be offered, sold or delivered, directly or indirectly, to:

- (a) any person unless:
  - (i) it is not a PRC Resident or an entity incorporated or registered under the laws of the PRC;
  - (ii) if it is a PRC Resident, it is using funds lawfully owned by it and located outside the PRC to make investments in the Securities; or
  - (iii) if it is an entity incorporated or registered under the laws of the PRC, its investment in the Securities has been conducted pursuant to any programme approved by, or any other approval of, any competent PRC regulator;

and its investment in the Securities does not violate the laws and regulations of the PRC, including those in relation to foreign exchange control and reporting; where

“**PRC Resident**” means a person who is a citizen of the PRC and does not have permanent right of abode in a jurisdiction outside the PRC; or

- (b) if there are any Securities for which “ChiNext Shares” or “STAR Shares” is specified in relation to the Reference Underlying, to each owner and beneficial owner of such Securities who is not an Eligible Investor; or
- (c) any person incorporated, domiciled or resident in Taiwan or owned or controlled by a person(s) or entity(ies), incorporated, domiciled or resident in Taiwan (collectively, a “**Taiwan Related Party**”), unless the person:
  - (i) (a) is not prohibited by any applicable Taiwan law, regulation, self-regulatory guideline or policy applicable to dealings by Taiwan Related Parties with Mainland China (“**Cross Straits Rules**”) from purchasing the relevant Securities and (b) will, in making such purchase, be in full compliance with any limitations under the Cross Straits Rules or otherwise on the amount, scope or nature of investments by him/her/it in Securities;
  - (ii) is not acquiring the PRC Share Securities or PRC Index Securities for the purpose of gaining or exercising control or influence, directly or indirectly, over the management of any company incorporated in the PRC; and
  - (iii) acknowledges and understands that it is its sole responsibility to determine, based on its own evaluation and advice from its professional advisers, that the purchase by it of the Securities complies with the Cross Straits Rules and that it shall place no reliance whatsoever on the Issuer, any Dealer or its nominated affiliate in such regard.

“**PRC Securities**” means any shares, bonds, warrants or other securities listed on any stock exchange in the PRC, securities investment funds quoted in Renminbi or any other financial instruments in which a qualified foreign investor may from time to time invest pursuant to applicable PRC laws and regulations.

“**Renminbi**” means the lawful currency of the PRC, which for the purposes of the Conditions excludes Hong Kong, Macau and Taiwan.

### ***Qatar and the Qatar Financial Centre***

This document is provided on an exclusive basis to the specifically intended recipient (being a qualified investor as intended to be described by the Qatar Financial Markets Authority or the Qatar Financial Centre Regulatory Authority) in the State of Qatar (including Qatar Financial Centre) thereof, upon that person’s request and initiative, and for the recipient’s personal use only.

Nothing in this document constitutes, is intended to constitute, shall be treated as constituting or shall be deemed to constitute (i) any offer or sale of securities in the State of Qatar or the Qatar Financial Centre (the “**QFC**”), (ii) the inward marketing of securities or (iii) an attempt to do business, as a bank, an investment company or otherwise in the State of Qatar or the QFC, other than in compliance with any applicable laws in the State of Qatar or the QFC governing the issue, offering and sale of securities.

This document and the underlying instruments have not been reviewed, approved, registered or licensed by the Qatar Central Bank, the Qatar Financial Centre Regulatory Authority, the Qatar Financial Markets Authority or any other regulator in the State of Qatar.

Recourse against the Issuer and any Dealers, if appointed, and those involved with them, may be limited or difficult and may have to be pursued in a jurisdiction outside Qatar and the QFC.

Any distribution of this document by the recipient to third parties in Qatar or the QFC beyond the terms hereof is not authorised and shall be at the liability of such recipient.

### ***Russia***

The Base Prospectus or information contained therein is not an offer, or an invitation to make offers, to sell, exchange or otherwise transfer securities and/or foreign financial instruments in the Russian Federation to or for the benefit of any Russian person or entity and does not constitute an advertisement, individualised investment recommendation or offering of Securities in the Russian Federation within the meaning of Russian securities laws. Information contained in the Base Prospectus is not intended for any persons in the Russian Federation who are not “qualified investors” within the meaning of Article 51.2 of the Federal Law no. 39-FZ “On the Securities Market” dated 22nd April 1996, as amended (the “**Russian QIs**”) and must not be distributed or circulated into the Russian Federation or made available in the Russian Federation to any persons who are not Russian QIs, unless and to the extent they are otherwise permitted to access such information under Russian law. The Securities have not been and will not be registered in Russia and are not intended for “offering”, “placement” or “circulation” in the Russian Federation (each as defined in Russian securities laws) unless and to the extent otherwise permitted under Russian law.

### ***Saudi Arabia***

This document does not constitute an offer to persons in Saudi Arabia and may not be distributed in Saudi Arabia except in accordance with the requirements of, and to such persons permitted under the Rules on the Offers of Securities and Continuing Obligations issued by the Saudi Arabian Capital Market Authority (“**CMA**”).

The **CMA** does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the Securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the Securities. If you do not understand the contents of this document you should consult an authorised financial adviser.

Where the Securities are linked to any Reference Underlying listed on the Saudi Stock Exchange (Tadawul) (“**Underlying Saudi Company**”), each Securityholder is deemed to represent and agree that it: (A) acknowledges that in accordance with the Rules for Qualified Foreign Financial Institutions Investment in Listed Securities issued by the CMA (the “**QFI Rules**”) the direct purchase or ownership of any shares listed on the Tadawul by foreign investors is not permitted unless the investor is a Qualified Foreign Investor accepted as a client by an Capital Market Institution, and that any purchases or ownership of such Securities by a Qualified Foreign Investor must be in accordance with and subject to the restrictions set out in the QFI Rules; (B) is aware of the terms of the CMA Board of Commissioners resolution 2-28-2008 dated 18th August 2008 as amended by subsequent resolutions, the most recent of which is the CMA Board of Commissioners resolution (referred to in CMA circular dated 03/05/2018) (“**CMA Resolution**”), which allows “Capital Market Institutions” to enter into swap agreements with non-resident foreign investors, whether institutions or individuals, to transfer the economic benefits of shares which are listed on the Tadawul. Pursuant to the conditions specified in the CMA Resolution, Capital Market Institutions are prohibited from entering into swap agreements or executing any swap transaction with the following parties: (i) Qualified Financial Investors (as defined in the QFI Rules); (ii) citizens of the Cooperation Council for the Arab States of the Gulf (the natural persons who hold the citizenship of one of the Cooperation Council for the Arab States of the Gulf countries, or legal persons (a) the capital of which is majority owned by citizens or governments of the Cooperation Council for the Arab States of the Gulf; and (b) that hold the citizenship for the Cooperation Council for the Arab States of the Gulf countries in accordance with the definition set out in the resolution of the Supreme Council of the Cooperation Council for the Arab States of the Gulf in its 15<sup>th</sup> session approved by the Council of Ministers Resolution number 16 dated 20/01/1418H); (iii) foreign investors residing in Saudi Arabia; and (iv) a foreign person other than those referred to in (i) to (iii) above, that owns securities of a company listed on the Tadawul in relation to swap transactions that involve the shares and convertible debt instruments of that listed company. In addition, the CMA Resolution stipulates that the total securities underlying a swap transaction for each securityholder must not reach 10% or more of the shares of any issuer whose shares are listed or convertible debt instrument of the issuer.



Capital Market Institutions retain the legal ownership of such shares and, pursuant to the conditions specified in the CMA Resolution, Capital Market Institutions are required to provide certain information on beneficiaries who obtain the economic benefits of such shares; (C) consents to the Issuer and/or its Affiliates providing such information as may be requested by the CMA, including, without limitation, the full legal name of the beneficial owner of the Securities, its country of origin and the names and quantities of the underlying shares (the “**CMA Required Information**”) and to make any notifications and/or reports to the CMA and undertakes to provide such information, in a timely manner, to the Issuer and/or its Affiliates upon request; and (D) acknowledges that the CMA reserves the right to instruct the Issuer and/or its Affiliates or any other entity through which the Issuer hedges the Securities to impose any qualitative or quantitative restrictions or any other requirements on any swap agreement corresponding to the Securities or on the ultimate beneficial investors. Accordingly, the holder of the Securities acknowledges that the Issuer and/or its Affiliates may be obliged to give effect to such restrictions or requirements and may do so in such manner as the Issuer deems most expedient, whether by terminating or amending the terms of the Securities.

### *Singapore*

This Base Prospectus has not been and will not be registered as a prospectus with the MAS. Accordingly, this Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

- (i) to an institutional investor (as defined in Section 4A of 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 to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and, where applicable, the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities 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 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 (as defined in Section 2(1) of the SFA) or securities-based derivatives contracts (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 Securities 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(2) 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 of Singapore.

