SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

EMPLOYEES RETIREMENT SYSTEM FOR THE CITY OF PROVIDENCE, derivatively as a shareholder of CREDIT SUISSE GROUP AG on behalf of CREDIT SUISSE GROUP AG, Plaintiff, v. URS ROHNER, *et al.*, Defendants, and CREDIT SUISSE GROUP AG, Nominal Defendant.	**Index No. 651657/2022** **Hon. Andrea Masley** JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF DERIVATIVE ACTION SETTLEMENT Mot. Seq. Nos. 26 & 27

WHEREAS, the above-captioned stockholder derivative action (the "Action") is pending in this Court;

WHEREAS, (i) plaintiff Employees Retirement System for the City of Providence ("Plaintiff"), derivatively as a stockholder of Credit Suisse Group, AG ("Credit Suisse," and together with its successors and assigns, the "Company"); (ii) UBS Group AG ("UBS"), as successor to Credit Suisse Group AG; (iii) Urs Rohner, Iris Bohnet, Christian Gellerstad, Andreas Gottschling, Michael Klein, Shan Li, Seraina Macia, Richard Meddings, Kai S.

Nargolwala, Ana Paula Pessoa, Joaquin J. Ribeiro, Severin Schwan, and John Tiner (collectively, the "Former Director Defendants"); and (iv) Eric Varvel, Thomas P. Gottstein, Lara J. Warner, Brian Chin, David Miller, and Radhika Venkatraman (collectively, the "Former Executive Defendants," and together with the Former Director Defendants, the "Individual Defendants"; and the Individual Defendants together with Credit Suisse, "Defendants") (Plaintiff and Defendants, together, the "Parties" and each a "Party") have entered into a Stipulation and Agreement of Settlement, Compromise, and Release dated August 21, 2025 (the "Stipulation") that provides for a complete dismissal with prejudice of the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the "Settlement");

WHEREAS, by Order dated August 22, 2025 (the "Notice Order"), this Court (i) preliminarily approved the proposed Settlement; (ii) approved the proposed forms of notice attached to the Stipulation as Exhibits B and C; (iii) ordered that notice of the proposed Settlement be provided to Current UBS Stockholders; (iv) explained Current UBS Stockholders' right to object to the Settlement and/or Plaintiff's Counsel's application for an award of attorneys' fees and Litigation Expenses, including any application for a service award to Plaintiff (the "Fee and Expense Application"); and (v) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on October 17, 2025 (the "Settlement Hearing") to, among other things: (i) consider whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Company and its stockholders; (ii) consider whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Company and its stockholders; (iii) consider whether a judgment approving the Settlement, dismissing the Action with prejudice, and granting the Releases provided under the Stipulation should be entered; (iv) consider whether the Fee and Expense Application is fair and reasonable and should therefore be approved; (v) hear and rule on any objections to the Settlement and/or the Fee and Expense Application; and (vi) consider any other matters that may properly be brought before the Court in connection with the Settlement; and

WHEREAS, adequate and sufficient notice of the Settlement Hearing has been given in accordance with the Notice Order; the Parties have appeared by their respective attorneys of record; the Court has heard and considered evidence in support of the proposed Settlement and Fee and Expense Application; the attorneys for the respective Parties have been heard; an opportunity to be heard has been given to all other persons or entities requesting to be heard in accordance with the Notice Order; and the entire matter of the proposed Settlement and Fee and Expense Application has been heard and considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this 14th day of July, 2025, as follows:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation and the Notice Order.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement.

3. **Derivative Action Properly Maintained; Adequacy of Plaintiff and Plaintiff's Counsel:** For purposes of evaluating the Settlement, the Court finds that each of the provisions of New York Business Corporation Law § 626 has been satisfied and the Action has been properly maintained as a derivative action according to New York Business Corporation Law § 626. Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Company and its stockholders both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

4. **Notice:** The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (i) were implemented in accordance with the Notice Order; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Current UBS Stockholders of: (a) the pendency of the Action; (b) the effect of the Settlement (including the Releases to be provided thereunder) and the Fee and Expense Application; (c) their right to object to any aspect of the Settlement and/or the Fee and Expense Application; and (d) their right to appear at the Settlement Hearing; (iii) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfied the requirements of New York Business Corporation Law § 626(d), the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

5. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with New York Business Corporation Law § 626, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation, the Settlement Amount, the Released Claims, and the dismissal with prejudice of the claims asserted against the Individual Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to, and in the best interests of, the Company. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation, which this Judgment incorporates and makes a part hereof.

