NOTICE OF FILING

Details of Filing

Document Lodged:	Statement of Claim - Form 17 - Rule 8.06(1)(a)
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	7/09/2026 3:00:12 PM AEST
Date Accepted for Filing:	9/09/2026 3:35:48 PM AEST
File Number:	NSD169/2023
File Title:	CREDIT SUISSE VIRTUOSO SICAV-SIF IN RESPECT OF THE SUB-FUND - CREDIT SUISSE (LUX) SUPPLY CHAIN FINANCE FUND & ANOR v INSURANCE AUSTRALIA LTD ACN 000 016 722 & ORS
Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form 17
Rule 8.05(1)(a)

~~Third~~ Fourth Further Amended Statement of Cross-Claim

No. 169 of 2023

Federal Court of Australia

District Registry: New South Wales

Division: Commercial and Corporations

Credit Suisse Virtuoso SICAV-SIF in respect of the sub-fund – Credit Suisse (Lux) Supply Chain Finance Fund

First Applicant

Credit Suisse Nova (Lux) in respect of the sub-fund Credit Suisse Nova (Lux) Supply Chain Finance High Income Fund

Second Applicant

Insurance Australia Limited and others named in the Schedule to the Applicants' claim

Respondents

Marsh Limited

Cross-claimant

UBS Asset Management (Europe) S.A.

First Cross-Respondent

UBS Asset Management Switzerland AG

Second Cross-Respondent

UBS Fund Administration Services Luxembourg S.A.

Third Cross-Respondent

Filed on behalf of (name & role of party) Marsh Limited
Prepared by (name of person/lawyer) Paul Reidy
Law firm (if applicable) Johnson Winter Slattery
Tel +61 (0)28274 9555 Fax +61 (0)2 8274 9500
Email paul.reidy@jws.com.au
Address for service (include state and postcode) 14/50 Bridge Street, SYDNEY NSW 2000

TABLE OF CONTENTS

A RELEVANT PARTIES 7

B THE ESTABLISHMENT OF THE VIRTUOSO SUB-FUND 9

B1 SOME EARLY LOANS AND INVESTMENTS IN GREENSILL 9

B2 GREENSILL'S INITIAL PROPOSAL TO THE CREDIT SUISSE GROUP 16

B3 FURTHER ENGAGEMENT BETWEEN GREENSILL AND THE CREDIT SUISSE GROUP TO DEVELOP AN INVESTMENT FUND 17

B4 THE STRUCTURE OF THE INVESTMENT PROCESS 20

B5 THE OFFERING MEMORANDA FOR THE VIRTUOSO SUB-FUND 21

B6 THE INTERNAL INVESTMENT GUIDELINES FOR THE VIRTUOSO SUB-FUND 28

B7 THE VIRTUOSO WAREHOUSING LETTERS 28

B8 THE LAUNCH OF THE VIRTUOSO SUB-FUND 30

C THE ESTABLISHMENT OF THE NOVA SUB FUND 31

C1 THE DEVELOPMENT OF THE NOVA SUB-FUND 31

C2 THE PROSPECTUS FOR THE NOVA SUB-FUND 31

C3 THE INTERNAL INVESTMENT GUIDELINES FOR THE NOVA SUB-FUND 38

C4 THE NOVA WAREHOUSING LETTERS 38

C5 LAUNCH OF THE NOVA SUB-FUND 39

D THE LAGOON PARK, WICKHAM AND HOFFMAN NOTES PROGRAMS 39

D1 THE LAGOON PARK NOTES PROGRAM 39

D2 THE WICKHAM NOTES PROGRAM 43

D3 THE HOFFMAN NOTES PROGRAM 46

E OBLIGATIONS OF CSFM AND CSAM WITH RESPECT TO THE VIRTUOSO SUB-FUND 51

E1 THE VIRTUOSO MANAGEMENT AGREEMENT 51

E2 DUTIES OF CSFM WITH RESPECT TO THE VIRTUOSO SUB-FUND UNDER LUXEMBOURG LAW 55

E3 THE PORTFOLIO MANAGEMENT AGREEMENT – VIRTUOSO SUB-FUND 59

E4 DUTIES OF CSAM WITH RESPECT TO THE VIRTUOSO SUB-FUND UNDER LUXEMBOURG AND SWISS LAW 62

F OBLIGATIONS OF CSFM AND CSAM WITH RESPECT TO THE NOVA SUB-FUND .. 65

F1 THE NOVA MANAGEMENT AGREEMENT 65

F2 DUTIES OF CSFM WITH RESPECT TO THE NOVA SUB-FUND UNDER LUXEMBOURG LAW 69

F3 THE PORTFOLIO MANAGEMENT AGREEMENT – THE NOVA SUB-FUND 73

F4 DUTIES OF CSAM WITH RESPECT TO THE NOVA SUB-FUND UNDER LUXEMBOURG AND SWISS LAW 75

G DUE DILIGENCE AND PRODUCT DEVELOPMENT FAILURES AT THE LAUNCH OF THE SUB-FUNDS 78

G1 FAILURES IN DUE DILIGENCE AT OR ABOUT THE LAUNCH OF THE VIRTUOSO SUB-FUND 78

G1A FAILURES IN PRODUCT DEVELOPMENT AND APPROVAL FOR THE LAUNCH OF THE VIRTUOSO SUB-FUND 83

G2 FAILURES IN DUE DILIGENCE AT OR ABOUT THE LAUNCH OF THE NOVA SUB-FUND 86

G3 FAILURES IN PRODUCT DEVELOPMENT AND APPROVAL FOR THE LAUNCH OF THE NOVA SUB-FUND 86

GA HIGH CASH LEVELS 89

H ISSUES WITH ENTITIES ASSOCIATED WITH SANJEEV GUPTA 91

H1 CONCERNS ABOUT THE EXPOSURE OF THE SUB-FUNDS TO COMPANIES ASSOCIATED WITH MR GUPTA 91

H2 FAILURES WITH RESPECT TO INVESTMENTS WITH ENTITIES LINKED TO MR GUPTA 132

I SOFTBANK 136

I1 SOFTBANK'S INVESTMENTS WITH GREENSILL AND IN THE VIRTUOSO SUB-FUND 136

I2 THE "SIDE LETTER" BETWEEN SOFTBANK AND CSFM 143

I3 NON-COMPLIANCE WITH REQUIREMENTS TO REDUCE THE EXPOSURE TO SOFTBANK 151

I3A SOFTBANK'S INVESTMENT IN KATERRA 159

I4 FAILURES WITH RESPECT TO SOFTBANK 161

IA BLUESTONE 164

IA1 THE EXPOSURE OF THE SUB-FUNDS TO BLUESTONE 164

IA2 THE "CURRAJONG" ARRANGEMENT 167

IA3 FAILINGS WITH RESPECT TO BLUESTONE 169

IB SPECIAL NEEDS GROUP 170

IC KERRY IRELAND ... 172

J THE APPROACH TO INSURANCE ... 174

J1 THE HIGH CONCENTRATION OF INSURANCE ... 174

J1A THE NATURE OF THE INSURANCE POLICY ... 178

J1B DISCLOSURES TO INVESTORS ON INSURANCE ... 178

J2 FAILURES WITH RESPECT TO THE APPROACH TO INSURANCE ... 179

K FUTURE RECEIVABLES ... 182

K1 AMENDMENT TO THE HOFFMAN NOTES PROGRAM TO ADD ANNEX J ... 182

K2 FIRST PURCHASE OF FUTURE RECEIVABLES – RASMUSSEN / BLUESTONE ... 187

K3 CONCERNS IDENTIFIED AT CREDIT SUISSE AS TO FUTURE RECEIVABLES ... 190

K4 FAILURES WITH RESPECT TO THE APPROACH TO FUTURE RECEIVABLES ... 196

KA CIRCUMSTANCES OF LOAN AND PROPOSED CAPITAL RAISE BY CREDIT SUISSE GROUP ... 201

KA1 THE CREDIT SUISSE GROUP'S OVERSIGHT OF THE RELATIONSHIP BETWEEN CSAM / CSFM AND GREENSILL FROM ABOUT JULY 2020 ... 201

KA2 CREDIT SUISSE RAISING FUNDS FOR GREENSILL ... 207

KA3 CIRCUMSTANCES OF ENTRY INTO THE CS LOAN ... 210

KA4 EVENTS WITH RESPECT TO THE PROPOSED CAPITAL RAISE IN JANUARY 2021 ... 227

KB MULTI-OBLIGOR PROGRAMMES ... 232

KC CONCENTRATION RISK WITH RESPECT TO GREENSILL ... 235

KC1. THE ROLE OF GREENSILL IN THE INVESTMENT PROCESS FOR THE SUB-FUNDS ... 235

KC2. CONSEQUENCES OF GREENSILL HAVING A CENTRAL ROLE IN THE INVESTMENT PROCESS FOR THE SUB-FUNDS ... 238

KC3. STEPS WHICH SHOULD HAVE BEEN TAKEN FROM SEPTEMBER / OCTOBER 2020 ... 239

KD. FAILURE TO ADEQUATELY CONSIDER PRICING OF NOTES ... 240

KE. CSFM'S SAFEKEEPING DUTIES ... 242

KF. FAILURE TO RESPOND TO TRIGGER EVENTS ... 243

KG. FAILURE TO CONDUCT PRODUCT APPROVAL PROCESS FOLLOWING CHANGE IN INVESTMENT OBJECTIVES ... 244

L INVESTIGATION BY CREDIT SUISSE INTO THE GREENSILL MATTER ... 245

M GENERAL FAILURES BY CSFM 254

M1 FAILURES IN OVERSIGHT OF CSAM BY CSFM 254

M2 FAILURES IN DISCLOSURES TO INVESTORS 255

M3 FAILURES IN APPROACH TO INVESTMENTS 255

M4 FAILURES TO IMPLEMENT ADEQUATE RISK MANAGEMENT SYSTEMS 257

M5 FAILURES TO EMPLOY APPROPRIATE LIQUIDITY MANAGEMENT SYSTEM 261

M6 FAILURES WITH RESPECT TO PREFERENTIAL TREATMENT AND MANAGEMENT OF CONFLICTS OF INTEREST 262

MA GENERAL FAILURES BY CSFS / CSFM REGARDING VALUATION PROCESSES .. 263

MA1 FAILURES IN VALUATION OF ASSETS 263

MA2. FAILURES CONCERNING VERIFICATION OF EXPOSURE FROM MULTI-OBLIGOR PROGRAMS 266

N GENERAL FAILURES BY CSAM 267

N1 FAILURES IN OVERSIGHT OF GREENSILL BY CSAM 267

N2 FAILURES IN DISCLOSURES TO INVESTORS 269

N3 FAILURES IN APPROACH TO INVESTMENTS 269

N4 FAILURES TO IMPLEMENT ADEQUATE RISK MANAGEMENT SYSTEMS 270

N5 FAILURES WITH RESPECT TO PREFERENTIAL TREATMENT AND MANAGEMENT OF CONFLICTS OF INTEREST 273

O BREACHES OF FOREIGN LAW 274

O1 BREACHES OF LUXEMBOURG LAW 274

O2 BREACHES OF SWISS SUPERVISORY LAW 276

P BREACHES BY CSFM AND CSAM 277

P1 BREACHES BY CSFM WITH RESPECT TO THE VIRTUOSO SUB-FUND 277

P2 BREACHES BY CSAM WITH RESPECT TO THE VIRTUOSO SUB-FUND 283

P3 BREACHES BY CSFM WITH RESPECT TO THE NOVA SUB-FUND 289

P4 BREACHES BY CSAM WITH RESPECT TO THE NOVA SUB-FUND 295

P4A BREACHES BY CSFS 300

P4B RELIANCE ON IAL / BCC PLEADING OF CSFM, CSAM AND CSFS FAILURES 300

P4C. THE SUB-FUNDS SHOULD NEVER HAVE BEEN LAUNCHED OR SHOULD HAVE BEEN WOUND DOWN 300

Q CONTRIBUTION CLAIMS 304

A RELEVANT PARTIES

1. The Cross-Claimant (**Marsh**):

   a. at all material times, was a company that was incorporated under the laws of the United Kingdom; and

   b. is capable of bringing this cross-claim.