Where Securities are issued under the Programme by Credit Suisse AG, Singapore Branch, (a) the Securities, if denominated in Singapore dollars, will have an original maturity period of not less than 12 months; or (b) the Securities, if denominated in Singapore dollars and with an original maturity period of less than 12 months, will have a denomination of not less than SGD 200,000; or (c) the Securities will be denominated in a currency other than Singapore dollars; or (d) the Securities will be issued in other circumstances which do not constitute a contravention of the Guidelines for Operation of Wholesale Banks and such that the Securities do not constitute a “deposit” for the purposes of the Banking Act, Chapter 19 of Singapore.

Where (a) the Issuer of the Securities is Credit Suisse AG, Singapore Branch, (b) the Securities are denominated in Singapore dollars, and (c) the Securities have a specified denomination of less than SGD 200,000:

- (a) the place of booking of the issue is the Singapore Branch of Credit Suisse AG; and
- (b) repayment under each Security is not secured by any means.

### ***Singapore SFA Product Classification***

In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of Securities, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Securities are capital markets products other than ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in the MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and in the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Unless otherwise exempted under the CMP Regulations 2018, prior to the offer of any Securities, the Issuer will provide written notice in accordance with Section 309B(1)(c) of the SFA to the Dealers if (a) there is a change in the classification of the Securities as capital markets products other than prescribed capital markets products and Specified Investment Products or (b) there are any other dealers who are not Dealer(s) at launch of the offering

### ***Switzerland***

This document is not intended to constitute an offer or solicitation to purchase or invest in the Securities described herein. The Securities may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland to private clients within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland.

Neither this document nor any other offering or marketing material relating to the Securities constitutes a prospectus pursuant to FinSA and no such prospectus has been or will be prepared for or in connection with the offering of the Securities. Neither this document nor any other offering or marketing material relating to the Securities may be publicly distributed or otherwise made publicly available to private clients in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, nor the Issuer nor the Securities have been or will be filed with or approved by any Swiss regulatory authority.

Any Securities with a maturity of one year or longer may not be sold to Swiss resident private investors in any case.

**Taiwan**

The Securities may not be sold, offered or issued to Taiwan resident investors unless (a) they are made available outside Taiwan for purchase by such investors outside Taiwan or (b) they are being sold, offered or issued to Taiwan resident investors in compliance with the applicable Taiwanese laws and regulations.

Securities linked to shares of companies incorporated in the PRC that are listed on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange and quoted in Renminbi may be made available outside Taiwan to Taiwan resident investors otherwise legally permitted to invest in such products so long as such investors are not investing therein for purposes of gaining or exercising control or influence, directly or indirectly, over the management of any company incorporated in the PRC, but are not permitted to be offered, marketed, sold or issued in Taiwan.

Where the Securities are linked to any Reference Underlying listed in Taiwan (“**Taiwanese Reference Underlyings**”), the Securities may only be made available for purchase in circumstances where the purchase of Securities linked to Taiwanese Reference Underlyings is not funded, directly or indirectly, from moneys financed by or sourced from Taiwan or PRC sources and where the purchaser and its beneficial owners or controllers do not fall in the categories of persons who are not allowed to trade and own such Securities set out in paragraphs (a) to (h) below. The Securities may not be offered, sold or delivered to the following categories of persons:

- (a) nationals of Taiwan or individuals known, or reasonably believed, to be representing the interests of Taiwanese citizens;
- (b) individuals domiciled or companies incorporated in Taiwan;
- (c) overseas companies beneficially owned or controlled by Taiwanese nationals;
- (d) Taiwanese insiders intending to trade their companies’ shares. For the purpose of this paragraph, any director, supervisor, manager, or shareholder holding more than ten (10) percent of the shares of the company directly or indirectly via a spouse, minor child or nominee is deemed an insider of such company the shares of which are traded on the Taiwan Stock Exchange or Taipei Exchange (previously known as GreTai Securities Market);
- (e) offshore personal investment companies of which any of those listed in the paragraphs (a) to (d) above is a beneficial owner;
- (f) nationals of the PRC or individuals known, or reasonably believed, to be representing the interests of PRC citizens;
- (g) individuals domiciled or companies incorporated in the PRC; and
- (h) overseas companies beneficially owned or controlled by PRC nationals, individuals, companies, organizations or institutions (collectively “**PRC Investor**”). For the purpose of this paragraph, “owned” means the PRC Investor holds directly or indirectly more than thirty (30) percent of the shares in or contributes more than thirty (30) percent of the capital of the overseas company; and “controlled” means the PRC Investor has control power over such overseas company, which comprises of any of the following:
  - (i) the PRC Investor has control over the majority of the votes of the overseas company pursuant to its agreement with other investors;
  - (ii) the PRC Investor has control over the financial, operational, and/or human resources policies of the overseas company pursuant to law or regulations or contractual commitments, including but not limited to: (A) the PRC Investor is actually in-charge of the operation of the overseas company pursuant to a joint-venture or joint-management agreement; (B) the PRC Investor can appoint the

chief executive officer of the overseas company; (C) the PRC Investor extends loans to or guarantees the debts of the overseas company where the amount or value of such loan or guaranty equals to or exceeds one-third of the total assets of the overseas company;

- (iii) the PRC Investor has the right to appoint or discharge a majority of the directors on the board (or organization determining the company's operational policies), which has control over the overseas company's operations;
- (iv) the PRC Investor has control over the majority of the votes of the directors on the board (or organization determining the company's operational policies), which has control over the overseas company's operations; or
- (v) the PRC Investor has otherwise any form of control power over the overseas company as defined under the International Financial Reporting Standards or R.O.C. Statements of Auditing Standards.

### ***United Kingdom***

#### ***Public Offer Selling Restriction under the Prospectus Regulation***

No Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto shall be offered or will be offered to the public in United Kingdom (the “UK”) except that such Securities may be offered to the public in the UK:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the Regulation (EU) 2017/1129 as it forms part of “retained EU law”, as defined in the European Union (Withdrawal) Act 2018 (“EUWA”) (the “UK Prospectus Regulation”);
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at time in any other circumstances falling within section 86 of the UK Financial Services and Markets Act 2000 (the “FSMA”, as amended),

provided that no such offer of Securities referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision the expression “**an offer of Notes to the public**” in relation to any Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

#### ***Prohibition of sales to UK Retail Investors***

The Securities 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 UK. For purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of:
  - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of “retained EU law”, as defined in the EUWA; or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not

qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of “retained EU law”, as defined in the EUWA; or

- (iii) not a qualified investor as defined in the UK Prospectus Regulation; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of “retained EU law”, as defined in the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

***Other UK regulatory restrictions***

The Securities may only be sold, offered or issued:

- (a) in relation to any Securities which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of Section 19 of the FSMA by CS;
- (b) in compliance with all applicable provisions of the FSMA with respect to anything done in relation to any Securities in, from or otherwise involving the UK; and
- (c) if by means of any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA), where such invitation or inducement to engage in investment activity is communicated in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

***United Arab Emirates (excluding the Dubai International Financial Centre)***

This Prospectus may not be distributed in the UAE other than to investors:

- (a) who qualify as professional investors as defined in the Securities and Commodities Authority (“SCA”) Rulebook; or
- (b) at their sole initiative, upon their request and confirmation that they understand the contents of this Prospectus.

The Securities will be sold outside the UAE and no Securities have been or are being publicly offered, sold, promoted or advertised in the UAE other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities. The information contained in this Prospectus does not constitute a public offer of the Securities in the UAE. This Prospectus and any relevant documents have not been approved by, or deposited with, the UAE Central Bank, SCA or any other relevant licensing authorities or governmental agencies in the UAE.

This Prospectus must not be shown, made available or provided to any person other than the original recipient and may not be reproduced or used for any other purpose. If you do not understand the contents of this Prospectus you should consult an authorised financial adviser.

