

**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

NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF
STOCKHOLDER DERIVATIVE
ACTION

EXHIBIT B

The Supreme Court of the State of New York, County of New York, authorized this Notice.
This is not a solicitation from a lawyer.

TO: ALL PERSONS OR ENTITIES WHO OR WHICH HELD SHARES OF UBS GROUP AG (“UBS”) (AS SUCCESSOR TO CREDIT SUISSE GROUP AG (“CREDIT SUISSE”), AND TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “COMPANY”) COMMON STOCK AS OF THE CLOSE OF TRADING ON AUGUST 22, 2025 (“CURRENT UBS STOCKHOLDERS”).

The purpose of this Notice is to inform you of: (i) the pendency of the stockholder derivative action captioned *Employees Retirement System for the City of Providence v. Rohner, et al.*, Index No. 651657/2022 (the “Action”), which was brought by plaintiff Employees Retirement System for the City of Providence (“Plaintiff”), on behalf of and for the benefit of Credit Suisse Group AG (“Credit Suisse,” and together with its successors and assigns, the “Company”), in the Supreme Court of the State of New York, County of New York (the “Court”); (ii) a proposed settlement of the Action (the “Settlement”), subject to the approval of the Court, as provided in the Stipulation and Agreement of Settlement, Compromise, and Release dated August 21, 2025 (the “Stipulation of Settlement” or “Stipulation”); (iii) the hearing that the Court will hold on **October 17, 2025, at 9:30 a.m.**, to determine whether to approve the proposed Settlement and to consider the application by Plaintiff’s Counsel for an award of attorneys’ fees and litigation expenses,

including any service award to Plaintiff to be deducted solely from any fee and expense award to Plaintiff's Counsel; and (iv) Current UBS Stockholders' rights with respect to the proposed Settlement and the application for attorneys' fees and expenses.¹

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT OF THIS
ACTION.**

The Stipulation of Settlement was entered into as of August 21, 2025, between and among (i) Plaintiff, derivatively as a stockholder of Credit Suisse; (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"), subject to the approval of the Court.

As described in paragraph 23 below, the Settlement provides for a cash payment of \$115,000,000 (United States Dollars) (the "Settlement Amount"), which, after deducting any Court-awarded attorneys' fee and expenses and any applicable taxes, will be paid to the Company.

Because the Action was brought as a derivative action, which means that the Action was brought by Plaintiff on behalf of and for the benefit of Credit Suisse, the cash recovery from the Settlement will go to UBS, as successor to Credit Suisse. Individual Company stockholders will not receive any direct payment from the Settlement.

PLEASE NOTE: THERE IS NO PROOF OF CLAIM FORM FOR STOCKHOLDERS TO SUBMIT IN CONNECTION WITH THIS SETTLEMENT, AND STOCKHOLDERS ARE NOT REQUIRED TO TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to explain the Action, the terms of the proposed Settlement, and how the proposed Settlement affects Company stockholders' legal rights.

2. In a derivative action, one or more persons or entities who are current stockholders of a corporation sue on behalf of and for the benefit of the corporation, seeking to enforce the corporation's legal rights. In this case, Plaintiff has filed suit against Defendants on behalf of and

¹ All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation or the Notice Order, which are available in the "Investor Relations" section of UBS's website, <https://www.ubs.com/global/en/investor-relations.html>, and on Plaintiff's Counsel's website, www.blbglaw.com.

for the benefit of Credit Suisse. During the pendency of the case, Credit Suisse merged with and into UBS.

3. The Court has scheduled a hearing to consider the fairness, reasonableness, and adequacy of the Settlement and the application by Plaintiff's Counsel for an award of attorneys' fees and expenses (the "Settlement Hearing"). See paragraphs 32-33 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

THE FOLLOWING DESCRIPTION OF THE ACTION AND THE SETTLEMENT HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

A MORE COMPLETE STATEMENT OF THE FACTS OF THIS MATTER IS SET FORTH IN THE PARTIES' PLEADINGS AND BRIEFING. PLEASE SEE PARAGRAPH 40 BELOW FOR MORE INFORMATION ABOUT HOW AND WHERE TO LOCATE THOSE DOCUMENTS.