2. The First Cross-Respondent:

   a. was formerly known as UBS Fund Management (Luxembourg) S.A.;

   b. is a company that was incorporated under the laws of Luxembourg;

   c. was the entity into which Credit Suisse Fund Management S.A. (**CSFM**) was merged on about 1 October 2024;

   d. succeeded to all of the rights and obligations of CSFM; and

   e. is capable of being sued in these proceedings, with respect to the obligations of CSFM to which it succeeded.

3. CSFM:

   a. was a company that was incorporated under the laws of Luxembourg; and

   b. on a date not presently known to Marsh, was deregistered from the Commercial Register in Luxembourg.

4. The Second Cross-Respondent:

   a. is a company that was incorporated under the laws of Switzerland;

   b. was the entity into which Credit Suisse Asset Management (Schweiz) AG (**CSAM**) was merged on about 30 August 2024;

   c. succeeded to all of the rights and obligations of CSAM; and

   d. is capable of being sued in these proceedings, with respect to the obligations of CSAM to which it succeeded.

5. CSAM:

   a. was a company that was incorporated under the laws of Switzerland; and

   b. was deregistered on about 30 August 2024.

6. At all material times, Credit Suisse Virtuoso SICAV-SIF (the **Virtuoso Parent**):

   a. was a company that was incorporated under the laws of Luxembourg;

   b. was an alternative investment fund (**AIF**);

c. had an umbrella structure; and

d. consisted of one or more sub-funds.

7. Credit Suisse (Lux) Supply Chain Finance Fund (the **Virtuoso Sub-Fund**):

a. was a sub-fund of the Virtuoso Parent;

b. was launched on about 24 April 2017; and

c. was terminated by the Board of Directors of the Virtuoso Parent with effect as of 4 March 2021.

Particulars

Notice to Shareholders entitled "Information to the Shareholders of Credit Suisse (Lux) Supply Chain Finance Fund" dated 5 March 2021.

Credit Suisse Virtuoso SICAV-SIF board minutes of 3 March 2021, item 1 entitled "Termination of Credit Suisse (Lux) Supply Chain Finance Fund (the "Subfund"): see CSA.5000.0008.3243.

8. At all material times, Credit Suisse Nova (Lux) (**Nova Parent**):

a. was a company that was incorporated under the laws of Luxembourg;

b. was an AIF;

c. had an umbrella structure; and

d. consisted of one or more sub-funds.

9. Credit Suisse Nova (Lux) Supply Chain Finance High Income Fund (**Nova Sub-Fund**):

a. was a sub-fund of the Nova Parent;

b. was launched on about 7 May 2018; and

c. was terminated by the Board of Directors of the Nova Parent with effect as of 4 March 2021.

Particulars

Notice to Shareholders entitled "Information to the Shareholders of Credit Suisse Nova (Lux) Supply Chain Finance High Income Fund and Credit Suisse Nova (Lux) Supply Chain Finance Investment Grade Fund" dated 5 March 2021.

Credit Suisse Nova (Lux) board minutes of 3 March 2021, item 1 entitled "Termination of Credit Suisse Nova (Lux) Supply Chain Finance High

Income Fund and Credit Suisse Nova (Lux) Supply Chain Finance Investment Grade Fund (the "Subfunds"): see CSA.5000.0008.3244.

9A. The Third Cross-Respondent:

a. is a company that was incorporated under the laws of Luxembourg;

b. was previously known as Credit Suisse Fund Services (Luxembourg) SA (**CSFS**); and

c. is capable of being sued in these proceedings.

10. At all material times Credit Suisse Group AG was the ultimate parent company of a group of companies (**Credit Suisse Group**) which provided worldwide, full-service private banking, investment banking, asset management and financial services.

11. At all material times:

a. CSFM was part of the Credit Suisse Group;

b. CSAM was part of the Credit Suisse Group;

c. the Virtuoso Parent was part of the Credit Suisse Group;

d. the Virtuoso Sub-Fund was part of the Credit Suisse Group;

e. the Nova Parent was part of the Credit Suisse Group;

f. the Nova Sub-Fund was part of the Credit Suisse Group; and

g. CSFS was part of the Credit Suisse Group.

12. On about 2 July 2012, Greensill Capital (UK) ~~Pty~~ Ltd (formerly Greensill Capital Management Company (UK) Limited) (**GCUK**) was incorporated.

13. GCUK is a wholly owned subsidiary of Greensill Capital Pty Ltd (**GCPL**).

14. At all material times, GCPL, GCUK and their related entities formed part of a corporate group (**Greensill**), which provided supply chain financing and related services.

15. Alexander (Lex) Greensill was a founder of the Greensill Group.

B THE ESTABLISHMENT OF THE VIRTUOSO SUB-FUND

B1 Some early loans and investments in Greensill

<u>GAM and Mr Solo</u>

16. David Solo:

a. from about 2004 to about 2014, was the CEO of an asset manager known as Global Asset Management (**GAM**);

b. from about 2014 until about 2022, was a senior adviser to Greensill;

c. at all relevant times, was the President of Ratamacue Corporation; ~~and~~

d. from about 2017 until about 2020, was the Managing Director of Systematic Investment Management AG (**SIMAG**), an entity co-launched by CSAM and 40% owned by the Credit Suisse Group; and

e. served as a Board member of SIMAG alongside Mr Michel Degen.

Particulars~~.~~

See Deloitte Report at [6.31.1].

16A. Despite Mr Solo's role with Greensill, during the life of the sub-funds:

a. in some situations, Mr Solo acted in an advisory role to Mr Degen, which created ambiguity and potential conflicts of interest related to his role;

b. these ambiguities and potential conflicts were not considered or sought to be addressed by CSAM (or alternatively, were not adequately considered or sought to be addressed by CSAM); and

c. Mr Degen was not forthcoming about the extent of Mr Solo's involvement with CSAM and the sub-funds.

Particulars

See written report prepared by Deloitte Tohmatsu Limited dated February 2022 (**Deloitte Report**): UBS.0001.0001.0001 at [6.31.4] - [6.31.9], [6.120.7] (final bullet point).

See also text messages between Mr Degen and Mr Solo (GCU.1000.0002.3764).

17. GAM International Management Limited (**GIML**) was an entity within the GAM group of companies.

18. In about late November 2014, GIML commenced a business relationship with Greensill, pursuant to which it invested customers' monies in GIML-managed funds in Greensill originated assets.

Particulars

Final Notice of the Financial Conduct Authority addressed to GIML with reference number 122331 dated 29 March 2022 (**GAM FCA Notice**) at paragraphs 2.12 and 4.47 (MAR.0008.2000.0011).

19. In about late 2014, Mr Solo lent about A$12.2 million to Greensill.

Particulars

Article in the Financial Times dated 1 June 2021 – "How Swiss asset managers opened their doors to Lex Greensill" (MAR.0008.2000.0006). See article on FT News dated 1 June 2021 – "David Solo's Sway Propelled Greensill" (MAR.0008.2000.0007).

20. From about December 2014, Ratamacue Corporation, of which Mr Solo was President, held shares in GCPL in varying amounts and with various rights assigned to those shares.

Particulars

See ASIC form with document identification number 029137444; MAR.0008.2000.0002.

21. In about early October 2015, an investment structure was agreed between GIML and Greensill, such as to permit:

a. GIML to access Greensill's supply chain finance assets; and

b. Greensill to access GAM's short-term cash balances.

Particulars

See GAM FCA Notice at paragraph 4.48.

22. In June 2016, GAM launched a Luxembourg-domiciled fund known as the GAM Greensill Supply Chain Finance Fund to invest in supply chain finance assets sourced by Greensill (the **GAM Greensill Fund**).

Particulars

See GAM FCA Notice at paragraphs 2.17, 4.50.

23. In about June 2016, Mr Solo lent a further about US $2.5 million to Mr Greensill.

Particulars

See email from Mr Solo to Mr Greensill dated 16 June 2016: GCU.0001.0003.7445; email chain between Mr Solo and Mr Greensill dated 29 July 2016 to 1 August 2016: GCU.0001.0004.2340; email chain involving Mr Solo and Mr Greensill dated 27 April 2017: GCU.0001.0009.8938. The terms of the loan permitted Mr Solo to acquire ordinary shares in GCPL.

24. By no later than about July 2016, Mr Solo owned shares in GCPL.

Particulars

See ASIC form with document identification number 7E8242061; MAR.0008.2000.0003.

25. By September 2016, GIML-managed funds had invested US $18 million in Greensill originated assets.

Particulars

See GAM FCA Notice at paragraph 4.51.

26. In about October 2016, GIML-managed funds financed an entity owned by GCPL, Laufer Limited (**Laufer**), using approximately £110 million of customers' monies in GIML-managed funds.

Particulars

See GAM FCA Notice at paragraphs 2.13, 4.54-4.55.

27. Some of the funds lent by GIML-managed funds to Greensill were used to repay the 2014 loan by Mr Solo to Greensill.

Particulars

See article in the Financial Times dated 1 June 2021 – "How Swiss asset managers opened their doors to Lex Greensill" (MAR.0008.2000.0006).

Mr Gupta

28. At a time prior to July 2016 which is not presently known to Marsh, Greensill entered into supply chain finance facilities with respect to entities associated with Sanjeev Gupta.

Particulars

This included facilities for "SIMEC" and "Liberty House". Their existence is referred to in an email chain entitled "Partnership" between Mr Greensill and Mr Gupta from 14 July 2016 to 17 July 2016: GCU.0001.0003.9876.

29. By no later than about August 2016, Mr Gupta owned shares in GCPL.

Particulars

See ASIC form with document identification number 029745635: MAR.0008.2000.0004.

29A. Between about July to September 2016, Mr Gupta and Mr Greensill discussed:

a. the terms of potential loans from Mr Gupta (and/or entities associated with Mr Gupta) to Greensill; and

b. the acquisition of equity in Greensill by Mr Gupta (and/or entities associated with Mr Gupta).

Particulars

(i) Negotiation and discussion of loans to and/or investments in Greensill by Mr Gupta is recorded in: an email chain entitled "Partnership" between Mr Greensill and Mr Gupta from 14 July 2016 to 17 July 2016, which included a proposal for adjustments to pricing for existing SIMEC and Liberty House facilities, various options for Mr Gupta to be involved in Greensill entities, and terms relating to Mr Gupta's use of a Greensill company aeroplane: GCU.0001.0003.9876; an email chain between Mr Solo and Mr Greensill from about 29 July 2016 to 1 August 2016: GCU.0001.0004.2340; an email chain between Mr Greensill and Mr Gupta on 2 August 2016: GCU.0001.0004.2394; an email chain between Mr Solo and Mr Greensill on 11 September 2016: GCU.0001.0004.9805.

(ii) See email from Clyde & Co to Mr Gupta and JKay Hambro (Chief Investment Officer, Chief Executive Energy & Mining Divisions, SIMEC), forwarded to Lex Greensill on 20 July 2016 discussing "*an initial $10m of equity and a commitment for a further $20m…[to] be invested contemporaneously with obtaining increased facilities of $30m*" and a GCUK guarantee for the Greensill family trusts' put option payment obligations, such guarantee being subject to a group set-off entitlement and secured over debts owed by Liberty and SIMEC to GCUK: GCU.0001.0004.0502.