### *United States of America*

The Securities have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States. The Securities may not be offered, sold, pledged or otherwise transferred nor may transactions in such Securities be executed, at any time, within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from, or a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each distributor (the term “**distributor**” includes the Issuer and any Dealers, if appointed) has agreed and each further distributor appointed under the Programme will be required to agree that, except (where the Issuer has appointed one or more distributors in addition to itself) as permitted by the terms of the relevant agreement between the Issuer and such distributor, it will not offer or sell Securities (i) as part of the distributor’s distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of an identifiable tranche of which such Securities are a part, as determined and certified to the Principal Paying Agent by the relevant distributor (or, in the case of an identifiable tranche of Securities sold to or through more than one distributor, by each of such distributors with respect to Securities of an identifiable tranche purchased by or through it, in which case the Principal Paying Agent shall notify such distributor when all such distributors have so certified), within the United States or to, or for the account or benefit of, U.S. persons except to certain QIBs in reliance on Rule 144A, and (where the Issuer has appointed one or more distributors in addition to itself) it will have sent to each distributor to which it sells Securities during the distribution compliance period (other than resales pursuant to Rule 144A) a confirmation or other notice setting out the restrictions on offers and sales of the Securities 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 Securities are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. The distributors may directly or through their respective U.S. broker-dealer affiliates arrange for the offer and resale of Securities within the United States only to QIBs, purchasing for its or their own account or for the account of a QIB, in reliance on Rule 144A.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Securities, an offer or sale of such Securities within the United States by any distributor (whether or not participating in the offering of such tranche of Securities) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Securities outside the United States and/or for the resale of the Securities in the United States. The Issuer and the distributors reserve the right to reject any offer to purchase the Securities, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States or to any U.S. person, other than any QIB to whom an offer has been made directly by one of the distributors or its U.S. broker-dealer affiliate. Distribution of this Base Prospectus by any non-U.S. person outside the United States or by any QIB in the United States to any U.S. person or to any other person within the United States, other than any QIB and those persons, if any, retained to advise such non-U.S. person or QIB with respect thereto, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, other than any QIB and those persons, if any, retained to advise such non-U.S. person or QIB, is prohibited.

It is expected that delivery of the Securities will be made against payment therefor on or about a date which will occur more than two business days after the date of pricing of the Securities which date may be specified in the Final

Terms (“**Settlement Date**”). Pursuant to Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, if the Settlement Date is more than two business days after the date of pricing of the Securities, purchasers who wish to trade Securities more than two business days prior to the Settlement Date will be required, by virtue of the fact that the Securities may initially settle on or about a date which will occur more than two business days after the date of pricing of the Securities, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of Securities who wish to trade Securities on the date of pricing or the next succeeding business day should consult their own adviser.

### ***Vietnam***

The Securities may not be offered, sold or delivered in Vietnam unless otherwise permitted by the applicable laws and regulations of Vietnam.

Where the Securities are linked to equity interests, bonds, convertible bonds or other hybrid securities, or other securities issued by entities established under the laws of Vietnam or other entities permitted to issue the Securities in Vietnam (“**Vietnamese Reference Underlyings**”):

- (a) the Securities may not be offered, sold or delivered to (i) any resident of Vietnam (a “**Resident of Vietnam**”) and/or (ii) any entity that is owned in whole or in part, directly or indirectly by one or more Residents of Vietnam;
- (b) the Vietnamese Reference Underlyings may not be purchased, directly or indirectly, by a Resident of Vietnam, or for the account of, or benefit of, any Resident of Vietnam; and
- (c) the Securities may not be offered, sold or delivered, directly or indirectly, in Vietnam, or to any Resident of Vietnam.

### ***General***

None of the Issuer or the Dealers represents that Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

The offer and sale of the Securities will also be subject to such other restrictions on distribution and transfer as may be set out in the applicable Final Terms.

## **TAXATION**

### **General Taxation Information**

**The information provided below does not purport to provide complete information about the tax law and practice currently available. Potential purchasers of Securities are advised to consult their own tax advisers as to the tax consequences of transactions involving Securities. The following description of tax law is based upon the law and regulations as in effect on the date of this Base Prospectus and is subject to any amendments in such law and regulations introduced at a later date, whether or not on a retroactive basis.**

### **Nassau – The Bahamas**

Under the laws of The Bahamas, holders of Securities are not liable to pay any income tax, capital gains tax, inheritance tax, estate tax, transfer tax, sales tax or any similar taxes, imposed by The Bahamas government, on income or distributions accruing to them as a result of or derived from the Securities or otherwise in connection with any transaction concerning Securities, including without limitation, the acquisition or disposal of Securities or any interest therein.

Payments made by CS acting through its Nassau Branch will not be subject to any withholding tax imposed by the government of The Bahamas.

No stamp duty is chargeable in The Bahamas on the issue or transfer of Securities; provided however that where Securities qualify as "foreign currency denominated debt instruments" for the purpose of Bahamian law (i.e. notes, bonds, debentures, or other instruments or certificates of indebtedness or obligation, including contingent indebtedness or obligation that are: (a) denominated in a currency other than Bahamian currency; (b) of any maturity whatsoever; and (c) offered for issuance outside The Bahamas by a licensed bank in The Bahamas), stamp duty shall be payable by the issuer at a rate of \$1,000 per instrument.

This information is of a general nature and does not purport to be a comprehensive description of all tax considerations under Bahamian law that may be relevant to a decision to acquire, to hold or to dispose of the Securities.

Each investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from holding the Securities.

### **Switzerland**

According to the present Swiss law and practice of the Swiss Federal Tax Administration, payments of interest on Securities will not be subject to Swiss withholding tax.

Secondary market transactions of Securities might be subject to Swiss turnover stamp tax if a Swiss securities dealer is involved in the execution.

### **Luxembourg**

The comments below are intended as a basic summary of certain withholding and direct tax consequences in relation to the purchase, ownership and disposal of the Securities under Luxembourg law. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

### ***Withholding Tax***

Under Luxembourg general tax laws currently in force and subject to certain exceptions (as described below), there is no withholding tax on payments of principal or interest made to Securityholders, nor on accrued but unpaid interest in respect of Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Securities.



(i) *Non-resident Securityholders*

In accordance with the law of 25th November, 2014, Luxembourg elected out of the withholding tax system in favour of an automatic exchange of information under the Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”), as from 1st January 2015. Payments of interest by Luxembourg paying agents to non-resident individual Securityholders are thus no longer subject to any Luxembourg withholding tax.

(ii) *Resident Securityholders*

Under the Law of 23rd December 2005 as amended, interest payments made by Luxembourg paying agents to Luxembourg individual residents are subject to a 20 per cent. withholding tax. Responsibility for withholding such tax will be assumed by the Luxembourg paying agent.

***Income Taxation – Non-resident Securityholders***

A non-resident corporate Securityholder or an individual Securityholder acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which such Securities are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Securities and on any gains realised upon the sale or disposal, in any form whatsoever, of the Securities.

***Ireland***

The following is a summary based on the laws and practices currently in force in Ireland of certain matters regarding the tax position of investors who are the absolute beneficial owners of their Securities and should be treated with appropriate caution. Particular rules may apply to certain classes of taxpayers holding Securities including dealers in securities and trusts. The summary does not constitute tax or legal advice and the comments below are of a general nature only. It does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Securities. Prospective investors in the Securities should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Securities and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

(a) *Withholding tax*

Tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest. An Issuer will not be obliged to withhold Irish income tax from payments of interest on the Securities so long as such payments do not constitute Irish source income. Interest and premium paid on the Securities may be treated as having an Irish source if:

- (i) the Issuer is resident in Ireland for tax purposes; or
- (ii) the Issuer is not resident in Ireland for tax purposes but the register for the Securities is maintained in Ireland or if the Securities are in bearer form the Securities are physically held in Ireland; or
- (iii) the Issuer has a branch or permanent establishment in Ireland, the assets or income of which is used to fund the payments on the Securities.

It is anticipated that (i) the Issuer is not and will not be resident in Ireland for tax purposes; (ii) the Issuer will not have a branch or permanent establishment in Ireland whose assets or income are used to fund payments under the Securities; (iii) payments under the Securities will not be derived from Irish sources or assets; (iv) bearer Securities will not be physically located in Ireland; and (v) the Issuer will not maintain a register of any registered Securities in Ireland.

*(b) Encashment tax*

In certain circumstances, Irish tax will be required to be withheld at the current rate of 25 per cent. from any interest, dividends or other annual payments paid on or in respect of Securities issued by a company not resident in Ireland, where such interest, dividends or other annual payments are collected or realised by a bank or encashment agent in Ireland on behalf of or for payment to any Securityholder who is Irish resident.

Encashment tax does not apply where the Securityholder is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

**Singapore**

The statements below are only applicable to Securities issued by Credit Suisse AG, Singapore Branch, are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the relevant authorities in force as at the date of this Base Prospectus and are subject to any changes in such laws, guidelines or circulars, or the interpretation of such laws, guidelines or circulars, occurring after such date, which changes 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 Base Prospectus are intended or are to be regarded as advice on the tax position of any prospective holder of the Securities or of any person acquiring, selling, or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities. The statements made herein 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 Securities 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 Securities are advised to consult their own tax advisers as to the Singapore or other tax and tax reporting consequences of the acquisition, ownership of or disposal of the Securities, including in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that neither the Issuer nor any other person involved in the Base Prospectus accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Securities.

***Income Tax – General***

*Individual Taxpayers*

An individual is a tax resident in Singapore in a year of assessment if in the preceding year he was physically present in Singapore or exercised an employment in Singapore (other than as a director of a company) for 183 days or more or if he resides in Singapore.