4. On April 26, 2022, Plaintiff filed a verified shareholder derivative complaint alleging that the Individual Defendants breached their fiduciary duties under Swiss law by *inter alia* failing to establish and oversee reasonable and effective risk management systems at Credit Suisse (the "Complaint"). As set forth in the Complaint, Plaintiff also alleged that the Individual Defendants disregarded multiple red flags of risk control deficiencies, including in Credit Suisse's New York operations. Further, Plaintiff alleged that the Individual Defendants' risk management failures caused Credit Suisse to suffer significant losses when, between 2020 and 2021, two hedge funds (Malachite Capital Management and Archegos Capital Management) and a financial services company (Greensill Capital Management) defaulted.

5. The Individual Defendants vigorously dispute and deny each and every allegation, claim, and contention made by Plaintiff, including any and all allegations of fault, wrongdoing, liability, and the existence of any damages asserted in the Complaint. Certain Individual Defendants also dispute that Plaintiff has the capacity to bring this Action, and certain Individual Defendants and Credit Suisse dispute that the trial court has jurisdiction over them personally.

6. After the plaintiff in a proceeding pending before the trial court captioned *Cattan v. Rohner*, No. 652468/2020 (Sup. Ct. N.Y. Cnty.) ("*Cattan*"), amended his complaint to add a small number of allegations similar to those made in this Action, on May 18, 2022, Plaintiff moved to intervene in and for a limited stay of *Cattan*. On April 10, 2023, the trial court dismissed the *Cattan* case and granted Plaintiff's motion to stay a narrow range of allegations similar to those made in this Action.

7. On September 23, 2022, three Defendants moved to dismiss the Complaint. They argued that the case should be dismissed on *forum non conveniens* grounds and that the Complaint failed to plead Swiss law breaches of fiduciary duty with the particularity required by the

heightened standard of CPLR 3016(b). Defendants' motion to dismiss was fully briefed, including the submission of competing expert affirmations, and argued by December 8, 2022.

8. The Court denied Defendants' motion in its entirety at the December 8, 2022 hearing and then subsequently entered an order on January 31, 2023.

9. On February 27, 2023, those Defendants filed a motion with the Court seeking to reargue their motion to dismiss on the pleading standard, which was fully briefed, and oral argument was held by July 18, 2023. On March 1, 2023, those Defendants filed a notice of appeal with the First Department.

10. On February 8, 2024, after full briefing and argument, the First Department denied Defendants' appeal and unanimously affirmed the Court's order denying Defendants' motion to dismiss. Those Defendants sought leave to appeal to the New York Court of Appeals, which was denied. The trial court subsequently denied Defendants' motion for re-argument on the pleading standard.

11. On November 21, 2023, certain Defendants moved to dismiss the Complaint for lack of standing and capacity to sue and failure to join a necessary party. Plaintiff vigorously opposed the motion. The motion was briefed and then argued on August 15, 2024; at the direction of the Court, supplemental submissions were made on June 13, 2025. That motion remains pending.

12. The Parties engaged in extensive discovery. For example, Defendants and third parties produced over two hundred and ninety-eight thousand (298,000) documents totaling over one million and five hundred and eighty thousand (1,580,000) pages, which Plaintiff's team of attorneys reviewed and analyzed. Plaintiff also took depositions of thirty-two (32) witnesses, including sixteen (16) named Defendants, in-person in London, England, New York, Los Angeles, Washington, D.C., and West Palm Beach, Florida, and remotely.

13. The Parties engaged in international discovery. After an initial round of briefing and argument in 2023, the Court granted on June 24, 2024 four letters of request for discovery from UBS and certain Individual Defendants in Switzerland. On December 9, 2024, UBS moved in a Swiss legal proceeding to dismiss the letter of request directed at UBS. That motion was fully briefed on July 7, 2025, and remains pending. Plaintiff withdrew two of the letters of request seeking Swiss examinations of certain Individual Defendants, and one remains outstanding.