(iii) See email between Clyde & Co and Mr Gupta, forwarded to Lex Greensill on 1 September 2016: GCU.0001.0004.7914; emails between Mr Greensill and Mr Gupta dated 1 September 2016: GCU.0001.0004.7945; email from Mr Greensill to Mr Gupta dated 1 September 2016: GCU.0009.0001.3436; email from Mr Greensill to Jason Austin (Greensill) dated 7 September 2016: GCU.0010.0001.2760.

(iv) See email from Mr Greensill to several Greensill personnel dated 1 September 2016 regarding pricing revisions for Liberty Commodities and SIMEC. Mr Greensill stated that pricing had been revised for those entities "*because (Brett [Downes] and I) agreed it with Sanjeev Gupta who is now a shareholder of Greensill Capital*": GCU.0001.0004.7935.

30. By about September 2016 or shortly thereafter, Mr Gupta (and/or entities associated with Mr Gupta) had lent and/or invested about US $30 million in Greensill.

Particulars

(i) The existence of the loans and/or investments is referred to in an email from Mr Greensill to Mr Solo dated 11 September 2016 – "*At the end of the day, Gupta, is putting $30mm into our company ($15mm of which is already in)*": GCU.0001.0004.9805.

(ii) That Mr Gupta was a shareholder in GCPL is recorded in a public ASIC company search for that entity.

30A. On about 9 September 2016, GCUK and entities associated with Mr Gupta (Liberty and SIMEC) entered into an agreement under which:

a. Liberty Commodities and SIMEC Group Limited provided a secured loan facility to GCUK up to an aggregate maximum principal amount not exceeding US $25 million; and

b. GCUK agreed that Liberty Commodities and SIMEC Group Limited could offset indebtedness under their respective facilities with GCUK against GCUK's indebtedness under the loan.

Particulars

Email from Mr Austin to Stewart Perry (Clyde & Co) on 9 September 2016 attaching a short-form loan agreement and side letters for Liberty Commodities and SIMEC: GCU.0001.0004.9492, GCU.0001.0004.9493, GCU.0001.0004.9494, GCU.0001.0004.9495.

30B. On about 14 September 2016, Mr Greensill, Liberty Commodities and SIMEC Group Limited entered into a put option agreement under which Lex Greensill granted Liberty Commodities and SIMEC an option to require Mr Greensill to purchase the loan.

Particulars

Email from Mr Perry to Mr Austin, copying Mr Greensill, Mr Gupta and others attaching a completed put option agreement: GCU.0005.0001.0117, GCU.0005.0001.0118.

30C. In about September 2016, Greensill made significant payments to SIMEC and Liberty Commodities to reflect "*bill discount proceeds*" that were then immediately paid back to GCUK.

Particulars

Email from Mr Gupta to Mr Greensill on 11 September 2016 stating that Mr Gupta had not envisaged the proceeds being assigned directly into loans to GC

and that he would much rather receive the proceeds and provide the loans separately: GCU.0001.0005.0156.

Emails between Greensill and SIMEC dated 12 September 2016 regarding the transfer of US $7.3 million: GCU.0009.0001.3591.

Emails between Greensill and Liberty House UK dated 13 to 14 September 2016 regarding the transfer of US $10 million: GCU.0013.0001.1752. John Luu (Managing Director, GCUK) confirmed that "*LCL and SIMEC [were to] repay the exact amount received tomorrow*" to GCUK.

Email from Piyush Sarana (SIMEC) to Ian Bryan (Greensill) and Mr Luu (Greensill) dated 8 February 2017 stating "*SIMEC recd. UD 7,311,050.16/- from Greensill on 13.09.2016 and then we repaid it back on 14.09.2016 The same amount was recd. back at RBS a/c on 24-Oct-2016… there was also a transfer of USD 2,428,954.87 /- in Liberty Commodities Limited – RBS. – Recd. 12.09.2016 / Paid 14.09.2016 / Recd. Again. 24.10.2016*" (GCU.0001.0008.2465).

30D. On about 21 December 2016, GCUK transferred £25.5 million directly into Mr Gupta's personal account in Hong Kong at the request of Liberty Commodities.

Particulars

Email from James Potter (Liberty House) to Mr Greensill, copying Jay Hambro (SIMEC) and Mr Gupta dated 21 December 2016: GCU.0001.0007.1184.

See email from Liam Carden (Greensill) to the Greensill payments team (copied to Mr Greensill) dated 21 December 2016 confirming payment to Mr Gupta, and subsequent emails between Mr Gupta and Mr Greensill: GCU.0001.0007.1368.

31. In about April 2017, Mr Gupta, Mr Greensill and Peter Greensill entered into a further loan agreement.

Particulars

This loan is referred to in an email chain between Mr Greensill, Mr Gupta and Simon Vere Nicoll of Clyde & Co dated 23 April 2017 to 26 April 2017: GCU.0001.0009.8878. See also a copy of email chain between Mr Greensill, Mr Gupta and Simon Vere Nicoll dated 23 April 2017 to 27 April 2017 at GCU.0009.0001.6789, attaching an executed version of the loan agreement (being GCU.0009.0001.6790).

The loan is also referred to in an earlier email chain between (*inter alia*) Mr Greensill, Mr Gupta and Simon Vere Nicoll of Clyde & Co dated 2 March 2017 to 20 March 2017: GCU.0001.0008.9927.

Mr Greensill requested to draw down £7 million of the loan in an email to Mr Gupta dated 2 May 2017: GCU.0001.0010.0027.

Further details may be provided following evidence and disclosure.

B2 Greensill's initial proposal to the Credit Suisse Group

32. On about 3 March 2016, Mr Solo contacted a representative of the Credit Suisse Group by email to propose an opportunity for an investment with GCUK involving supply chain finance.

Particulars

Email from Mr Solo to Robert Jain: CSA.5000.0002.0005, CSA.5000.0002.0006. By that email, *inter alia*, Mr Solo provided an overview of a "special warehouse facility" which was "now running with GAM", and set out his reasons why he "brought" trade finance assets to GAM; explained how Greensill's business worked, and his views as to the attractiveness of the opportunity for the Credit Suisse Group; and attached a presentation on the "warehouse" and accompanying legal documents. The attached presentation provided an overview of a "warehouse" structure which had been established by Greensill, which at that stage involved the use of a special purpose vehicle referred to as Lagoon Park Capital S.A (**Lagoon Park**) to acquire notes.

On about 15 March 2016, Mr Jain forwarded the presentation provided by Mr Solo to Luc Mathys and Michel Degen (each of CSAM) and Steven Hollands (of Greensill) indicating to the effect that he thought it was an interesting note and that he wondered whether there was a fund that could potentially buy the assets: see CSA.5000.0002.0007.

33. In about March 2016, Mr Greensill presented to representatives of the Credit Suisse Group (including representatives of CSAM and/or CSFM), explaining:

a. the concept of a fund with securitised trade credit receivables;

b. that Greensill could offer the Credit Suisse Group a warehousing agreement;

c. that pursuant to this warehousing agreement, Greensill would locate suitable debtors, acquire receivables, securitise them, and structure notes, which would then be sold to a new supply chain finance fund; and

d. that part of the services to be provided by Greensill was also the monitoring of the debtors as well as the insurance of the receivables.

Particulars

See the "Annual General Meeting of Credit Suisse AG (Response to a request for Information) dated 4 April 2022 (**April 2022 AGM RFI**) at page 5: see MAR.0008.2000.0001.

B3 Further engagement between Greensill and the Credit Suisse Group to develop an investment fund

34. In about June and July 2016, representatives of Greensill and the Credit Suisse Group (including representatives of CSAM and/or CSFM) engaged in further discussions about Greensill's proposal for Credit Suisse to invest in supply chain financing facilitated by GCUK.

Particulars

(i) On about 8 June 2016, Mr Solo met with Mr Degen of CSAM: see GCU.0001.0003.5820.

(ii) On about 16 June 2016, Mr Degen and Niklaus Hilti of CSAM met with Mr Greensill and Mr Solo: see CSA.5000.0002.0027.

(iii) On about 16 June 2016, Mr Degen sent an internal email within CSAM containing a summary of Greensill's proposal: CSA.5000.0004.8459.

(iv) On about 27 June 2016, Mr Degen sent an email to Mr Greensill and Mr Solo indicating that CSAM would like to continue with the project and set up a small project team: see CSA.5000.0002.0027.

(v) On about 28 June 2016, Mr Greensill provided a copy of a presentation to Mr Degen, copying Mr Solo. That presentation was then circulated within the Credit Suisse Group, including to Oliver Gasser, Mr Mathys, Jos Hehenkamp (of CSAM) and Christian Mossdorf (of CSAM): CSA.5000.0002.0027, CSA.5000.0002.0028. That presentation, *inter alia*, set out Greensill's proposed syndication structure.

(vi) On about 14 July 2016, representatives of Greensill met with representatives of the Credit Suisse Group (including representatives of CSAM and/or CSFM) to further discuss the proposal. See record of meeting in email chain between Mr Greensill and Mr Solo on 14 July 2016: GCU.0001.0003.9662.

35. On about 14 July 2016, at a meeting between representatives of Greensill and the Credit Suisse Group (including representatives of CSAM and/or CSFM), a representative from an insurance-linked team within the Credit Suisse Group indicated that she had reservations about the proposed use of insurance in the proposal by Greensill, because it gave rise to more insurance company risk.

Particulars

See record of meeting in email chain between Mr Greensill and Mr Solo on 14 July 2016: GCU.0001.0003.9662. Further documentation recording this concern does not appear to have been discovered to date by the Applicants in the proceedings / Respondents to the Cross-Claim (**UBS**). Further particulars may be provided following evidence and disclosure.

36. In the period from about July 2016 until about March 2017, representatives of Greensill and the Credit Suisse Group (including representatives of CSAM and/or CSFM) worked on a project for an entity within the Credit Suisse Group to invest in Greensill's supply chain finance notes programs, and as part of that work:

a. Greensill provided to representatives of the Credit Suisse Group (including representatives of CSAM and/or CSFM) documentation relating to its Lagoon Park special purpose vehicle;

Particulars

See email from Mr Solo to Mr Degen and Mr Hehenkamp dated 16 August 2016 providing the base prospectus for the Lagoon Park notes program: GCU.0001.0004.9414. See CSA.5000.0001.0002, CSA.5000.0001.0003, CSA.5000.0001.0004, CSA.5000.0001.0005, CSA.5000.0001.0006, CSA.5000.0001.0007, CSA.5000.0001.0008, CSA.5000.0001.0009, CSA.5000.0001.0010.

b. Greensill provided to representatives of the Credit Suisse Group (including representatives of CSAM and/or CSFM) documentation relating to the GAM Greensill Fund;

Particulars

(i) Email from Mr Degen to Mr Solo and Bill Johnson dated 10 August 2016: GCU.0001.0004.3754.

(ii) Email from Mr Solo to Mr Degen and Mr Hehenkamp dated 16 August 2016: GCU.0001.0004.9414, attaching GCU.0001.0004.9415 and GCU.0001.0004.9416.

(iii) On a date not presently known to Marsh, Greensill provided representatives of the Credit Suisse Group (including CSAM and/or CSFM) with a copy of a Private Placement Memorandum for the GAM Greensill Fund dated July 2016: see email from Nina Egelhof (of CSFM) dated 6 March 2021 at CSA.5000.0003.9136; CSA.5000.0003.9145.