Individual taxpayers who are Singapore tax residents are subject to Singapore income tax on income accruing in or derived from Singapore, subject to certain exceptions. All foreign-sourced income received in Singapore on or after 1st January 2004 by a Singapore tax resident individual (except for income received through a partnership in Singapore) is exempt from Singapore income tax.

A Singapore tax resident individual is taxed at progressive rates of up to 22 per cent. with effect from the year of assessment 2017.

Non-resident individuals, subject to certain exceptions and conditions, are subject to Singapore income tax on income accruing in or derived from Singapore at the rate of 22 per cent. with effect from the year of assessment 2017.

### *Corporate Taxpayers*

A company is tax resident in Singapore if the control and management of its business is exercised in Singapore.

Singapore corporate tax residents are subject to Singapore income tax on income accruing in or derived from Singapore and, subject to certain exceptions, on foreign-sourced income received or deemed to be received in Singapore. Specified foreign-sourced income in the form of dividends, branch profits and service income received or deemed to be received in Singapore by Singapore tax resident companies on or after 1st June 2003 are exempt from tax if certain prescribed conditions are met including the following:

- (a) such income had been subjected to tax (based on prescribed conditions and clarifications set out by the Inland Revenue Authority of Singapore (the “IRAS”)) in the foreign jurisdiction from which such income is received; and
- (b) at the time the foreign income is received in Singapore, the highest corporate rate of tax of a similar character to income tax (by whatever name called) of the foreign jurisdiction from which the income is received is not less than 15 per cent.

Non-resident corporate taxpayers, with certain exceptions, are subject to Singapore income tax on income accruing in or derived from Singapore, and on foreign-sourced income received or deemed to be received in Singapore.

The corporate tax rate in Singapore is currently 17 per cent. Corporate taxpayer in Singapore can also enjoy partial tax exemption with up to three-quarter of the first S\$10,000, and one-half of the next S\$290,000, of a company’s chargeable income being exempted from Singapore income tax. The remaining chargeable income (after the partial tax exemption) will be taxed at the prevailing corporate tax rate. In addition, companies will receive a 40 and 20 per cent. corporate income tax rebate for the years of assessment 2018 and 2019, subject to a cap of S\$15,000 and S\$10,000 respectively for each year of assessment. New companies may also, subject to certain conditions and exceptions, be eligible for full tax exemption on their normal chargeable income of up to S\$100,000 a year for each of the company’s first three years of assessment.

### ***Withholding Tax on Interest and Other Payments on the Securities***

A payer who makes payment(s) of a specified nature (e.g. Royalty, Interest, Technical Service Fee, etc.) to a non-resident company or individual (known as payee) is required to withhold a percentage of that payment and pay the amount withheld to the IRAS.

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, Chapter 134 of Singapore (the “ITA”), payments including the following may be 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 otherwise than from any 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 tax rates may be reduced by applicable tax treaties, with relevant Certificate of Residency provided at the point of transacting.

Notwithstanding the above, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax if the prescribed conditions are met, including:

- (a) interest from debt securities derived on or after 1st January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17th February 2006; and
- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15th February 2007, except where such income is derived by individuals through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

#### *Withholding Tax Exemption on Qualifying Payments by Specified Entities*

Pursuant to Section 45I of the ITA, payments of income which are deemed under Section 12(6) of the ITA to be derived from Singapore and which are made by Credit Suisse AG acting through its Singapore Branch shall be exempt from withholding tax if such payments are liable to be made by such specified entity for within the period from 17th February 2012 to 31st March 2021. Notwithstanding the above, permanent establishments in Singapore of non-resident persons are required to declare such payments in their annual income tax returns and will be assessed to tax on such payments (unless specifically exempt from tax).

A specified entity includes a bank licensed under the Banking Act, Chapter 19 of Singapore or a merchant bank approved under the Monetary Authority of Singapore Act, Chapter 186 of Singapore.

#### *Qualifying Debt Securities Scheme*

In addition, if more than half of the issue of a tranche of the Securities which are issued as debt securities under the Programme during the period from the date of this Base Prospectus to 31st December 2023 are distributed by Financial Sector Incentive (Bond Market), Financial Sector Incentive (Capital Market) or Financial Sector Incentive (Standard Tier) Companies (as defined in the ITA), such tranche of Securities (the “**Relevant Securities**”) would be qualifying debt securities (“**QDS**”) under the ITA.

If the Relevant Securities are QDS:

- (a) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the Monetary Authority of Singapore (“**MAS**”) may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Securities of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost is derived from the Relevant Securities by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Securities using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the “**Qualifying Income**”) from the Relevant Securities, derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore, or (bb)

carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not funds and profits of that person's operations through a permanent establishment in Singapore, are exempt from Singapore tax;

- (b) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require), Qualifying Income from the Relevant Securities derived by any company or a body of persons (as defined in the ITA) in Singapore is subject to tax at a concessionary rate of 10 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- (c) subject to:
  - (i) the Issuer including in all offering documents relating to the Relevant Securities a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Securities is not exempt from tax shall declare and include such income in a return of income made under the ITA; and
  - (ii) the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require,

payments of Qualifying Income derived from the Relevant Securities are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

- (a) if during the primary launch of any tranche of Relevant Securities, the Relevant Securities of such tranche are issued to fewer than four persons and 50 per cent. or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Securities would not qualify as QDS; and
- (b) even though a particular tranche of Relevant Securities are QDS, if, at any time during the tenure of such tranche of Relevant Securities, 50 per cent. or more of such Relevant Securities which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Securities held by:
  - (i) any related party of the Issuer; or
  - (ii) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or the concessionary rate of tax as described above.

The term “**related party**”, in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms “**break cost**”, “**prepayment fee**” and “**redemption premium**” are defined in Section 13(16) of the ITA as follows:

**“break cost”**, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;

**“prepayment fee”**, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and

**“redemption premium”**, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to “break cost”, “prepayment fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the ITA.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e., the Qualifying Income) is derived from the Relevant Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption for QDS under the ITA (as mentioned above) shall not apply if such person acquires such Securities using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e., the Qualifying Income) derived from the Relevant Securities is not exempt from tax is required under the ITA to include such income in a return of income made under the ITA.

Under the Qualifying Debt Securities Plus Scheme (“**QDS Plus Scheme**”), subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities in respect of the QDS in the prescribed format within such period as the MAS may specify and such other particulars in connection with the QDS as the MAS may require), income tax exemption is granted on Qualifying Income derived by any investor from QDS (excluding Singapore Government Securities) which:

- (a) are issued during the period from 16th February 2008 to 31st December 2018;
- (b) have an original maturity of not less than 10 years;
- (c) cannot have their tenure shortened to less than 10 years from the date of their issue, except where:
  - (i) the shortening of the tenure is a result of any early termination pursuant to certain specified termination clauses which the Issuer included in any offering document for such QDS; and
  - (ii) the QDS do not contain any call, put, conversion, exchange or similar option that can be triggered at specified dates or at specified prices which have been prices into the value of the QDS at the time of their issue; and
- (d) cannot be re-opened with a resulting tenure of less than 10 years to the original maturity date.

However, even if a particular tranche of the Relevant Securities are QDS which qualify under the QDS Plus Scheme, if, at any time during the tenure of such tranche of Relevant Securities, 50 per cent. or more of such Relevant Securities which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income from such Relevant Securities derived by:

- (a) any related party of the Issuer; or
- (b) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption under the QDS Plus Scheme as described above.

### ***Capital Gains***

Singapore does not impose tax on capital gains (i.e., gains which are considered to be capital in nature). However, depending on the specific facts and circumstances surrounding the acquisition and divestment of Securities, gains from the disposal of Securities may be construed to be of an income nature and be subject to Singapore income tax. Generally, any gains from the sale of Securities may be considered as income in nature if they arise from or are connected with the activities of any trade, business, profession or vocation carried on in Singapore.

Holders of the Securities who apply or who are required to apply Singapore Financial Reporting Standard 39 - Financial Instruments: Recognition and Measurement (“**FRS 39**”) for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 39. Please see the section below on “Adoption of FRS 39 Treatment for Singapore Income Tax Purposes”.

### ***Adoption of FRS 39 / FRS 109 Treatment for Singapore Income Tax Purposes***

Previously, the IRAS has issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement” (the “**FRS 39 Circular**”). The ITA has since been amended to give effect to the FRS 39 Circular. A new circular entitled “Income Tax Implications Arising from the Adoption of FRS 109 – Financial Instruments” (the “**FRS 109 Circular**”) has since been issued by the IRAS in November 2017. This replaces the existing FRS 39 and it applies to companies for financial years beginning on or after 1st January 2018. An entity may choose to apply FRS 109 early.