14. The Parties filed multiple discovery motions. On October 28, 2024, Defendant Gottstein filed a motion to quash a deposition notice. On November 5, 2024, Plaintiff filed a motion to compel Credit Suisse to produce correspondence with the Swiss banking regulator FINMA. On November 20, 2024, Plaintiff filed a motion to compel disclosure of certain Defendant communications. The Court denied Defendant Gottstein's motion as moot on July 14, 2025, after Plaintiff and Gottstein stipulated to the withdrawal of the letter of request to Gottstein. The motions to compel remain pending.

15. Plaintiff and the Individual Defendants also engaged in significant expert discovery. For example, they exchanged nine extensive expert reports (four for Plaintiff; five for

the Individual Defendants) totaling many hundreds of pages on issues of Swiss law, risk management controls, corporate governance, and damages.

16. On October 28, 2024, certain Defendants filed motions to dismiss the Complaint for lack of personal jurisdiction. Plaintiff vigorously opposed those motions. These motions were fully briefed and then argued on May 2, 2025, and remain pending.

17. The Parties and UBS engaged in extensive settlement negotiations, which were supervised by one of the nation's preeminent mediators, former federal District Court judge, Layn Phillips. Among the negotiations, the Parties engaged in three separate full day in-person mediation sessions in May 2023, May 2024, and July 2025.

18. At the conclusion of the July 2025 mediation session, after extensive negotiations, Judge Phillips issued a mediator's proposal to settle the Action in exchange for a cash payment of \$115,000,000 (United States Dollars) for the benefit of the Company, which all Parties accepted. The agreement in principle among the Parties and UBS to settle the Action, which was subject to the execution of a formal, final stipulation and agreement of settlement and related papers, was memorialized in a Settlement Term Sheet executed on July 21, 2025 (the "Term Sheet").

19. On July 14, 2025, Plaintiff informed the Court that the Parties had reached an agreement in principle to settle the Action.

20. After additional negotiations regarding the specific terms of their agreement, the Parties and UBS entered into the Stipulation of Settlement on August 21, 2025. The Stipulation of Settlement, which reflects the final and binding agreement among the Parties and UBS with respect to the Settlement and supersedes the Term Sheet, can be viewed at the "Investor Relations" section of UBS's website, <https://www.ubs.com/global/en/investor-relations.html>.

21. In connection with settlement discussions and negotiations leading to the proposed Settlement set forth in the Stipulation of Settlement, counsel for the Parties did not discuss the appropriateness or amount of any application by Plaintiff's Counsel for an award of attorneys' fees and expenses.

22. On August 22, 2025, the Court entered the Notice Order in connection with the Settlement which, among other things, preliminarily approved the proposed Settlement, authorized this Notice to be provided to Current UBS Stockholders, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

WHAT ARE THE TERMS OF THE SETTLEMENT?

23. In consideration of the full settlement, compromise, and release of the Released Plaintiff's Claims (defined in paragraph 27 below) against the Released Defendants' Persons (defined in paragraph 27 below) and the dismissal with prejudice of the Action, the Parties have agreed to a cash settlement of \$115,000,000 (United States Dollars) (the "Settlement Amount") to be funded by Defendants' directors and officers liability insurance. In accordance with the terms of the Stipulation of Settlement, UBS shall cause the Settlement Amount to be paid into an escrow account controlled by Plaintiff's Counsel (the "Escrow Account"). The Settlement Amount plus

any interest earned thereon (the “Settlement Fund”), less (i) any Fee and Expense Award paid or payable and/or any reserve to account for any potential future Fee and Expense Award and (ii) any Taxes with respect to any interest earned on the Settlement Fund while on deposit in the Escrow Account, shall be paid from the Escrow Account to UBS, as successor to Credit Suisse, no later than ten (10) business days after the Effective Date of the Settlement.

WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

24. Plaintiff brought its claims in good faith and continues to believe that its claims have merit, but, based upon Plaintiff’s and Plaintiff’s Counsel’s investigation, including a review of the voluminous documents and deposition testimony produced in this Action, and taking into consideration the risks of continued litigation and the relative costs and benefits to the Company of continuing this Action, Plaintiff and Plaintiff’s Counsel have determined that the Settlement is fair, reasonable, adequate, and in the best interests of the Company and its stockholders. Based on Plaintiff’s direct oversight of the prosecution of this Action, and with the advice of its counsel, Plaintiff has agreed to settle, compromise, and release the claims asserted in the Action pursuant to the Settlement, after considering (i) the substantial financial benefit provided under the proposed Settlement; (ii) the uncertain outcome and significant risks of continued litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation.

25. The Individual Defendants have denied, and continue to deny, each and every allegation, claim, and contention made by Plaintiff, including any and all allegations of fault, wrongdoing, liability, and the existence of any damages asserted in the Complaint. Without limiting the generality of the foregoing, the Individual Defendants have denied, and continue to deny, that they have committed any breach of fiduciary duty or wrongdoing, have aided or abetted any such breach or wrongdoing, have violated any law or statutory duty whatsoever, or have caused any damages to Credit Suisse, and each Individual Defendant expressly maintains that he or she has acted properly and in good faith and has diligently and scrupulously complied with his or her statutory, fiduciary, and other legal duties. The Individual Defendants are entering into the Stipulation and the Settlement solely to eliminate the burden, expense, disruption, and distraction inherent in further litigation, and without admitting the validity of any allegations made by Plaintiff, or any liability with respect thereto, and thus have concluded that it is desirable that the claims against them be settled on the terms reflected in the Stipulation.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

26. If the Settlement is approved, the Court will enter a Judgment and Order Granting Final Approval of Derivative Action Settlement (the “Judgment”). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(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 the

Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiff's Claims (defined in paragraph 27 below) against the Released Defendants' Persons (defined in paragraph 27 below), and shall forever be barred and enjoined from prosecuting the Released Plaintiff's Claims against the Released Defendants' Persons.

(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 the Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims (defined in paragraph 27 below) against the Released Plaintiff's Persons (defined in paragraph 27 below), and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiff's Persons.

27. The following capitalized terms used in paragraph 26 above shall have the meanings specified below

"Released Claims" means, collectively, the Released Plaintiff's Claims and the Released Defendants' Claims.

"Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, federal, foreign, or common law, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action; except for claims relating to the enforcement of the Settlement.

"Released Defendants' Persons" means Defendants and their current and former parents, subsidiaries, officers, directors, attorneys, family members, trustees, trusts, insurers, heirs, executors, administrators, predecessors, successors, and assigns.

"Released Plaintiff's Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, federal, foreign, or common law, that (i) were asserted in the Complaint; or (ii) could have been asserted derivatively on behalf of the Company, or directly under Article 754 of the Swiss Code of Obligations, in the Complaint or in any other forum and that arise out of or relate to the allegations, transactions, facts, matters, disclosures, or non-disclosures set forth in the Complaint; except for claims relating to the enforcement of the Settlement. For the avoidance of doubt, the Released Plaintiff's Claims will not cover, include, or release any other direct claims of Plaintiff or any other Company stockholder, including without limitation any claims asserted under the federal securities laws, including without limitation the claims asserted in *City of St. Clair Shores Police and Fire Retirement System v. Credit Suisse Group AG, et al.*, Civil Action No. 1:21-cv-03385-NRB (S.D.N.Y.).

"Released Plaintiff's Persons" means Plaintiff and its current and former parents, subsidiaries, officers, directors, attorneys (including Plaintiff's Counsel), family members, trustees, trusts, insurers, heirs, executors, administrators, predecessors, successors, and assigns.