(iv) See emails dated 31 August 2016 and 6 September 2016 from Mr Hehenkamp to Mr Greensill and Solo, copying others: CSA.5000.0003.0012.

c. representatives of the Credit Suisse Group (including CSAM and/or CSFM) provided Greensill with updates on its consideration of the structure of a Credit Suisse supply chain finance fund to acquire notes issued by the Lagoon Park special purpose vehicle pursuant to a warehouse facility;

Particulars

See emails dated 31 August 2016 and 6 September 2016 from Mr Hehenkamp to Mr Greensill and Solo, copying others: CSA.5000.0003.0012. See email from Mr Solo to Mr Greensill dated 24 November 2016 attaching slide deck "Credit Suisse (Lux) Greensill SCF Fund – Efficient Access to Supply Chain Financing": GCU.0001.0006.4828, GCU.0001.0006.4829.

d. in about December 2016, representatives of Greensill provided representatives of Credit Suisse (including CSAM and/or CSFM) with information about a Greensill supply chain finance program involving entities associated with Mr Gupta;

Particulars

See email chain between Mr Solo and Mr Greensill dated 4 December 2016, with attached information memorandum: GCU.0001.0006.6553, GCU.0001.0006.6550. As far as Marsh is aware, documents recording representatives of the Credit Suisse Group being provided with information about supply chain finance programs involving entities associated with Mr Gupta at about this time have not been discovered by Credit Suisse at this stage. Further particulars may be provided following evidence and disclosure.

da. between about September 2016 and October 2016, representatives of Greensill and representatives of Credit Suisse (including CSAM and/or CSFM) discussed the proposed approach to insurance for the proposed Greensill supply chain finance program;

Particulars

See email chain involving (at various times) Mr Solo, Mr Whelan, Mr Hehenkamp, Lex Greensill, Mr Degen and others between 6 September 2016 and 3 October 2016: CSA.5000.0008.3033.

e. in about February 2017, CSAM provided Greensill with a draft Offering Memorandum and strategy paper for the proposed Virtuoso Sub-Fund; and

Particulars

See email from Mr Mossdorf to Mr Sels, copying Mr Whelan, Mr Greensill, Mr Hehenkamp, Mr Haas and Mr Mathys dated 10 February 2017: CSA.5000.0001.0018.

See also draft of strategy paper dated 17 February 2017: CSA.7000.0002.6525.

f. persons within the risk management team at Credit Suisse raised concerns about steps which ought to be performed where it was proposed that Credit Suisse's Greensill fund would not be "UCITS-like".

Particulars

A reference to the fund being "UCITS"-like is a reference to Undertakings for Collective Investment in Transferable Securities, a type of management scheme in Luxembourg. Such a management scheme is different to an AIF. Such risk management concerns were raised, *inter alia*, in an email from Anthony Van Wijngaarden (Credit Suisse risk management) dated 29 December 2016 at CSA.5000.0003.0034. The raising of such concerns led to concerns being raised by the project team that such risk management concerns might delay or prevent the project. See email in the same chain from Mr Hehenkamp to Ms Egelhof dated 30 December 2016: "*It makes me mad and sick to think this person and his group ... works for the same company ... I cannot believe how business destructive they are...*"; email from Ms Egelhof to Mr Hehenkamp dated 30 December 2016: "*To me it looks like nobody from risk wants to take on such products... which is very bad*". The manner in which Mr Van Wijngaarden's concerns were resolved is not presently apparent from the documents discovered by the Applicants to date. Further particulars may be provided following evidence and disclosure.

B4 The structure of the investment process

37. By about the end of March 2017, the process by which Credit Suisse was to invest in Greensill's supply chain finance programs was to involve:

a. Greensill:

i. locating debtors;

ii. acquiring receivables;

iii. assigning payment obligations into a special purpose vehicle (which at that stage was to be Lagoon Park);

iv. securitising the payment obligations into notes issued by the special purpose vehicle;

v. liaising with and monitoring debtors on an ongoing basis; and

vi. arranging any insurance with respect to the investments, including selecting insurers and negotiating insurance policies;

b. the Virtuoso Sub-Fund being established for the purpose of acquiring notes from the special purpose vehicle;

c. the notes issued by the special purpose vehicle being (or primarily being) acquired by the Virtuoso Sub-Fund under warehouse facility arrangements;

d. the acquisition of the notes under the warehouse facility arrangements occurring in accordance with predetermined criteria, with CSAM (as proposed Portfolio Manager for the Virtuoso Sub-Fund) not exercising discretionary investment management powers in respect of the acquisition of the notes; and

e. the proceeds raised by the acquisition of notes by the Virtuoso Sub-Fund being used by Greensill to provide supply chain financing to obligors, in exchange for obligors assigning receivables.

B5 The Offering Memoranda for the Virtuoso Sub-Fund

38. On about 31 March 2017, in advance of the launch of the Virtuoso Sub-Fund, the Virtuoso Parent published an Offering Memorandum (**March 2017 Offering Memorandum**).

Particulars

Credit Suisse Virtuoso SICAV-SIF – Investment Company with Variable Capital under Luxembourg Law Specialised Investment Fund – Offering Memorandum – 31 March 2017: CSA.5000.0001.0030.

39. The March 2017 Offering Memorandum stated to the effect that:

a. the Virtuoso Parent had designated CSFM to act as its Alternative Investment Fund Manager (**AIFM**);

Particulars

March 2017 Offering Memorandum at section 3 – “The Company”, p 5. See also section 16, “Management and Administration - AIFM”, p 17.

b. CSFM performed investment management activities, specifically portfolio and/or risk management activities;

Particulars

March 2017 Offering Memorandum at section 3 – "The Company", p 5.

c. CSFM had established and maintained a permanent risk management function that implemented effective risk management policies and procedures in order to identify, measure, manage and monitor on an ongoing basis all risks relevant to the Virtuoso Sub-Fund's investment strategy including in particular market, credit, liquidity, counterparty, operational and all other relevant risks;

Particulars

March 2017 Offering Memorandum at Section 5 – "Risk and Liquidity Management", p 5.

d. CSFM applied a comprehensive process based on qualitative and quantitative risk measures to assess the risks of the Virtuoso Sub-Fund;

Particulars

March 2017 Offering Memorandum at Section 5 – "Risk and Liquidity Management", p 5.

e. CSFM acted in the best interests of the Virtuoso Parent when executing investment decisions, and for that purpose it took all reasonable steps to obtain the best possible result for the Virtuoso Parent;

Particulars

March 2017 Offering Memorandum at Section 17 – "Regulatory Disclosure – Best Execution", p 19.

f. the Virtuoso Parent's Board of Directors had appointed CSFM to implement the Virtuoso Sub-Fund's investment policy on a day-to-day basis;

Particulars

March 2017 Offering Memorandum at section 16 – "Management and Administration – Portfolio Managers and Sub-Portfolio Managers", p 17.

g. in order to implement the policy of the Virtuoso Sub-Fund, CSFM may delegate, under its permanent supervision and responsibility, the management of the assets of the Virtuoso Sub-Fund to one or more Portfolio Managers;

Particulars

March 2017 Offering Memorandum at section 16 – "Management and Administration – Portfolio Managers and Sub-Portfolio Managers", p 17.

h. the Portfolio Manager had discretion, on a day-to-day basis and subject to the overall control and ultimate responsibility of CSFM, to purchase and sell securities and otherwise manage the Virtuoso Sub-Fund's portfolios;

Particulars

March 2017 Offering Memorandum at section 16 – "Management and Administration – Portfolio Managers and Sub-Portfolio Managers", p 17.

i. the Virtuoso Sub-Fund would primarily acquire notes under one or several warehouse facility arrangement(s) entered into to acquire notes from the distributor(s) of the notes appointed by the issuer, and pursuant to the terms of those warehouse facility arrangement(s), the sub-fund undertook to buy the notes issued from time to time by the issuer subject to (i) the availability of sufficient cash at the level of the sub-fund and (ii) the sub-fund's risk diversification rules;

Particulars

March 2017 Offering Memorandum at section 22 – "The Subfunds" in that part of the table relating to the Virtuoso Sub-Fund (**Virtuoso Sub Fund Table**), in the row "Investment Objective and Policy" at p 27.

j. the Portfolio Manager would not exercise discretionary investment management powers in respect of the notes at the time of their acquisition and throughout the period of time they remained assets of the Virtuoso Sub-Fund;

Particulars

Virtuoso Sub-Fund Table in the row "Investment Objective and Policy" at p 27.

k. the notes acquired under the warehouse facility arrangement(s) would be required to meet certain predetermined criteria as set out in those arrangement(s); and

Particulars

Virtuoso Sub-Fund Table in the row "Investment Objective and Policy" at p 27.

l. the Portfolio Manager for the Virtuoso Sub-Fund was CSAM.

Particulars

Virtuoso Sub-Fund Table in the row “Portfolio Manager” at p 28.

40. With respect to risks associated with investing in the Virtuoso Sub-Fund, the March 2017 Offering Memorandum stated to the effect that:

a. it was a special risk of the Virtuoso Sub-Fund that it might at certain times have relatively large exposure to a small number of obligors (i.e., buyers), with the result that a loss in respect of any obligor (i.e., buyer) could have a material adverse impact on the sub-fund's assets;

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 28.

b. it was a special risk of the Virtuoso Sub-Fund that it predominantly invested in notes (or similar investment instruments), and at times, and for extended periods of time, it might invest in such notes issued by one or a limited number of issuers and related to a limited number of obligors (i.e., buyers);

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 28.

c. it was a special risk of the Virtuoso Sub-Fund that obligors (i.e., buyers) might operate in highly correlated businesses, industries, or geographies, and the Virtuoso Sub-Fund's performance may therefore be adversely affected by the concentration of exposure within the sub-fund to one area, country, industry, obligor (i.e., buyer), or issuer;

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 28.

d. it was a special risk of the Virtuoso Sub-Fund that it predominantly invested in notes that were generally not listed on any national securities exchange or automated quotation system and no active trading market existed for them, and as a result the notes might be less liquid, meaning the sub-fund might not be able to sell them quickly at a fair price, and the market could be disrupted in the event of an economic downturn or a substantial increase or decrease in interest rates or corporate events or scandals affecting the obligor (i.e. buyer);

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 29.

e. it was a special risk of the Virtuoso Sub-Fund that investors in the sub-fund were exposed to the credit risk of the obligors (i.e., buyers) of the trade receivables

pool in the sense that the notes, like other debt obligations, were subject to the risk of default (i.e., non-payment of scheduled interest or principal payments);

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 29.

f. it was a special risk of the Virtuoso Sub-Fund that although the majority of the notes were insured, there was no guarantee to the investors in the sub-fund that, in the event of an obligor (i.e., buyer) defaulting, the insurer would be able to cover in full or in part the notes' expected payment to the sub-fund;

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 29.

g. it was a special risk of the Virtuoso Sub-Fund that the success of each investment made by the sub-fund in the notes (or similar investment instruments) relied ultimately upon either the obligor (i.e. buyer) or the insurer under the associated insurance contract paying in full and on time, and to the extent that a payment was not made, or was later than expected, the performance of the sub-fund may suffer;

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 29.

h. it was a special risk of the Virtuoso Sub-Fund that the reasons for a payment not being made by the obligor (i.e., buyer) might include error, omission, lack of diligence, fraud by the officers of the obligor (i.e., buyer), default or insolvency of the obligor (i.e., buyer), disruption, insurrection, and an Act of God; and

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 29.

i. it was a special risk of the Virtuoso Sub-Fund that the reasons for the associated insurance contract not paying in full and on time included repudiation of the claim by the insurer, error, omission, lack of diligence, fraud by the officers of the insurer or those parties arranging the insurance, default or insolvency of the insurer, disruption, insurrection, or an Act of God in the locations where the insurer or those parties arranging the insurance have operations.