To minimise tax adjustments, the tax treatment of financial assets and liabilities on revenue account that are recognised and measured under FRS 109 will generally follow the accounting treatment. As such, companies that adopt FRS 109 are required to apply the FRS 109 accounting treatment for tax purposes.

### ***Estate Duty***

There is no Singapore estate duty with respect to all deaths occurring on or after 15th February 2008.

### ***Stamp Duty***

Stamp duty is payable on the instrument of transfer of stocks or shares having a register kept in Singapore, at the rate of 0.2 per cent. computed on the amount or value of consideration. The amount or value of consideration is the actual consideration or market value of such stock or shares, whichever is higher. The transferee is liable for stamp duty, unless there is an agreement to the contrary.

No stamp duty is payable if no instrument of transfer is executed or the instrument of transfer is executed outside Singapore. However, stamp duty would be payable if an instrument of transfer which is executed outside Singapore is received in Singapore.

Stamp duty is not applicable to electronic transfers of stocks or shares through The Central Depository (Pte) Limited.

### ***Common Reporting Standards***

Decree-Law 64/2016, of 11th October, effective since 1st January 2016, implements the certain provisions of the Code, commonly known as FATCA, as well as regulations enacted in the Financial Information Reporting Regime and transposes Council Directive 2014/107/EU, of 9th December 2014, amending Council Directive 2011/16/EU, which incorporates the common standard on reporting and due diligence for financial account information (“**CRS**”).

Following approval by the OECD Council on 15th July 2014, on 21st July 2014 the OECD released the Standard for Automatic Exchange of Financial Account Information in Tax Matters. The latter sets forth a model regime to serve as the common standard on reporting and due diligence for financial account information, requiring financial institutions in participating jurisdictions to adopt uniform due diligence procedures and to report specified financial information to the relevant tax authorities, with a view to it being exchanged with the tax authorities of other jurisdictions. Pursuant to CRS, the UK and EU member states (other than Austria) have been exchanging information automatically as from 30th September 2017. However, pursuant to Council Directive 2014/107/EU, Austria will start on 30 September 2018.

### **United States Tax Considerations for Non-U.S. Holders**

The following is an overview of certain of the material U.S. federal income tax consequences of the acquisition, ownership and disposition of Securities by a non-U.S. holder that has no connection to the United States other than holding the Securities. For purposes of this section, a "**non-U.S. holder**" is a beneficial owner of Securities that is: (i) a non-resident alien individual for U.S. federal income tax purposes; (ii) a foreign corporation for U.S. federal income tax purposes; or (iii) an estate or trust whose income is not subject to U.S. federal income tax on a net income basis. If a partnership (including any entity treated as a partnership for U.S. federal income tax purposes) holds Securities, the tax treatment of a partner generally will depend on the status of the partner and upon the activities of the partnership. Investors that are not non-U.S. holders or investors that are partnerships, should consult their tax advisers with regard to the U.S. federal income tax considerations of an investment in the Securities.

This summary is based on interpretations of the Code, Treasury regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any of those changes may be applied retroactively and may adversely affect the U.S. federal income tax consequences described herein. Prospective investors should consult their own tax advisers concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the purchase, beneficial ownership and disposition of Securities arising under the laws of any other taxing jurisdiction.

### **INVESTORS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE US FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF SECURITIES.**

#### ***Withholding on Dividend Equivalent Payments under Section 871(m)***

Section 871(m) of the Code and regulations thereunder treat a "dividend equivalent" payment as a dividend from sources within the United States. Such payments generally will be subject to U.S. withholding tax at a rate of 30 per cent.

A dividend equivalent is any payment or deemed payment that references the payment of (i) a dividend from an underlying security pursuant to a securities lending or sale-repurchase transaction, (ii) a dividend from an underlying security pursuant to a "specified notional principal contract" (a "**specified NPC**"), (iii) a dividend from an underlying security pursuant to a specified equity-linked instrument (a "**specified ELI**"), and (iv) any other substantially similar payment. The regulations provide that a payment includes a dividend equivalent payment whether there is an explicit or implicit reference to a dividend with respect to the underlying security. An underlying security is any interest in an entity if a payment with respect to that interest could give rise to a U.S. source dividend pursuant to the United States Department of the Treasury (the "**U.S. Treasury**") regulation section 1.861-3. An NPC is a notional principal contract as defined in U.S. Treasury regulation section 1.446-3(c). An equity-linked instrument ("**ELI**") is a financial instrument (other than a securities lending or sale-repurchase transaction or an NPC) that references the value of one or more underlying securities, including a futures contract, forward contract, option, debt instrument, or other



contractual arrangement. A "section 871(m) transaction" is any securities lending or sale-repurchase transaction, specified NPC, or specified ELI.

Pursuant to the regulations and administrative guidance, with respect to any transaction issued on or after 1st January 2017 and before 1st January 2023, any NPC or ELI that has a delta of one with respect to an underlying security when the NPC or ELI is issued is a specified NPC or specified ELI, respectively. With respect to any transaction issued on or after 1st January 2023, (a) a "simple" NPC or "simple" ELI that has a delta of 0.8 or greater with respect to an underlying security when the NPC or ELI is issued is a specified NPC or specified ELI, respectively, and (b) a "complex" NPC or "complex" ELI that meets a substantial equivalence test with respect to an underlying security at the time of issuance is a specified NPC or specified ELI, respectively. The delta of a simple contract is determined, and the substantial equivalence test for a complex contract is performed, on the earlier of the date that the potential section 871(m) transaction is priced and the date when the potential section 871(m) transaction is issued; however, the issue date must be used if the potential section 871(m) transaction is priced more than 14 calendar days before it is issued. In addition, the delta or substantial equivalence of Securities that are held in inventory prior to their sale to an investor may, in certain cases, be required to be retested at the time of sale or disposition from inventory. If Securities sold from inventory are determined to be section 871(m) transactions and the same series of Securities sold at issuance were determined not to be section 871(m) transactions, holders of Securities sold at issuance may be adversely affected to the extent the Issuer or a withholding agent does not, or is unable to, identify and distinguish Securities sold to investors at issuance from those sold out of inventory.

Certain events could cause previously issued Securities to be deemed to be issued as new securities for purposes of the effective dates provided in the regulations. For example, it is possible that the IRS could assert that a reconstitution or rebalancing of an underlying index or basket is a significant modification of the Securities due to an exercise of discretion with respect to such reconstitution or rebalancing and, therefore, a deemed issuance of the Securities upon the occurrence of such event. It is also possible that U.S. withholding tax could apply to the Securities under these rules if a holder enters, or has entered, into certain other transactions in respect of the underlying equity or the Securities. A holder that enters, or has entered, into other transactions in respect of the underlying or the Securities should consult its own tax adviser regarding the application of Code section 871(m) to its Securities in the context of its other transactions.

Withholding on payments will be based on actual dividends or, if otherwise notified by the Issuer in accordance with applicable regulations, on estimated dividends used in pricing the Security. If a Security provides for any payments in addition to estimated dividends to reflect dividend amounts on the underlying security, withholding will be based on the total payments. If an issue of Securities is a section 871(m) transaction, information regarding the amount of each dividend equivalent, the delta of the potential 871(m) transaction, the amount of any tax withheld and deposited, the estimated dividend amount and any other information necessary to apply the regulations in respect of such Securities will be provided, communicated, or made available to holders of the Securities (which may be through intermediaries or custodians) in a manner permitted by the applicable regulations. Withholding tax may apply even where holders do not receive a concurrent payment on the Securities in respect of dividends on the underlying. U.S. tax will be withheld on any portion of a payment or deemed payment (including, if appropriate, the payment of the purchase price) that is a dividend equivalent.

If withholding applies, the rate of any withholding may not be reduced even if the holder is otherwise eligible for a reduction under an applicable treaty, although non-U.S. holders that are entitled to a lower rate of withholding under a tax treaty may be able to claim a refund for any excess amounts withheld by filing a U.S. tax return. However, holders may not receive the necessary information to properly claim a refund for any withholding in excess of the applicable treaty-based amount. In addition, the IRS may not credit a holder with withholding taxes remitted in respect of its Security for purposes of claiming a refund. Finally, a holder's resident tax jurisdiction may not permit

the holder to take a credit for U.S. withholding taxes related to the dividend equivalent amount. The Issuer will not pay any additional amounts with respect to amounts withheld.

The Issuer's determination as to whether a Security is a transaction subject to withholding under section 871(m) generally is binding on holders. The IRS may successfully argue that a Security is subject to withholding under section 871(m), notwithstanding the Issuer's determination to the contrary. These regulations are extremely complex. Holders should consult their tax advisers regarding the U.S. federal income tax consequences to them of these regulations and whether payments or deemed payments on the Securities constitute dividend equivalent payments.