"Unknown Claims" means any Released Plaintiff's Claims that Plaintiff, Credit Suisse, or UBS does not know or suspect to exist in its favor at the time of the release of such claims,

and any Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants' Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties and UBS stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff, Defendants, and UBS shall expressly waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff, Defendants, and UBS acknowledge that the foregoing waiver was separately bargained for and is a key element of the Settlement.

28. By Order of the Court, (i) all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation of Settlement have been stayed until otherwise ordered by the Court; and (ii) Plaintiff and all other Company stockholders are barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against any of the Released Defendants' Persons.

HOW WILL THE ATTORNEYS BE PAID?
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29. Plaintiff's Counsel has not received any payment for its services in pursuing claims in the Action on behalf of the Company, nor has Plaintiff's Counsel been paid for its Litigation Expenses incurred in connection with the Action. In connection with the Settlement, Plaintiff's Counsel will apply to the Court for an award of attorneys' fees and payment of Litigation Expenses ("Fee and Expense Award") to be paid solely from (and out of) the Settlement Fund. In connection with Plaintiff's Counsel's application for a Fee and Expense Award ("Fee and Expense Application"), Plaintiff may petition the Court for a service award ("Service Award") to be paid solely from any Fee and Expense Award to Plaintiff's Counsel.

30. The Fee and Expense Application will include a request for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund, plus payment of Litigation Expenses in an amount not to exceed \$3,200,000. In connection with the Fee and Expense Application, Plaintiff may petition the Court for a Service Award not to exceed \$10,000 to be paid solely from any Fee and Expense Award to Plaintiff's Counsel.

31. The Court will determine the amount of any Fee and Expense Award to Plaintiff's Counsel and any Service Award to Plaintiff. Any Fee and Expense Award will be paid out of the Settlement Fund and any Service Award will be paid solely from any Fee and Expense Award. UBS stockholders are not personally liable for any such fees, expenses, or service award.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I
HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT HEARING? MAY I
OBJECT TO THE SETTLEMENT AND SPEAK AT THE HEARING IF I DON'T
LIKE THE SETTLEMENT?

32. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before the Honorable Andrea Masley on **October 17, 2025, at 9:30 a.m.**, at the Supreme Court of the State of New York, County of New York, 60 Centre Street, Courtroom 242, New York, NY 10007. At the Settlement Hearing, the Court will, among other things: (i) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Company and its stockholders; (ii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation of Settlement is fair, reasonable, and adequate to the Company and its stockholders, and should be approved by the Court; (iii) determine whether a Judgment (substantially in the form attached as Exhibit D to the Stipulation of Settlement) approving the Settlement, dismissing the Action with prejudice, and granting the Releases provided under the Stipulation of Settlement, should be entered; (iv) consider Plaintiff's Counsel's Fee and Expense Application, including any Service Award to Plaintiff; (v) consider any objections to the Settlement 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.

33. Please Note: The Court may adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice of any kind to UBS stockholders. The Court also may approve the Stipulation of Settlement and the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice to UBS stockholders. The Settlement Hearing may be converted to a hearing by Zoom or telephone, in which case information about how to attend the hearing remotely will be provided on the docket. You should monitor the Court's docket and the website of Plaintiff's Counsel, as indicated in paragraph 40 below, before making plans to attend the Settlement Hearing. You may also confirm the date and time of the Settlement Hearing by contacting Plaintiff's Counsel as indicated in paragraph 40 below.

34. Any Current UBS Stockholder who or which continues to own shares of UBS common stock as of October 17, 2025, the date of the Settlement Hearing, may object to the Settlement and/or the Fee and Expense Application, including Plaintiff's application for a Service Award. Objections must be in writing and filed with the Clerk's Office of the Supreme Court of the State of New York, County of New York, at the address set forth below on or before September 26, 2025. Objections must also be served by hand, first class U.S. mail, or express service on Counsel for Plaintiff and Counsel for the Company, at the addresses set forth below, with copies also emailed to jeroen@blbglaw.com and jhall@cahill.com, such that they are received on or before September 26, 2025.