Particulars

Virtuoso Sub-Fund Table in the row “Special Risk Profile” at p 29.

41. Between 22 May 2017 and 10 March 2021, the Virtuoso Parent published further Offering Memoranda.

Particulars

On about 22 May 2017 (CSA.5000.0002.9790), 31 July 2017 (CSA.5000.0002.9787), 6 October 2017 (CSA.5000.0002.9789), 16 October 2017 (CSA.5000.0002.9785), 5 January 2018 (CSA.5000.0004.8281), a day not presently known to Marsh in May 2018 (CSA.5000.0002.9788), a day not presently known to Marsh in August 2018 (CSA.5000.0004.8282), 7 February 2019 (CSA.5000.0004.8284), 1 July 2019 (CSA.5000.0004.0115) (**July 2019 Offering Memorandum**), 30 September 2020 CSA.5000.0004.8283 (**September 2020 Offering Memorandum**), 10 March 2021 CSA.5000.0002.9792 (**March 2021 Offering Memorandum**), (together, **Further Offering Memoranda**).

42. With respect to the matters pleaded at paragraphs 39 to 40 above, the terms of the March 2017 Offering Memorandum were also included in the Further Offering Memoranda, save for in the July 2019 Offering Memorandum, September 2020 Offering Memorandum and March 2021 Offering Memorandum, the statements at paragraphs 40(e) to (h) above were replaced with statements to the effect that, with respect to risks associated with investing in the Virtuoso Sub-Fund:

a. it was a special risk of the Virtuoso Sub-Fund that investors in the sub-fund were exposed to the credit risk of the obligors (i.e. buyers) of the Receivables pool, of account receivables supplier or seller and where applicable their guarantor(s) in the sense that the notes, like other debt obligations, were subject to the risk of default (i.e. non-payment of scheduled interest or principal payments);

Particulars

Virtuoso Sub Fund Table, in the row “Special Risk Profile” at p 30 of the July 2019 Offering Memorandum, p 31 of the September 2020 Offering Memorandum and p 32 of the March 2021 Offering Memorandum.

b. it was a special risk of the Virtuoso Sub-Fund that although the notes were insured, there was no guarantee to the investors in the sub-fund that, in the event of an obligor (i.e., buyer), account receivables supplier or seller or where applicable their guarantor(s) default the insurer will be able to cover in full or in part the notes’ expected payment to the sub-fund;

Particulars

Virtuoso Sub Fund Table, in the row "Special Risk Profile" at p 30 of the July 2019 Offering Memorandum, p 31 of the September 2020 Offering Memorandum and p 32 of the March 2021 Offering Memorandum.

c. it was a special risk of the Virtuoso Sub-Fund that the success of each investment made by the sub-fund in the notes (or similar investment instruments) relied ultimately upon the obligor (i.e., buyer), account receivables supplier or seller and where applicable their guarantor(s) and the insurer under the associated insurance contract paying in full and on time, and to the extent that a payment was not made, or was later than expected, the performance of the sub-fund may suffer; and

Particulars

Virtuoso Sub Fund Table, in the row "Special Risk Profile" at p 30 of the July 2019 Offering Memorandum, p 31 of the September 2020 Offering Memorandum and p 32 of the March 2021 Offering Memorandum.

d. it was a special risk of the Virtuoso Sub-Fund that the reasons for a payment not being made by the obligor (i.e., buyer) or an obligation not being respected by a supplier or seller or where applicable their guarantor(s) may include error, omission, lack of diligence, fraud by their officers, default or insolvency, disruption, insurrection and an Act of God.

Particulars

Virtuoso Sub Fund Table, in the row "Special Risk Profile" at p 30 of the July 2019 Offering Memorandum, p 31 of the September 2020 Offering Memorandum and p 32 of the March 2021 Offering Memorandum.

43. The September 2020 Offering Memorandum and March 2021 Offering Memorandum also stated to the effect that:

a. CSFM ensured a high level of diligence in the selection and ongoing monitoring of investments in the best interests of the Virtuoso Parent and the integrity of the market; and

b. CSFM had implemented written policies and procedures on due diligence as well as effective arrangements for ensuring that investment decisions were carried out in compliance with the investment objective and investment policy of the Virtuoso Parent, taking into consideration and adhering to applicable risk limits.

Particulars

September 2020 Offering Memorandum at Section 17 – "Regulatory Disclosure – Best Execution", p 22.

March 2021 Offering Memorandum at Section 17 – "Regulatory Disclosure – Best Execution", p 22.

B6 The Internal Investment Guidelines for the Virtuoso Sub-Fund

44. On about 10 April 2017, Internal Investment Guidelines were issued for the Virtuoso Sub-Fund.

Particulars

CSA.5000.0004.7040.

45. Between about 26 August 2017 and 7 October 2019, a further six iterations of the Internal Investment Guidelines were issued for the Virtuoso Sub-Fund.

Particulars

CSA.5000.0004.7040, CSA.5000.0004.7041, CSA.5000.0004.7042, CSA.5000.0004.7043, CSA.5000.0004.7044, CSA.5000.0003.5959, CSA.5000.0004.7046.

46. A purpose of the Internal Investment Guidelines for the Virtuoso Sub-fund was to define particular financial instruments in which the Virtuoso Sub-Fund was permitted to invest.

B7 The Virtuoso Warehousing Letters

47. By a letter dated 21 April 2017 (the **April 2017 Virtuoso Warehousing Letter**), CSAM agreed on behalf of the Virtuoso Sub-Fund to acquire all Lagoon Park notes offered to it on the terms set out in the letter and subject to the conditions set out in the letter.

Particulars

Letter dated 21 April 2017 sent by CSAM in its capacity as Portfolio Manager of the Virtuoso Sub-Fund to GCUK and Morgan Stanley & Co International Plc (**Morgan Stanley**) (in its capacity as a "Distributor"): CSA.5000.0001.0039.

48. By a letter dated 4 October 2017 (the **October 2017 Virtuoso Warehousing Letter**):

a. the April 2017 Virtuoso Warehousing Letter was superseded and replaced; and

b. CSAM agreed on behalf of the Virtuoso Sub-Fund to acquire all Lagoon Park notes (as well as notes issued by another special purpose vehicle, Wickham SA (**Wickham**)), offered to it on the terms set out in the letter and subject to the conditions set out in the letter.

Particulars

Letter dated 4 October 2017 sent by CSAM in its capacity as Portfolio Manager of the Virtuoso Sub-Fund to GCUK and Morgan Stanley (in its capacity as a "Distributor"): CSA.0001.0057.0001.

49. By a letter dated 14 December 2017 (the **December 2017 Virtuoso Warehousing Letter**):

a. the October 2017 Virtuoso Warehousing Letter was superseded and replaced; and

b. CSAM agreed on behalf of the Virtuoso Sub-Fund to acquire all Lagoon Park, Wickham and Hoffman S.à r.l. (**Hoffman**) (being a special purpose vehicle described further below) notes offered to it on the terms set out in the letter and subject to the conditions set out in the letter.

Particulars

Letter dated 14 December 2017 sent by CSAM in its capacity as Portfolio Manager of the Virtuoso Sub-Fund to GCUK and Morgan Stanley (in its capacity as a "Distributor"): CSA.0001.0001.3633.

50. By a letter dated 4 April 2019 (the **April 2019 Virtuoso Warehousing Letter**):

a. the December 2017 Virtuoso Warehousing Letter was superseded and replaced; and

b. CSAM agreed on behalf of the Virtuoso Sub-Fund to acquire all Lagoon Park, Wickham and Hoffman notes offered to it on the terms set out in the letter and subject to the conditions set out in the letter.

Particulars

Letter dated 4 April 2019 sent by CSAM in its capacity as Portfolio Manager of the Virtuoso Sub-Fund to Morgan Stanley (in its capacity as a "Distributor"), GCUK, and Greensill Capital Securities Limited: CSA.0001.0001.3632.

50A. By a letter dated 13 September 2019 (**September 2019 Virtuoso Warehousing Letter**):

a. the April 2019 Virtuoso Warehousing Letter was superseded and replaced;

b. CSAM agreed on behalf of the Virtuoso Sub-Fund to acquire all Lagoon Park, Wickham and Hoffman notes offered to it on the terms set out in the letter and subject to the conditions set out in the letter;

c. a condition was introduced into the warehousing letter entitling the Virtuoso Sub-Fund to reject any notes offered to it and not be obliged to roll-over notes, where the underlying customer or obligor was, *inter alia*:

   i. facing fundamental credit metrics deterioration and substantial increase of default risk according to the assessment of CSAM; or

   ii. facing heightened public appearance with negative press leading to increased compliance and reputational risk for the Virtuoso Sub-Fund going forward; and

d. a condition was introduced into the warehousing letter entitling the Virtuoso Sub-Fund to dispose notes to any recipient of the September 2019 Virtuoso Warehousing Letter and/or other third parties where the underlying customer was, *inter alia*:

   i. facing fundamental credit metrics deterioration and a substantial increase of default risk according to the assessment of CSAM; or

   ii. facing heightened public appearance with negative press therefore leading to increased compliance and reputational risk for the Virtuoso Sub-Fund going forward.

Particulars

Letter dated 13 September 2019 sent by CSAM in its capacity as Portfolio Manager of the Virtuoso Sub-Fund to the "Distributors" (as defined in the letter) Greensill Capital Securities Limited, and GCUK: CSA.5000.0004.6157 and CSA.7000.0002.6527.

The condition was introduced in response to, at least, issues with GAM / entities associated with Mr Gupta: see Mr Degen interview with Wenger Plattner dated 8 July 2021 at [28] (CSA.5000.0008.3337).

B8 The launch of the Virtuoso Sub-Fund

51. On about 24 April 2017, the Virtuoso Sub-Fund was launched.

52. The Virtuoso Sub-Fund was formed for the purpose of making investments in Greensill's supply chain finance programs, by acquiring securitised notes.

C THE ESTABLISHMENT OF THE NOVA SUB FUND

C1 The development of the Nova Sub-Fund

53. By about late 2017, the Nova Sub-Fund was being developed, in circumstances where Credit Suisse considered that the Virtuoso Sub-Fund had been well received by investors.

Particulars

See April 2022 AGM RFI on page 5: MAR.0008.2000.0001.

54. By about early 2018, it was proposed that the Nova Sub-Fund:

a. would invest in receivables from non-investment grade obligors;

b. would be higher yield and higher risk for investors, compared with the Virtuoso Sub-Fund;

c. in order to increase yield, would not have insurance with respect to notes unless the obligor did not have any credit rating (and unless a parent with minimum 90% ownership also did not have any credit rating); and

d. would invest in multi-obligor programs, as opposed to single obligor programs.

Particulars

See CSA.5000.0006.0079; CSA.5000.0003.0739.

C2 The prospectus for the Nova Sub-Fund

55. On about 9 March 2018, in advance of the launch of the Nova Sub-Fund, the Nova Parent published a Prospectus (**March 2018 Prospectus**).

Particulars

Credit Suisse Nova (Lux) – Investment Company with Variable Capital under Luxembourg Law – Prospectus – 9 March 2018: CSA.5000.0006.0261.