### ***Foreign Investment in U.S. Real Property***

In the case of Securities that are linked to one or more assets characterised as "U.S. real property interests" as defined in section 897(c) of the Code (a "USRPI"), non-U.S. holders of Securities may be subject to U.S. federal income tax on a disposition of such Securities. A USRPI may consist of a direct interest in U.S. real property or, subject to certain limited exceptions, an interest in a United States real property holding corporation (a "USRPHC"). An interest in a USRPHC that does not exceed generally 5% of the corporation's regularly traded stock is not a USRPI.

Thus, a non-U.S. holder who owns directly, indirectly or constructively, shares of any of the underlying that are considered to be a USRPI, or other interests having a return based on the appreciation in the value of, or in the gross or net proceeds or profits generated by, such underlying, may be subject to U.S. federal income tax on the sale or exchange of the Securities if such non-U.S. holder owns more than generally 5% of the shares of such underlying when considering the shares or interests of such underlying that are directly, indirectly or constructively owned by such non-U.S. holder. Ownership of the Securities may also impact the taxation of such other shares or interests.

We do not intend to determine whether the issuer of shares in any underlying is a USRPHC. It is possible that the issuer of shares in an underlying is a USRPHC, and that the Securities constitute an ownership interest in or an option on a USRPI, with the consequences described above. It is also possible that the issuer of shares in such underlying is not a USRPHC.

Each non-U.S. holder, in connection with acquiring the Securities, is deemed to represent that it does not own, and will not own, more than 5% of the shares of each of the underlying that is considered to be a USRPHC, either directly, indirectly or constructively. We and any withholding agent will rely on the accuracy of this representation. For purposes of this discussion, any interest other than solely as a creditor within the meaning of the U.S. Treasury regulation Section 1.897-1(d) shall be treated as ownership of shares of the underlying. Even if the Issuer does not withhold, there can be no assurances that an intermediary withholding agent will not withhold in respect of a Security. Further, holders may have U.S. income tax liability that exceeds amounts withheld, if any. The Issuer will not make any additional payments for any amounts withheld or tax liability arising under section 897 of the Code.

Holders should consult their own tax advisers on the impact of other shares or interests in the underlying, the impact of ownership of the Securities on such other shares or interests, and the consequences of making the representation in the preceding paragraph.

### ***Backup Withholding and Information Reporting***

A holder of the Securities may be subject to backup withholding with respect to certain amounts paid to such holder unless it provides a correct taxpayer identification number, complies with certain certification procedures establishing that it is not a U.S. person or establishes proof of another applicable exemption, and otherwise complies with applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. A holder can claim a credit against its U.S. federal income tax liability for amounts withheld under the backup withholding rules, and amounts in excess of its liability are refundable if such holder provides the required information to the IRS in a timely fashion. If such withholding applies, we will not be required to pay any additional amounts with

respect to amounts withheld. A non-U.S. holder of the Securities may also be subject to information reporting to the IRS with respect to certain amounts paid to such holder unless it (1) provides a properly executed IRS Form W-8 (or other qualifying documentation) or (2) otherwise establishes a basis for exemption.

### ***U.S. Federal Estate Tax Treatment***

A Security may be subject to U.S. federal estate tax if an individual holds the Security at the time of his or her death. The gross estate of a non-U.S. holder domiciled outside the United States includes only property situated in the United States. Holders should consult their tax advisers regarding the U.S. federal estate tax consequences of holding the Securities at death.

### ***U.S. Foreign Account Tax Compliance Act***

Under certain tax information reporting and withholding provisions generally referred to as “**FATCA**” (defined below), a 30% withholding tax is imposed on “withholdable payments” and certain “passthru payments” made to (i) a “foreign financial institution” (as defined under FATCA) unless the financial institution complies with, among other things, certain information reporting and withholding obligations with respect to its accounts in accordance with applicable rules implementing FATCA in the financial institution’s jurisdiction or in accordance with an agreement entered into between the financial institution and the IRS, and (ii) any other Holder or beneficial owner that does not comply with the Issuer’s or an intermediary financial institution’s request for ownership certifications and identifying information.

“**FATCA**” means sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to section 1471(b) of the Code, or any U.S. or non-U.S. fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code. The term “**withholdable payments**” generally includes payments of fixed or determinable annual or periodical gains, profits, and income (“**FDAP**”), in each case, from sources within the United States (including payments on Securities treated as “dividend equivalents” under section 871(m) of the Code). “**Passthru payments**” means any withholdable payment and any “foreign passthru payment”, which currently is not defined. We and other intermediary foreign financial institutions may be required to report information to the IRS regarding the holders of the Securities and, in the case of holders or beneficial owners who (i) fail to provide the relevant information, (ii) are foreign financial institutions who are not in compliance with the applicable information reporting requirements, or (iii) hold the Securities directly or indirectly through such non-compliant foreign financial institutions, we or another withholding agent may be required to withhold tax at a rate of 30% on payments under the Securities. FATCA also may require withholding agents making payments to certain foreign entities that do not disclose the name, address, and taxpayer identification number of any substantial United States owners (or certify that they do not have any substantial United States owners) to withhold tax at a rate of 30%.

Withholding under FATCA may apply without regard to whether the beneficial owner of the payment is a U.S. person, or would otherwise be entitled to an exemption from the imposition of withholding tax pursuant to an applicable tax treaty with the United States or pursuant to U.S. domestic law. Further, particular requirements and limitations may apply to any procedures for refunds or credit with respect to amounts withheld or remitted in respect of FATCA. We will not be required to pay any additional amounts with respect to amounts withheld in connection with FATCA.

Subject to the exceptions described below, FATCA’s withholding regime applies currently to withholdable payments and with respect to foreign passthru payments, will apply no earlier than the date that is two years after the date on which final U.S. Treasury regulations defining “foreign passthru payment” are published. Notwithstanding the foregoing, the withholding provisions of FATCA discussed above generally will not apply to any obligation (other

than an instrument that is treated as equity for U.S. tax purposes or that lacks a stated expiration or term) that is outstanding on 30th June 2014 (a “**grandfathered obligation**”), unless the obligation is materially modified after such date.

The discussion above reflects proposed U.S. Treasury regulations. The U.S. Treasury have indicated that taxpayers may rely on the proposed regulations until final regulations are issued, and the discussion above assumes that the proposed regulations will be finalized in their current form.

No assurance can be given that payments on the Securities will not be subject to withholding under FATCA. Each potential investor in Securities should consult its own tax advisor to determine how FATCA may affect an investment in the Securities in such investor's particular circumstance.

### **The proposed financial transactions tax (“FTT”) depending on the features of the Securities**

On 14th February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT which is currently being considered by Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances. The issuance and subscription of the Securities should, however, be exempt.

Under the Commission’s Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate. Prospective investors in the Securities are advised to seek their own professional advice in relation to the FTT.

## CERTAIN ERISA CONSIDERATIONS

The Issuer and certain affiliates of the Issuer may each be a “party in interest” within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) or a “disqualified person” within the meaning of Section 4975 of the Code with respect to certain employee benefit plans other plans subject to the prohibited transaction provisions of ERISA or Section 4975 of the Code (including individual retirement accounts and Keogh Plans). Prohibited transactions under such provisions of ERISA or the Code may arise if the Securities are acquired by or with the assets of any such employee benefit or other plan, or with the assets of any entity, account or arrangement that are treated for purposes of ERISA or Section 4975 of the Code as plan assets of such plans (any such plans, entities, accounts or arrangements are each referred to as a “**Benefit Plan Investor**”), with respect to which the Issuer or any of its affiliates is a party in interest or disqualified person, unless the Securities are acquired and held pursuant to an exemption from such prohibited transaction provisions. Plans not subject to Title I of ERISA, including governmental, church, other plans, and commingled vehicle the underlying assets of which are deemed to include assets of such plans due to local law that is not ERISA (each, an “**Other Plan Investor**”) are not subject to the prohibited transaction provisions of ERISA or Section 4975 of the Code, but may be subject to other laws substantially similar to the aforementioned prohibited transactions provisions (“**Similar Law**”).

The acquisition, holding or disposition of the Securities by any Benefit Plan Investor may be a prohibited transaction that is eligible for one of the statutory or class exemptions noted below if, the requirements and conditions thereof are satisfied, and each fiduciary or other person considering the acquisition or holding of Securities by or on behalf of a Benefit Plan Investor should consult with legal counsel regarding the applicability of any of the exemptions noted below or other exemption from the prohibited transaction provisions of ERISA or Section 4975 of the Code, as applicable:

- (a) Prohibited Transaction Class Exemption (“**PTCE**”) 91-38 as to a bank collective investment fund;
- (b) PTCE 90-1 as to an insurance company pooled separate account;
- (c) PTCE 84-14 as to assets managed by a qualified professional asset manager within the meaning of such PTCE;
- (d) PTCE 95-60 as to an insurance company general account;
- (e) PTCE 96-23 as to assets managed by an in-house asset manager within the meaning of such exemption; or
- (f) Section 408(b)(17) of ERISA or Section 4975(d)(20) of the Code as to certain transactions involving certain parties in interest or disqualified persons that solely provide services to Benefit Plan Investors or are affiliated with such service providers and do not have any discretionary authority or control, and do not render investment advice, with respect to the assets involved in the transaction, and the Benefit Plan Investor receives no less than and pays no more than adequate consideration.