New York County Clerk's Office

New York County Clerk
Supreme Court of the State of New York
County of New York
Commercial Division
60 Centre Street
Room 161
New York, NY 10007
Attention: Justice Masley

Counsel for Plaintiff

Jeroen van Kwawegen
Bernstein Litowitz Berger & Grossmann LLP
1251 Avenue of the Americas
New York, NY 10020

Counsel for the Company

Jason Hall
Cahill Gordon & Reindel LLP
32 Old Slip
New York, NY 10005

35. Any objections must: (i) identify the case name and index number, *Employees Retirement System for the City of Providence v. Rohner, et al.*, Index No. 651657/2022 (Supreme Court of New York, New York County); (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector's counsel; (iii) be signed by the Objector; (iv) state with specificity the grounds for and purpose of the objection, including a detailed statement of the specific legal and factual basis for each and every objection; (v) if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing; and (vi) include (a) documentation sufficient to prove that the Objector owned shares of UBS common stock as of the close of trading on August 22, 2025, (b) documentation sufficient to prove that the Objector continues to hold shares of UBS common stock as of the date of filing of the objection, and (c) a statement that the Objector will continue to hold shares of UBS common stock as of the date of the Settlement Hearing. Documentation establishing ownership of UBS common stock must consist of copies of an official brokerage account statement, a screen shot of an official brokerage account, or an authorized statement from the Objector's broker containing the information found in an account statement. The Parties are authorized to request from any Objector additional information or documentation sufficient to prove his, her, or its holdings of UBS common stock.

36. Current UBS Stockholders who or which own shares as of the date of the Settlement Hearing may file a written objection without having to appear at the Settlement Hearing. Unless the Court orders otherwise, however, no one may appear at the Settlement Hearing to present an

objection unless he, she, or it first filed and served a written objection in accordance with the procedures described above.

37. Current UBS Stockholders who or which own shares as of the date of the Settlement Hearing who file and serve a timely written objection as described above and who wish to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement or the Fee and Expense Application must also file a notice of appearance with the Court and serve it on Counsel for Plaintiff and Counsel for the Company at the mailing and email addresses set forth in paragraph 34 above so that it is *received* on or before September 26, 2025. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

38. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 34 above so that the notice is *received* on or before September 26, 2025.

39. Unless the Court orders otherwise, any Current UBS Stockholder who or which does not make his, her, or its objection in the manner provided herein shall: (i) be deemed to have waived and forfeited his, her, or its right to object to any aspect of the Settlement or the Fee and Expense Application; (ii) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, or the Fee and Expense Application; and (iii) be deemed to have waived and to be forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement or the Fee and Expense Application.

<p>CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?</p>

40. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, or the terms of the Settlement. For a more detailed statement of the matters involved in the Action, you may view a copy of the Stipulation of Settlement in the "Investor Relations" section of UBS's website, <https://www.ubs.com/global/en/investor-relations.html>. You may also inspect the pleadings, the Stipulation of Settlement, the Orders entered by the Court, and other papers filed in the Action by accessing the Court docket in this case through the New York State Unified Court System at <https://iapps.courts.state.ny.us/nyscef/CaseSearch> (in the "Case Number" field type "651657/2022") or, subject to customary copying fees, by visiting, during regular business hours of each business day, the Clerk of the Supreme Court of New York, County of New York, 60 Centre Street, New York, NY 10007. Copies of key case filings, including the Stipulation of Settlement, Notice Order, and Complaint, are also available on the website of Plaintiff's Counsel: www.blbglaw.com. Upon written request, Plaintiff's Counsel will provide stockholders with a copy of the public version of any other filing in the Action. If you have questions regarding the

Action or the Settlement, you may write, call, or email Plaintiff's Counsel: Jeroen van Kwawegen, Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, New York, NY 10020; 800-380-8496 (telephone); settlements@blbglaw.com (email).

DO NOT CALL OR WRITE THE COURT REGARDING THIS NOTICE.

Dated: 29 August, 2025

BY ORDER OF THE COURT