56. The March 2018 Prospectus stated to the effect that:

a. the Nova Parent had designated CSFM to act as its AIFM;

Particulars

March 2018 Prospectus at section 3 – “The Company”, p 15. See also section 16, “Management and Administration - AIFM”, p 31.

b. CSFM performed investment management activities, specifically portfolio and/or risk management activities;

Particulars

March 2018 Prospectus at section 3 – "The Company", p 15.

c. CSFM had established and maintained a permanent risk management function that implemented effective risk management policies and procedures in order to identify, measure, manage and monitor on an ongoing basis all risks relevant to the Nova Sub-Fund's investment strategy including in particular market, credit, liquidity, counterparty, operational and all other relevant risks;

Particulars

March 2018 Prospectus at Section 5 – "Risk and Liquidity Management", p 17.

d. CSFM applied a comprehensive process based on qualitative and quantitative risk measures to assess the risks of the Nova Sub-Fund;

Particulars

March 2018 Prospectus at Section 5 – "Risk and Liquidity Management", p 17.

e. CSFM acted in the best interests of the Nova Parent when executing investment decisions, and for that purpose it took all reasonable steps to obtain the best possible result for the Nova Parent;

Particulars

March 2018 Prospectus at Section 17 – "Regulatory Disclosure – Best Execution", p 34.

f. the Nova Parent's Board of Directors had appointed CSFM to implement the Nova Sub-Fund's investment policy on a day-to-day basis;

Particulars

March 2018 Prospectus at section 16 – "Management and Administration – Portfolio Managers", p 32.

g. in order to implement the policy of the Nova Sub-Fund, CSFM may delegate, under its permanent supervision and responsibility, the management of the assets of the Nova Sub-Fund to one or more Portfolio Managers;

Particulars

March 2018 Prospectus at section 16 – "Management and Administration – Portfolio Managers", p 32.

h. the Portfolio Manager had discretion, on a day to day basis and subject to the overall control and ultimate responsibility of CSFM, to purchase and sell securities and otherwise manage the Nova Sub-Fund's portfolios;

Particulars

March 2018 Prospectus at section 16 – "Management and Administration – Portfolio Managers", p 32.

i. where the Portfolio Managers are permitted to execute transactions, they would be committed contractually to apply equivalent best execution principles (if they were not already subject to equivalent best execution laws and regulations).

Particulars

March 2018 Prospectus at section 17 – "Regulatory Disclosure – Best Execution", p 35.

j. the Nova Sub-Fund intended to primarily invest, either through primary issuance (either under a warehousing arrangement or not) or secondary offering of, zero coupon global notes issued at discount by a special purpose vehicle ("the issuer") with a maturity of typically less than one year which were backed by Receivables;

Particulars

March 2018 Prospectus at section 22 – "The Subfunds" in the part of the section relating the Nova Sub-Fund (**Nova Sub Fund Section**) in the sub-section "Investment Objective and Investment Policy" at p 67.

k. the Nova Sub-Fund would mainly acquire the notes under one or several warehouse facility arrangement(s) entered into to acquire notes from the distributor(s) of the notes appointed by the issuer, and pursuant to the terms of those warehouse facility arrangement(s), the sub-fund undertook to buy the notes issued from time to time by the issuer subject to (i) the availability of sufficient cash at the level of the sub-fund and (ii) the sub-fund's risk diversification rules;

Particulars

Nova Sub-Fund Section in the sub-section "Investment Objective and Investment Policy" at p 67.

l. the Portfolio Manager would not exercise discretionary investment management powers in respect of the notes at the time of their acquisition and throughout the period of time they remained assets of the Nova Sub-Fund;

Particulars

Nova Sub-Fund Section in the sub-section “Investment Objective and Investment Policy” at p 67.

m. the notes acquired under the warehouse facility arrangement(s) would be required to meet certain predetermined criteria as set out in those arrangement(s);

Particulars

Nova Sub-Fund Section in the sub-section “Investment Objective and Investment Policy” at p 67.

n. the Nova Sub-Fund was exposed to the credit risk of every obligor who could be either an investment grade obligor or a non-investment grade obligor; and

Particulars

Nova Sub-Fund Section in the sub-section “Investment Instruments” at p 67.

o. the Portfolio Manager for the Nova Sub-Fund was CSAM.

Particulars

Nova Sub-Fund Section in the sub-section “Portfolio Manager” at p 69.

57. With respect to risks associated with investing in the Nova Sub-Fund, the March 2018 Prospectus stated to the effect that:

a. it was a special risk of the Nova Sub-Fund that it predominately invested in notes (or similar investment instruments), and at times, and for extended periods of time, it might invest in notes issued by one or a limited number of issuers, with the result that a loss in respect of any obligor could have an adverse impact on the sub-fund’s assets;

Particulars

Nova Sub-Fund Section in the sub-section “Special Risk Profile” at p 68.

b. it was a special risk of the Nova Sub-Fund that obligors might operate in highly correlated businesses, industries, or geographies, and the Nova Sub-Fund’s performance may therefore be adversely affected by the concentration of exposure within the sub-fund to one area, country, industry, or issuer;

Particulars

Nova Sub-Fund Section in the sub-section “Special Risk Profile” at p 68.

c. it was a special risk of the Nova Sub-Fund that investors in the sub-fund were exposed to the credit risk of obligors of the Receivables pool in the sense that the notes, like other debt obligations, were subject to the risk of default (i.e, non-payment of scheduled interest or principal payments);

Particulars

Nova Sub-Fund Section in the sub-section "Special Risk Profile" at p 68.

d. it was a special risk of the Nova Sub-Fund that it predominantly invested in notes that were generally not listed on any national securities exchange or automated quotation system and no active trading market existed for them, and as a result the notes might be less liquid, meaning the sub-fund might not be able to sell them quickly at a fair price, and the market could be disrupted in the event of an economic downturn or a substantial increase or decrease in interest rates or corporate events or scandals affecting the obligor;

Particulars

Nova Sub-Fund Section in the sub-section "Special Risk Profile" at p 68.

e. it was a special risk of the Nova Sub-Fund that the success of each investment made by the sub-fund in the notes (or similar investment instruments) relied ultimately upon each obligor discharging its payment obligations in accordance with the applicable contractual terms, and to the extent that a payment was not made, or was later than expected, the performance of the sub-fund may suffer; and

Particulars

Nova Sub-Fund Section in the sub-section "Special Risk Profile" at p 68.

f. it was a special risk of the Nova Sub-Fund that the reasons for a payment not being made by the obligor might include error, omission, lack of diligence, fraud by the officers of the obligor, default or insolvency of the obligor, disruption, insurrection, and an Act of God.

Particulars

Nova Sub-Fund Section in the sub-section "Special Risk Profile" at p 68.

58. Between 3 April 2018 and 10 March 2021, the Nova Parent published further Prospectuses.

Particulars

On about 3 April 2018 (CSA.5000.0003.1054), 4 October 2018 (CSA.5000.0004.2188), a day not presently known to Marsh in November 2018 (CSA.5000.0004.2190), April 2019 (CSA.5000.0003.1931), 1 July 2019 (CSA.5000.0006.0836), a day not presently known to Marsh in January 2020 CSA.5000.0002.6775 (**January 2020 Prospectus**), 10 February 2020 CSA.5000.0002.6772 (**February 2020 Prospectus**), 27 March 2020 CSA.5000.0003.5973 (**March 2020 Prospectus**), a day not presently known to Marsh in November 2020 CSA.0001.0011.1319 (**November 2020 Prospectus**), and 10 March 2021 CSA.5000.0006.0839 (**March 2021 Prospectus**) (together, **Further Prospectuses**).

59. With respect to the matters pleaded at paragraphs 56 to 57 above, the terms of the March 2018 Prospectus were also included in the Further Prospectuses, save that in the January 2020 Prospectus, February 2020 Prospectus, March 2020 Prospectus, November 2020 Prospectus and March 2021 Prospectus:

a. the statement at paragraph 57(c) above was replaced with a statement to the effect that it was a special risk of the Nova Sub-Fund that investors in the sub-fund were exposed to the credit risk of obligors of the Receivables pool, of the account receivables supplier or seller and where applicable their guarantor(s) in the sense that the notes, like other debt obligations, are subject to the risk of default (i.e, non-payment of scheduled interest or principal payments);

Particulars

Nova Sub-Fund Section in the sub-section “Special Risk Profile” at p 48 of the January 2020 Prospectus, p 46 of the February 2020 Prospectus, p 44 of the March 2020 Prospectus, p 41 of the November 2020 Prospectus and p 41 of the March 2021 Prospectus.

b. the statement at paragraph 57(e) above was replaced with a statement to the effect that it was a special risk of the Nova Sub-Fund that the success of each investment made by the sub-fund in the notes (or similar investment instruments) relied ultimately upon each obligor, account receivables supplier or seller and where applicable their guarantor(s), and to the extent that a payment was not made, or was later than expected, the performance of the sub-fund may suffer; and

Particulars

Nova Sub-Fund Section in the sub-section "Special Risk Profile" at p 48 of the January 2020 Prospectus, p 46 of the February 2020 Prospectus, p 44 of the March 2020 Prospectus, p 41 of the November 2020 Prospectus and p 41 of the March 2021 Prospectus.

c. the statement at paragraph 57(f) above was replaced with a statement to the effect that it was a special risk of the Nova Sub-Fund that the reasons for a payment not being made by the obligor or an obligation not being respected by a supplier or seller or where applicable their guarantor(s) may include error, omission, lack of diligence, fraud by their officers, default or insolvency, disruption, insurrection, Act of God.

Particulars

Nova Sub-Fund Section in the sub-section "Special Risk Profile" at p 48 of the January 2020 Prospectus, p 46 of the February 2020 Prospectus, p 44 of the March 2020 Prospectus, p 41 of the November 2020 Prospectus and p 41 of the March 2021 Prospectus.

60. The February 2020 Prospectus, March 2020 Prospectus, November 2020 Prospectus and March 2021 Prospectus also stated to the effect that:

a. CSFM ensured a high level of diligence in the selection and ongoing monitoring of investments in the best interests of the Nova Parent and the integrity of the market; and

b. CSFM had implemented written policies and procedures on due diligence as well as effective arrangements for ensuring that investment decisions were carried out in compliance with the investment objective and investment policy of the Nova Parent, taking into consideration and adhering to applicable risk limits.

Particulars

February 2020 Prospectus at Section 17 – "Regulatory Disclosure – Best Execution", p 31; March 2020 Prospectus at Section 17 – "Regulatory Disclosure – Best Execution", p 31; November 2020 Prospectus at Section 17 – "Regulatory Disclosure – Best Execution", p 30; March 2021 Prospectus at Section 17 – "Regulatory Disclosure – Best Execution", p 30.

60A. Each of the March 2018 Prospectus and the Further Prospectuses for the Nova Sub-Fund also provided that the sub-fund may not, in principle, have more than 10% of its net assets exposed ultimately to a single obligor.

Particulars

See point 1 under the heading "Investment Restrictions" in the Nova Sub-Fund section of each iteration of the prospectus.

C3 The Internal Investment Guidelines for the Nova Sub-Fund

61. On about 7 May 2018, Internal Investment Guidelines were issued for the Nova Sub-Fund.

Particulars

CSA.5000.0004.7048.

62. A further iteration of the Internal Investment Guidelines for the Nova Sub-Fund was issued, which had an effective date of 4 October 2018.

Particulars

CSA.5000.0003.5965.

63. A purpose of the Internal Investment Guidelines for the Nova Sub-Fund was to define particular financial instruments in which the Nova Sub-Fund was permitted to invest.

C4 The Nova Warehousing Letters

64. By a letter dated 28 March 2018 (the **March 2018 Nova Warehousing Letter**), CSAM agreed on behalf of the Nova Sub-Fund to acquire all Lagoon Park, Wickham and Hoffman notes offered to it on the terms set out in the letter and subject to the conditions set out in the letter.

Particulars

Letter dated 28 March 2018 sent by CSAM in its capacity as Portfolio Manager of the Nova Sub-Fund to Morgan Stanley (in its capacity as a "Distributor"), Greensill Capital Securities Limited, and GCUK: CSA.5000.0003.0678.