Unless otherwise provided in the applicable Final Terms, each purchaser, holder or subsequent transferee will be deemed, by its purchase or holding of any Security and by each subsequent transferee’s purchase or holding of any Security, to have represented and warranted on each day on which it acquires, holds or transfers the Security, either that (A) it is not a Benefit Plan Investor subject to ERISA and/or the Code, or an Other Plan Investor subject Similar Law; or (B) its purchase, holding and subsequent disposition of such Security shall not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Code or any provision of Similar Law.

In addition, any purchaser, holder or subsequent transferee that is a Benefit Plan Investor or that is acquiring any Security on behalf of a Benefit Plan Investor, including any fiduciary purchasing on behalf of a Benefit Plan Investor, shall be deemed to represent, in its corporate and fiduciary capacity, by its purchase, holding, or disposition of such Security, that (a) none of the Issuer or any of its affiliates is a “fiduciary” under Section 3(21) of ERISA with respect

to the acquisition, holding or disposition of such Security, or as a result of any exercise by the Issuer or its affiliates of any rights in connection with such Security, (b) any communication from the Issuer or any of its affiliates to the purchaser with respect to such Security is not intended by the Issuer or its affiliates to be investment advice and is rendered in its capacity as a seller of such Security and not a fiduciary to such purchaser, and (c) no communication provided by the Issuer or any of its affiliates has formed a primary basis for any investment decision by, or on behalf of, such purchaser in connection with such Security and the transaction contemplated with respect to such Security.

Purchasers of the Securities have exclusive responsibility for ensuring that their purchase and holding of the Securities does not violate or result in a violation of laws applicable to it, including in the case of Benefit Plan Investors, the fiduciary and prohibited transaction provisions of ERISA or Section 4975 of the Code, or in the case of Other Plan Investors, the provisions of any Similar Law. By its purchase or holding of any Security, each holder hereby indemnifies the Issuer, its subsidiaries and affiliates, and its officers, directors, advisers and other representatives and any of their subsidiaries or affiliates, against any direct or indirect liability that arises from any breach (whether or not intentional) of the foregoing representations.

Each Benefit Plan Investor will, by its purchase of such Securities, be deemed to acknowledge that the purchase of the Security may not satisfy the indicia of ownership requirements under Section 404(b) of ERISA, and the Issuer makes no representations in connection therewith. Accordingly, Benefit Plan Investors should consult with their own counsel to determine whether the indicia of ownership requirements of ERISA will be met with respect to the purchase or holding of Securities.

**THE SALE OF SECURITIES TO A BENEFIT PLAN INVESTOR OR OTHER PLAN INVESTOR IN NO RESPECT A REPRESENTATION BY THE ISSUER THAT SUCH AN INVESTMENT MEETS ALL RELEVANT LEGAL REQUIREMENTS WITH RESPECT TO INVESTMENTS BY BENEFIT PLAN INVESTORS OR OTHER PLAN INVESTORS GENERALLY OR ANY PARTICULAR BENEFIT PLAN INVESTOR OR OTHER PLAN INVESTOR, OR THAT SUCH AN INVESTMENT IS APPROPRIATE FOR BENEFIT PLAN INVESTORS OR OTHER PLAN INVESTORS GENERALLY OR ANY PARTICULAR BENEFIT PLAN INVESTOR OR OTHER PLAN INVESTOR.**

## GENERAL INFORMATION

### Authorisation

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the update of the Programme and the issue of the Securities on 10 August 2021.

### Approval, Listing and Admission to Trading

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Securities issued under the Programme to be admitted to trading on the Professional Segment of the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of MiFID II. There is no assurance that the application to the Luxembourg Stock Exchange for the listing of the Securities will be approved. Admission to the Official List of the Luxembourg Stock Exchange is not to be taken as an indication of the merits of the Issuer or of the merits of investing in any Securities.

If any Securities are (a) listed or admitted to trading on a regulated market for the purposes of MiFID II or (b) listed on a market not regulated for such purpose, the Issuer will not be obliged to maintain the listing of the Securities if the Issuer determines, in its sole discretion, that the circumstances, such as a change in listing requirements, render it impracticable to do so. Securities may be issued under the Programme which are not listed or admitted to trading, as the case may be, on the Luxembourg Stock Exchange or any other stock exchange or market or Securities may be issued which are listed or admitted to trading, as the case may be, on such other stock exchange or markets (such as Euronext Dublin) as the Issuer may decide.

This Base Prospectus has not been and will not be registered with the Monetary Authority of Singapore.

### Documents Available

Copies of the following documents will, when published, be available for inspection at <https://derivative.credit-suisse.com>:

- (i) the current constitutional documents (with an English translation thereof) of CS;
- (ii) the Form 20-F dated 18th March 2021;
- (iii) the Form 6-K dated 6th April 2021, the Form 6-K dated 22nd April 2021, the Form 6-K dated 30th April 2021, the Second Form 6-K dated 30th April 2021, the Form 6-K dated 6th May 2021, the Form 6-K dated 29th July 2021 and the Second Form 6-K dated 29th July 2021;
- (iv) the Agency Agreement, the Deed of Covenant and the forms of the Global Securities and the Securities in definitive form;
- (v) a copy of this Base Prospectus;
- (vi) any future base prospectuses, all supplements to this Base Prospectus and all Final Terms (save that a Final Terms relating to a Security which is neither admitted to trading on a regulated market in the EEA or in the UK nor offered in the EEA or in the UK in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Security and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Securities and identity) and any other documents incorporated herein or therein by reference; and
- (vii) in the case of each issue of Securities admitted to trading on a regulated market subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document).

For the period of 12 months following the date of this Base Prospectus, copies of the documents listed in (i) to (iv) and (vii) above will, when published, be available for inspection and the documents listed in (v) and (vi) will, when published, be available for collection from the specified offices of the Paying Agents for the time being.

In addition, copies of this Base Prospectus, each Final Terms relating to Securities which are admitted to trading on the Professional Segment of the Luxembourg Stock Exchange's regulated market and each document incorporated by reference are available on the Luxembourg Stock Exchange's website at [www.bourse.lu](http://www.bourse.lu). The website of the Issuer is [www.credit-suisse.com](http://www.credit-suisse.com). Any websites included in the Base Prospectus are for information purposes only and do not form part of the Base Prospectus unless incorporated by reference into the Base Prospectus.

### Clearing Systems

The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The Common Code and ISIN for each Tranche of Securities allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Securities are to clear through DTC, the CUSIP will be specified in the applicable Final Terms. If the Securities are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is Clearstream Banking, S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

### Ratings

CS has an issuer credit rating of "A+" from S&P, a long-term issuer default rating of "A" from Fitch and an issuer rating of "A1" from Moody's.

An obligation rated "A" by S&P has strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories (source: [www.standardandpoors.com](http://www.standardandpoors.com)). Ratings of "A" by Fitch denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings (source: [www.fitchratings.com](http://www.fitchratings.com)). Obligations rated "A" by Moody's are judged to be upper-medium grade and are subject to low credit risk. The modifier 3 indicates that the obligation ranks in the higher end of its generic rating category (source: [www.moody.com](http://www.moody.com)).

### Conditions for determining price

The price and amount of Securities to be issued under the Programme will be determined by the Issuer at the time of issue in accordance with prevailing market conditions.