6. Upon the Effective Date, the Action and all of the claims asserted against the Individual Defendants in the Action will be dismissed with prejudice. The Parties shall bear their own fees, costs, and expenses, except as otherwise provided in the Stipulation and this Judgment.

7. The Court finds that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of 22 N.Y.C.C.R. §130-1 and all other similar laws and statutes.

8. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on the Parties and all UBS stockholders, as well as their heirs, executors, successors, and assigns.

9. **Releases:** The Releases set forth in the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(i) Without further action by anyone, upon the Effective Date of the Settlement, Plaintiff, Credit Suisse, and UBS shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiff's Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiff's Claims against the Released Defendants' Persons. For the avoidance of doubt, the Released Plaintiff's Claims will not cover, include, or release (i) the direct claims asserted in *Stevenson v. Thornburgh*, Case No. 23 Civ. 4458 CM (SLC) (S.D.N.Y.) or *Lawtone-Bowles v. Thornburgh*, Case No. 23 Civ. 4813 CM (SLC) (S.D.N.Y.) or (ii) the derivative claims asserted in *Cattan v. Rohner*, Index No. 652468/2020 (Sup. Ct. N.Y. Cnty.), other than those that were asserted in or that arise out of or relate to the allegations, transactions, facts, matters, disclosures, or non-disclosures set forth in the Complaint filed in this Action.

(ii) Without further action by anyone, upon the Effective Date of the Settlement, Defendants and UBS shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims against the Released Plaintiff's Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiff's Persons.

10. Notwithstanding paragraph 9 above, nothing in the Stipulation or in this Judgment shall in any way impair or restrict the rights of the Parties to enforce the terms of the Settlement pursuant to the Stipulation.

11. **No Admissions:** Neither this Judgment, the Term Sheet, the Stipulation (whether or not consummated), including the exhibits thereto, the negotiations leading to the execution of the Term Sheet or the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (i) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiff; the validity of any claim that was or could have been asserted; the validity of any legal arguments that Plaintiff has made or could have made; the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation; or any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons, or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding (including this Action if it is not dismissed in accordance with the Stipulation), other than such proceedings as may be necessary to effectuate the

provisions of the Stipulation; (ii) shall be deemed to represent an admission by any Defendant that he, she, or it is subject to personal jurisdiction in the Action, or to personal jurisdiction in any location anywhere, and Defendants' entry into the Stipulation shall be without prejudice to all claims and defenses by any and all Defendants regarding personal jurisdiction; (iii) shall be offered against any of the Released Plaintiff's Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff's Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff's Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (iv) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given under the Stipulation represents the judgment amount that could be or would have been achieved after trial; *provided, however*, that the Parties, UBS, and the Released Persons and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted under this Judgment or the Stipulation or otherwise to enforce the terms of the Settlement.

12. **Award of Attorneys' Fees and Expenses:** Plaintiff's Counsel is hereby awarded attorneys' fees in the amount of 29 % of the Settlement Fund and Litigation Expenses in the amount of $ 2,474,886 ("Fee and Expense Award"), which amounts the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid out of the Settlement Fund in accordance with the terms of the Stipulation.

13. Plaintiff is hereby awarded a service award in the amount of $ 10,000.00 ("Service Award"). The Service Award shall be paid to Plaintiff from the Fee and Expense Award awarded under paragraph 12 above.

14. No proceedings or court order with respect to the Fee and Expense Award or the Service Award shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

15. **Modification of the Stipulation:** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of the Company or its or UBS's stockholders in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

16. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, then: (i) this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; (ii) this Judgment shall be without prejudice to the rights of the Parties or Company stockholders; and (iii) the Parties shall revert to their respective positions in the Action as of immediately prior to the Parties' execution of the Term Sheet on July 21, 2025, as provided under the Stipulation.

17. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court has continuing and exclusive jurisdiction over the Parties and all UBS stockholders for purposes of the administration, interpretation, implementation, and enforcement of the Settlement, and all other matters relating to the Settlement.

DATED: July 14, 2026

THE HONORABLE ANDREA MASLEY, J.S.C.

FILED
Jul 17 2026
NEW YORK
COUNTY CLERK'S OFFICE

July 17. 2026
DATE

Milton Adair Tingling
CLERK

Index No. 651657/2022

JUDGMENT

FILED
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AT 04:21 P M
N.Y. CO. CLK'S OFFICE