65. By a letter dated 26 September 2019 (the **September 2019 Nova Warehousing Letter**):

a. CSAM agreed on behalf of the Nova Sub-Fund to acquire all Lagoon Park, Wickham and Hoffman notes offered to it on the terms set out in the letter and subject to the conditions set out in the letter;

b. a condition was introduced into the warehousing letter entitling the Nova Sub-Fund to reject any notes offered to it and not be obliged to roll-over notes, where the underlying customer or obligor was, *inter alia*:

i. facing fundamental credit metrics deterioration and substantial increase of default risk according to the assessment of the CSAM; or

ii. facing heightened public appearance with negative press leading to increased compliance and reputational risk for the Nova Sub-Fund going forward; and

c. a condition was introduced into the warehousing letter entitling the Nova Sub-Fund to dispose notes to any recipient of the September 2019 Nova Warehousing Letter and/or other third parties where the underlying customer, *inter alia*:

i. faced fundamental credit metrics deterioration and a substantial increase of default risk according to the assessment of CSAM; or

ii. faced heightened public appearance with negative press therefore leading to increased compliance and reputational risk for the Nova Sub-Fund going forward.

Particulars

Letter dated 26 September 2019 sent by CSAM in its capacity as Portfolio Manager of the Nova Sub-Fund to Morgan Stanley (in its capacity as a "Distributor"), Greensill Capital Securities Limited, and GCUK: CSA.5000.0002.7460.

The condition was introduced in response to, at least, issues with GAM / and entities associated with Mr Gupta: see Mr Degen interview with Wenger Plattner dated 8 July 2021 at [28] (CSA.5000.0008.3337).

C5 Launch of the Nova Sub-Fund

66. On about 7 May 2018, the Nova Sub-Fund was launched.

67. The Nova Sub-Fund was formed for the purpose of making investments in Greensill's supply chain finance programs, by acquiring securitised notes.

D THE LAGOON PARK, WICKHAM AND HOFFMAN NOTES PROGRAMS

D1 The Lagoon Park notes program

68. Lagoon Park is, and was at all material times:

a. a company incorporated under the laws of Luxembourg; and

b. a securitisation company within the meaning of and governed by the Luxembourg Securitisation Act 2004 (Luxembourg).

69. For the purposes of this Cross-Claim for contribution, Marsh pleads that:

a. Lagoon Park was a special purpose vehicle established by Greensill for the purpose of issuing notes sourced by Greensill to investors;

b. on about 19 October 2015, Lagoon Park, TMF Luxembourg SA and Citibank N.A., London Branch (**Citibank**) entered into a Master Trust Deed, pursuant to which Lagoon Park was able to issue notes to investors in separate series and tranches; and

Particulars

The Master Trust Deed for Lagoon Park was in writing and dated 19 October 2015: CSA.0001.0008.2619. It was supplemented by Supplemental Master Trust Deeds dated 20 September 2016 (CSA.0001.0001.3245); 5 December 2016 (CSA.0023.0002.9850) and 26 November 2018 (CSA.0001.0001.3223).

c. prior to the launch of the Virtuoso Sub-Fund, Lagoon Park was the special purpose vehicle by which notes sourced by Greensill were issued to GAM.

70. The issuing of notes by Lagoon Park was the subject of a disclosure document referred to as a Base Memorandum dated 5 December 2016 (the **Lagoon Park Base Memorandum**), which with respect to the notes which it offered, stated to the effect that, *inter alia*:

a. the ability of Lagoon Park to make payments under the notes depended on the performance of the relevant obligor, and prospective investors were advised to undertake their own due diligence and analysis of the relevant obligor;

Particulars

Lagoon Park Base Memorandum (CSA.5000.0001.0003) at p 2.

b. by acquiring the notes offered, each prospective investor was deemed to have conducted its own investigation of the relevant obligor;

Particulars

Lagoon Park Base Memorandum at p 2.

c. by acquiring the notes offered, each prospective investor acknowledged that neither Lagoon Park nor any other party related to the offering of the notes was liable for any information with respect to the relevant obligor;

Particulars

Lagoon Park Base Memorandum at p 2.

d. any investors interested in participating in the offering should conduct an independent investigation of the risks posed by an investment in the notes;

Particulars

Lagoon Park Base Memorandum at p 3.

e. that where information was made available regarding the relevant obligors, neither Lagoon Park, the note trustee, the distributors, the trustee or GCUK nor any of their respective affiliates (as those persons are described in the memorandum) made any representation as to the accuracy or completeness of any information regarding the relevant obligors;

Particulars

Lagoon Park Base Memorandum at pp 3-4.

f. the notes may involve a high degree of risk, including the principal not being protected;

Particulars

Lagoon Park Base Memorandum at p 4.

g. the purchase of notes may involve substantial risks and was suitable only for sophisticated investors who had 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 notes, and investors may lose their entire investment or part of it;

Particulars

Lagoon Park Base Memorandum at p 22.

h. Lagoon Park's sole business was the raising of money by issuing securities for the purposes of acquiring assets or risks relating to assets generally;

Particulars

Lagoon Park Base Memorandum at p 22.

i. a prospective purchaser of the notes should have such knowledge and experience in financial and business matters and expertise in assessing credit risk that it is capable of evaluating the merits, risks and suitability of investing in the notes including any credit risk associated with Lagoon Park, the relevant obligor under the relevant claims and any agent, and the ability of Lagoon Park to meet its obligations in respect of the notes issued by it would depend on each such entity performing their respective obligations in relation to the notes as applicable;

Particulars

Lagoon Park Base Memorandum at p 28.

j. prospective investors in notes should determine whether an investment in notes is appropriate in their particular circumstances and should consult with their legal, business, regulatory and tax advisers to determine the consequences of an investment in notes and to arrive at their own evaluation of the investment;

Particulars

Lagoon Park Base Memorandum at p 32.

k. each prospective investor must conduct its own investigation on the relevant obligor prior to its investment in any note;

Particulars

Lagoon Park Base Memorandum at p 33.

l. in the event of the occurrence of a failure to pay in respect of any relevant claim backing a series of notes, the realisable value of such relevant claim or any part thereof or, pending such realisation (if the relevant claim or any part thereof cannot be sold), the ability of Lagoon Park to make payments under the notes of the relevant series, would be affected;

Particulars

Lagoon Park Base Memorandum at p 35.

m. the performance and value of the notes of any series would be directly affected by the financial position of any relevant obligor applicable to that series, and, as a consequence, any downturn in the financial position in any such relevant obligor could have a corresponding negative effect on the value of the related notes and the proceeds, if any, that an investor may receive;

Particulars

Lagoon Park Base Memorandum at p 33.

n. noteholders should make their own enquiries as to the financial position of the relevant obligor relevant to any particular series of notes; and

Particulars

Lagoon Park Base Memorandum at p 34.

o. Lagoon Park, GCUK, the trustee, the distributors and/or any of their affiliates (as those persons are described in the memorandum), might be in possession of

information in relation to relevant claims or the relevant obligors or suppliers that is or may be material in the context of the notes and may or may not be publicly available to noteholders, and there was no obligation on any such person to disclose to any potential investors in notes or to noteholders any such information.

Particulars

Lagoon Park Base Memorandum at p 43.

D2 The Wickham notes program

71. Wickham is, and was at all material times:

a. a company incorporated under the laws of Luxembourg; and

b. a securitisation company within the meaning of and governed by the Luxembourg Securitisation Act 2004 (Luxembourg).

72. For the purposes of this Cross-Claim for contribution, Marsh pleads that:

a. Wickham was a special purpose vehicle established by Greensill for the purpose of issuing notes sourced by Greensill to investors;

b. on about 26 April 2017, Wickham and Citibank entered into a Master Trust Deed, pursuant to which Wickham was able to issue notes to investors in separate series; and

Particulars

The Master Trust Deed for Wickham was in writing and dated 26 April 2017: CSA.0001.0001.3207. It was supplemented on 22 June 2018 (CSA.7000.0002.8246) and on 26 November 2018 (CSA.0001.0006.4472).

c. the Wickham notes program was based on the setup and structure of the Lagoon Park special purpose vehicle.

Particulars

See email from Mr Mossdorf dated 28 September 2017: CSA.5000.0003.0385.

73. The issuing of notes by Wickham was the subject of a disclosure document referred to as a Base Memorandum dated 26 April 2017 (the **Wickham Base Memorandum**), which with respect to the notes which it offered, stated to the effect that, *inter alia*:

a. the ability of Wickham to make payments under the notes depended on the performance of the relevant obligor, and prospective investors were advised to undertake their own due diligence and analysis of the relevant obligor;

Particulars

Wickham Base Memorandum at p 2: CSA.5000.0002.0725.

b. by acquiring the notes offered, each prospective investor was deemed to have conducted its own investigation of the relevant obligor;

Particulars

Wickham Base Memorandum at p 2.

c. by acquiring the notes offered, each prospective investor acknowledged that neither Wickham nor any other party related to the offering of the notes was liable for any information with respect to the relevant obligor;

Particulars

Wickham Base Memorandum at p 2.

d. any investors interested in participating in the offering should conduct an independent investigation of the risks posed by an investment in the notes;

Particulars

Wickham Base Memorandum at p 3.

e. that where information was made available regarding the relevant obligors, neither Wickham, the note trustee, the distributors, the trustee or GCUK nor any of their respective affiliates (as those persons are described in the memorandum) made any representation as to the accuracy or completeness of any information regarding the relevant obligors;

Particulars

Wickham Base Memorandum at pp 3-4.

f. the notes may involve a high degree of risk, including the principal not being protected;

Particulars

Wickham Base Memorandum at p 4.

g. the purchase of notes may involve substantial risks and was suitable only for sophisticated investors who had 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 notes, and investors may lose their entire investment or part of it;

Particulars

Wickham Base Memorandum at p 21.

h. Wickham's sole business was the raising of money by issuing securities for the purposes of acquiring assets or risks relating to assets generally;

Particulars

Wickham Base Memorandum at p 21.

i. a prospective purchaser of the notes should have such knowledge and experience in financial and business matters and expertise in assessing credit risk that it is capable of evaluating the merits, risks and suitability of investing in the notes including any credit risk associated with Wickham, the relevant obligor under the relevant claims and any agent, and the ability of Wickham to meet its obligations in respect of the notes issued by it would depend on each such entity performing their respective obligations in relation to the notes as applicable;

Particulars

Wickham Base Memorandum at p 27.

j. prospective investors in notes should determine whether an investment in notes is appropriate in their particular circumstances and should consult with their legal, business, regulatory and tax advisers to determine the consequences of an investment in notes and to arrive at their own evaluation of the investment;

Particulars

Wickham Base Memorandum at p 31.

k. each prospective investor must conduct its own investigation on the relevant obligor prior to its investment in any note;

Particulars

Wickham Base Memorandum at p 32.

l. in the event of the occurrence of a failure to pay in respect of any relevant claim backing a series of notes, the realisable value of such relevant claim or any part thereof or, pending such realisation (if the relevant claim or any part thereof cannot be sold), the ability of Wickham to make payments under the notes of the relevant series, would be affected;

Particulars

Wickham Base Memorandum at p 34.

m. the performance and value of the notes of any series would be directly affected by the financial position of any relevant obligor applicable to that series, and, as a consequence, any downturn in the financial position in any such relevant obligor could have a corresponding negative effect on the value of the related notes and the proceeds, if any, that an investor may receive;

Particulars

Wickham Base Memorandum at p 32.

n. noteholders should make their own enquiries as to the financial position of the relevant obligor relevant to any particular series of notes; and

Particulars

Wickham Base Memorandum at p 33.

o. Wickham, GCUK, the trustee, the distributors and/or any of their affiliates (as those persons are described in the memorandum), might be in possession of information in relation to relevant claims or the relevant obligors or suppliers that is or may be material in the context of the notes and may or may not be publicly available to noteholders, and there was no obligation on any such person to disclose to any potential investors in notes or to noteholders any such information.