### Significant or Material Change

Apart from (1) the uncertainty relating to the impact of the ongoing global COVID-19 pandemic disclosed in (i) this Base Prospectus in "*Risk Factors – 2 Market and Credit Risks – 2.1 The ongoing global COVID-19 pandemic has adversely affected, and may continue to adversely affect, our business, operations and financial performance*", (ii) the sections of the Form 20-F Dated 18th March 2021 headed "*II – Operating and financial review – Operating environment*" on pages 60 to 62 (pages 78 to 80 of the PDF file), "*II – Operating and financial review – Credit Suisse – COVID-19 pandemic and related regulatory measures*" on pages 68 to 69 (pages 86 to 87 of the PDF file) and "*III – Treasury, Risk, Balance sheet and Off-balance sheet – Risk management – Key risk developments*" on pages 139 to 141 (pages 157 to 159 of the PDF file), and (iii) the sections of the Form 6-K Dated 29th July 2021 headed "*I – Credit Suisse results – Operating environment*" on pages 4 to 5 (pages 20 to 21 of the PDF file), "*I – Credit Suisse results—Credit Suisse—Other information – COVID-19 pandemic*" on page 16 (page 32 of the PDF file), and "*II – Treasury, risk, balance sheet and off-balance sheet – Risk Management – Overview and risk-related developments – Key risk developments – COVID-19 pandemic*" on page 63 (page 79 of the PDF file), and (2) the



consequences of the matters disclosed in (i) this Base Prospectus, in “*Risk Factors – 2 Market and Credit Risks – 2.12 Significant negative consequences of the supply chain finance funds and U.S.-based hedge fund matters*”, and (ii) the sections of the Form 6-K Dated 29th July 2021 headed “*I – Credit Suisse results – Credit Suisse – Other information – Archegos Capital Management*” on page 14 (page 30 of the PDF file) and “*I – Credit Suisse results – Credit Suisse – Other information – Supply chain finance funds matter*” on pages 14 to 15 (pages 30 to 31 of the PDF file) and “*I – Credit Suisse results – Credit Suisse – Other information – Significant negative consequences of the supply chain finance funds and Archegos matters*” on page 15 (page 31 of the PDF file), “*II – Treasury, risk, balance sheet and off-balance sheet – Risk Management – Key risk developments – Archegos and supply chain finance funds matters*” on page 62 (page 78 of the PDF file) and “*III – Condensed consolidated financial statements – unaudited – Notes to the condensed consolidated financial statements – unaudited – Note 3 Business developments and subsequent events – Business developments – Supply chain finance funds matter*” on pages 88 to 89 (pages 104 to 105 of the PDF file), there has been no significant change in the financial performance or position of CS and its consolidated subsidiaries since 30th June 2021.

Apart from (1) the uncertainty relating to the impact of the ongoing global COVID-19 pandemic disclosed in (i) this Base Prospectus in “*Risk Factors – 2 Market and Credit Risks—2.1 The ongoing global COVID-19 pandemic has adversely affected, and may continue to adversely affect, our business, operations and financial performance*”, (ii) the sections of the Form 20-F Dated 18th March 2021 headed “*II—Operating and financial review—Operating environment*” on pages 60 to 62 (pages 78 to 80 of the PDF file), “*II—Operating and financial review—Credit Suisse—COVID-19 pandemic and related regulatory measures*” on pages 68 to 69 (pages 86 to 87 of the PDF file) and “*III—Treasury, Risk, Balance sheet and Off-balance sheet—Risk management—Key risk developments*” on pages 139 to 141 (pages 157 to 159 of the PDF file), and (iii) the sections of the Form 6-K Dated 29th July 2021 headed “*I – Credit Suisse results—Operating environment*” on pages 4 to 5 (pages 20 to 21 of the PDF file), “*I – Credit Suisse results—Credit Suisse—Other information—COVID-19 pandemic*” on page 16 (page 32 of the PDF file), and “*II – Treasury, risk, balance sheet and off-balance sheet—Risk Management—Overview and risk-related developments—Key risk developments—COVID-19 pandemic*” on page 63 (page 79 of the PDF file), and (2) the consequences of the matters disclosed in (i) this Base Prospectus, in “*Risk Factors—2. Market and Credit Risks – 2.12 Significant negative consequences of the supply chain finance funds and U.S.-based hedge fund matters*”, and (ii) the sections of the Form 6-K Dated 29th July 2021 headed “*I – Credit Suisse results – Credit Suisse – Other information – Archegos Capital Management*” on page 14 (page 30 of the PDF file) and “*I – Credit Suisse results – Credit Suisse – Other information – Supply chain finance funds matter*” on pages 14 to 15 (pages 30 to 31 of the PDF file), and “*I – Credit Suisse results – Credit Suisse – Other information – Significant negative consequences of the supply chain finance funds and Archegos matters*” on page 15 (page 31 of the PDF file), “*II – Treasury, risk, balance sheet and off-balance sheet – Risk Management – Overview and risk-related developments – Key risk developments – Archegos and supply chain finance funds matters*” on page 62 (page 78 of the PDF file) and “*III – Condensed consolidated financial statements – unaudited – Notes to the condensed consolidated financial statements – unaudited – Note 3 Business developments and subsequent events – Business developments – Archegos Capital Management*” on page 88 (page 104 of the PDF file) and “*III – Condensed consolidated financial statements – unaudited – Notes to the condensed consolidated financial statements – unaudited – Note 3 Business developments and subsequent events – Business developments – Supply chain finance funds matter*” on pages 88 to 89 (pages 104 to 105 of the PDF file), there has been no material adverse change in the prospects of CS and its consolidated subsidiaries since 31st December 2020.

## Litigation

Save as disclosed under the section titled “*Credit Suisse AG — Legal Proceedings*” of this Base Prospectus and in the Form 6-K dated 29th July 2021 under the heading “*Litigation*” (note 33 to the condensed consolidated financial statements of Credit Suisse Group AG on pages 150 to 154 (pages 166 to 169 of the PDF file) of the third exhibit (Credit Suisse Financial Report 2Q21) to the Form 6-K dated 29th July 2021), neither the Issuer nor any of its consolidated subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Issuer and its consolidated subsidiaries, taken as a whole.

## Auditors

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

Until 30th April 2020, the Issuer's independent auditor and statutory auditor was KPMG AG (KPMG), R ffelstrasse 28, 8045 Zurich, Switzerland. CS's consolidated balance sheet as of 31st December 2019, and the related consolidated statements of operations, comprehensive income, changes in equity and cash flows for each in the two-year period ended 31 December 2019, and the related notes, before the adjustments to reflect the change in the composition of reportable segments as presented in Note 4 and described in Note 3 to such consolidated financial statements were audited by KPMG in accordance with the standards of the Public Company Accounting Oversight Board (United States).

In 2018, upon the recommendation of the Audit Committee of CSG, the Board of CSG decided to propose PwC to succeed KPMG as the new independent statutory auditor of the Group (including CS) at the annual general meetings of CSG and CS in April 2020. The appointment was approved by the shareholders of CSG and CS at the annual general meetings of CSG and CS on 30th April 2020 and became effective for the fiscal year ending 31st December 2020. The shareholders of CSG and CS re-elected PwC as CSG's and CS's statutory auditor for the fiscal year ending 31st December 2021 at their annual general meetings on 30th April 2021. The lead audit Group engagement partners of PwC are Matthew Falconer, Global Lead Partner, (since 2020) and Matthew Goldman, Group Audit Partner (since 2020).

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

In addition, CS has mandated BDO AG, Fabrikstrasse 50, 8031 Zurich, Switzerland, 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.

## Post-issuance information

Except to the extent required by applicable law and regulation, the Issuer does not intend to provide any post-issuance information.

## Dealers (other than the Issuers) transacting with Credit Suisse AG

Credit Suisse Securities (Europe) Limited is an indirect subsidiary of CS. Credit Suisse (Hong Kong) Limited is a direct subsidiary of CS. Credit Suisse Securities (USA) LLC is indirectly held by CS and Credit Suisse Group AG Guernsey Branch. Credit Suisse International is an affiliate of CS.

## **ISSUER AND DEALER**

### **Credit Suisse AG, acting through its Nassau Branch**

Paradeplatz 8  
CH-8001 Zurich  
Switzerland

Bahamas Financial Centre  
4th Floor  
Shirley and Charlotte Streets  
Nassau

## **ISSUER, DEALER AND CALCULATION AGENT**

### **Credit Suisse AG, acting through its Singapore Branch**

Paradeplatz 8  
CH-8001 Zurich  
Switzerland

1 Raffles Link  
#03-01 One Raffles Link  
Singapore 039393

## **DEALER, PRINCIPAL PAYING AGENT, CALCULATION AGENT, REGISTRAR AND TRANSFER AGENT**

### **Credit Suisse (Hong Kong) Limited**

Level 88  
International Commerce Centre  
1 Austin Road West  
Kowloon  
Hong Kong

## **DEALER AND CALCULATION AGENT**

### **Credit Suisse Securities (Europe) Limited**

One Cabot Square  
London E14 4QJ  
United Kingdom

## **DEALERS**

### **Credit Suisse Securities (USA) LLC**

11 Madison Avenue  
New York  
NY 10010-3629  
United States of America

### **Credit Suisse International**

One Cabot Square  
London E14 4QJ  
United Kingdom

## **LUXEMBOURG PAYING AGENT AND LUXEMBOURG TRANSFER AGENT**

### **Banque Internationale à Luxembourg, société anonyme**

69 route d'Esch  
L-2953 Luxembourg

## **AUDITORS TO THE ISSUER**

### **PricewaterhouseCoopers AG**

Birchstrasse 160  
CH 8050 Zurich  
Switzerland

## **LEGAL ADVISERS TO THE ISSUER**

### **Linklaters**

11/F, Alexandra House  
18 Chater Road  
Central  
Hong Kong