Particulars

Wickham Base Memorandum at p 42.

D3 The Hoffman notes program

74. Hoffman is, and was at all material times:

a. a company incorporated under the laws of Luxembourg; and

b. a securitisation company within the meaning of and governed by the Luxembourg Securitisation Act 2004 (Luxembourg).

75. For the purposes of this Cross-Claim for contribution, Marsh pleads that:

a. Hoffman was a special purpose vehicle established by Greensill for the purpose of issuing notes to investors;

b. on about 13 October 2017, Hoffman and Citibank entered into a Master Trust Deed, pursuant to which Hoffman was able to issue notes to investors in separate series and tranches;

Particulars

The Master Trust Deed was in writing and dated 13 October 2017. It was supplemented on 21 December 2017, 21 June 2018, 3 September 2018, 12 April 2019 and 5 May 2020.

c. the Hoffman notes program is also referred to in documentation as the Lagoon Farm notes program; and

d. the Hoffman notes program was established by Greensill:

i. to create a new distribution structure whereby Greensill sold payment obligations to investors by way of assignment, rather than as trust participants; and

ii. to give Greensill flexibility to make changes to the notes program from time to time without having to amend existing documentation, such as by purchasing payment obligations originated under different structures, and by different originators.

Particulars

See memorandum from Simmons & Simmons to John Whelan of Greensill dated 3 November 2017: CSA.5000.0002.0826.

Under the Hoffman program, the description of payment obligations and the method by which payment obligations originated were set out in a "Product Annex" particular to such payment obligations and origination method (which was to be attached to, and incorporated by reference into, a "Series Supplement" particular to the notes). The Product Annex also set out relevant risk factors, and any terms and conditions specific to notes backed by payment obligations of the type described in such Product Annex. Hoffman was different to notes programs which preceded it because the permissible structures and originators could be amended by Greensill preparing a new "Product Annex" to be attached to, and incorporated by reference into, the "Series Supplement" applicable to the relevant notes.

76. The program for the issuing of notes by Hoffman was the subject of a disclosure document referred to as a Base Memorandum dated 13 October 2017 (the **Hoffman Base Memorandum**).

77. The Hoffman Base Memorandum stated to the effect that:

a. the ability of Hoffman to make payments under the notes depended on the performance of the relevant obligor, and prospective investors were advised to undertake their own due diligence and analysis of the relevant obligor;

Particulars

Hoffman Base Memorandum at p 2.

b. by acquiring the notes offered, each prospective investor was deemed to have conducted its own investigation of the relevant obligor and the notes;

Particulars

Hoffman Base Memorandum at p 2-3.

c. by acquiring the notes offered, each prospective investor acknowledged that none of Hoffman, a note trustee, any distributor nor any other party related to the offering of the notes was liable for any information with respect to the relevant obligor or the notes;

Particulars

Hoffman Base Memorandum at p 2-3.

d. any investors interested in participating in the offering should conduct an independent investigation of the risks posed by an investment in the notes;

Particulars

Hoffman Base Memorandum at p 4.

e. that neither Hoffman, the note trustee, the distributors, GCUK, the relevant claims sellers nor any of their respective affiliates (as those persons are defined in the memorandum) made any representation as to the accuracy or completeness of any information regarding the relevant obligors;

Particulars

Hoffman Base Memorandum at p 4.

f. the notes may involve a high degree of risk, including the principal not being protected;

Particulars

Hoffman Base Memorandum at p 4.

g. the purchase of notes may involve substantial risks and was suitable only for sophisticated investors who had 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 notes, and investors may lose their entire investment or part of it;

Particulars

Hoffman Base Memorandum at p 21.

h. the issuer's sole business was the raising of money by issuing securities for the purposes of acquiring assets or risks relating to assets generally;

Particulars

Hoffman Base Memorandum at p 21.

i. a prospective purchaser of the notes should have such knowledge and experience in financial and business matters and expertise in assessing credit risk that it is capable of evaluating the merits, risks and suitability of investing in the notes including any credit risk associated with Hoffman, the relevant obligor under the relevant claims and any agent, and the ability of Hoffman to meet its obligations in respect of the notes issued by it would depend on each such entity performing their respective obligations in relation to the notes as applicable;

Particulars

Hoffman Base Memorandum at p 26.

j. prospective investors in notes should determine whether an investment in notes is appropriate in their particular circumstances and should consult with their legal, business, regulatory and tax advisers to determine the consequences of an investment in notes and to arrive at their own evaluation of the investment;

Particulars

Hoffman Base Memorandum at pp 30-31.

k. each prospective investor must conduct its own investigation on the relevant obligor prior to its investment in any note;

Particulars

Hoffman Base Memorandum at p 32.

l. in the event of the occurrence of a failure to pay in respect of any relevant claim backing a series of notes, the realisable value of such relevant claim or any part

thereof or, pending such realisation (if the relevant claim or any part thereof cannot be sold), the ability of Hoffman to make payments under the notes of the relevant series, will be affected;

Particulars

Hoffman Base Memorandum at p 32.

m. the performance and value of the notes of any series would be directly affected by the financial position of any relevant obligor applicable to that series, and, as a consequence, any downturn in the financial position in any such relevant obligor could have a corresponding negative effect on the value of the related notes and the proceeds, if any, that an investor may receive;

Particulars

Hoffman Base Memorandum at p 32.

n. noteholders should make their own enquiries as to the financial position of the relevant obligor relevant to any particular series of notes; and

Particulars

Hoffman Base Memorandum at p 33.

o. Hoffman, GCUK, any relevant claims seller and/or any distributor, and/or any of their affiliates, might be in possession of information in relation to relevant claims or the relevant obligors that is or may be material in the context of the notes and may or may not be publicly available to noteholders, and there was no obligation on any such person to disclose to any potential investors in notes or to noteholders any such information.

Particulars

Hoffman Base Memorandum at p 43.

78. In about November 2017, Greensill informed the Credit Suisse Group that it was planning to add Hoffman as an additional issuing special purpose vehicle to the vehicles by which the Virtuoso Sub-Fund was acquiring notes.

Particulars

Internal email from Mr Mossdorf dated 23 November 2017: CSA.5000.0002.0825, attaching memorandum from Simmons & Simmons dated 3 November 2017: CSA.5000.0002.0826 and Hoffman Base Memorandum: CSA.5000.0002.0827.

79. In about late November 2017 or early December 2017, CSAM formed the view that it was comfortable adding the Hoffman special purpose vehicle to the warehousing facility for the Virtuoso Sub-Fund.

Particulars

See email from Mr Mossdorf dated 23 November 2017: CSA.5000.0002.0825. See also the subsequent addition of the Hoffman special purpose vehicle to the Virtuoso warehousing facility in about 14 December 2017 – see paragraph 49 above.

E OBLIGATIONS OF CSFM AND CSAM WITH RESPECT TO THE VIRTUOSO SUB-FUND

E1 The Virtuoso Management Agreement

80. On about 31 March 2017, CSFM and the Virtuoso Parent entered into a Management Agreement (**Virtuoso Management Agreement**).

Particulars

Management Agreement with "Agreement Date" as 31 March 2017 and "Creation Date" of 10 April 2017: CSA.0001.0011.1297 (with appendix at CSA.0001.0011.1296).

81. The Virtuoso Management Agreement applied to services provided with respect to the Virtuoso Sub-Fund.

Particulars

See appendix at CSA.0001.0011.1296.

82. By the Virtuoso Management Agreement:

a. CSFM was designated by the Virtuoso Parent to act as its AIFM with respect to the Virtuoso Sub-Fund; and

b. CSFM accepted its designation as AIFM for the Virtuoso Parent with respect to the Virtuoso Sub-Fund.

Particulars

Clause I.

83. It was a term of the Virtuoso Management Agreement that in performing any transaction on behalf of the Virtuoso Sub-Fund, CSFM must act in accordance with the provisions of Luxembourg Law applicable to the Virtuoso Sub-Fund.

Particulars

Clause II 2.1.

84. It was a term of the Virtuoso Management Agreement that in performing any transaction on behalf of the Virtuoso Sub-Fund, CSFM must act in accordance with:

a. the investment policies and applicable restrictions on investments set out in the Offering Document (being the prospectus of the fund as amended from time to time); and

b. the "Internal Investment Guidelines" for the Virtuoso Sub-Fund as established by CSFM within the general investment objective and policy of the Virtuoso Sub-Fund.

Particulars

Clause II 2.1.

85. It was a term of the Virtuoso Management Agreement that CSFM shall act honestly, with due care and diligence and fairly in conducting the activities covered by the agreement, and shall perform its obligations under the agreement with the due care customary of the profession.

Particulars

Clause II 4.1.

86. It was a term of the Virtuoso Management Agreement that CSFM shall act in the best interests of the Virtuoso Parent Fund or the investors of the Virtuoso Parent Fund and the integrity of the market.

Particulars

Clause II 4.2.

86A. It was a term of the Virtuoso Management Agreement that when executing a decision to deal on behalf of the Virtuoso Parent Fund, that CSFM shall take all reasonable steps to obtain the best possible result for the fund or its investors taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Particulars

Clause II 4.3.

87. It was a term of the Virtuoso Management Agreement that:

a. CSFM's compliance function must, operating independently, constantly monitor the Virtuoso Sub-Fund's assets in accordance with clause II 2.1 of the Agreement;

Particulars

Clause III 1(a).

b. CSFM was required to implement effective risk management policies and procedures in order to identify, measure, manage and monitor on an ongoing basis all risks relevant to the fund's investment strategy;

Particulars

Clause III 2(a).

c. to the extent that CSFM delegated its duties and functions to a third party, it was required to implement appropriate control mechanism and procedures, including a regular reporting process, in order to ensure an effective supervision of that third party.

Particulars

Clause IX, clause XI (12).

88. It was a term of the Virtuoso Management Agreement that CSFM's compliance function must, operating independently, constantly monitor its compliance with the Offering Document and Luxembourg Law in the performance of its duties under the agreement.

Particulars

Clause III 1(a).

89. It was a term of the Virtuoso Management Agreement that CSFM was required to monitor and manage the Virtuoso Parent's liquidity risks and ensure that the liquidity profile of the Virtuoso Parent complied with its obligations, and in particular that CSFM put in place an appropriate liquidity management system and effect procedures taking into account the investment strategy, the liquidity profile and redemption policy of the Virtuoso Parent.

Particulars

Clause II 5.4.

90. On about 10 January 2020, CSFM and the Virtuoso Parent entered into a further Management Agreement (**2020 Virtuoso Management Agreement**).

Particulars

Management Agreement at CSA.5000.0006.0829.

91. The 2020 Virtuoso Management Agreement replaced the Virtuoso Management Agreement, but the appendix to the Virtuoso Management Agreement remained in force.

Particulars

Clause XI (22).

92. The terms of the Virtuoso Management Agreement as set out above were also included in the 2020 Virtuoso Management Agreement, save that:

a. CSFM's compliance function's monitoring obligations were replaced with obligations that CSFM's compliance function must:

i. operating independently, perform an ex-ante due diligence of the Virtuoso Sub-Fund's assets in accordance with the clause II 2.1; and

ii. refrain from any transactions which have or could have the effect that the Virtuoso Sub-Fund's assets were not in compliance clause II 2.1.

Particulars

Clause III 1(a).

b. it was also a term of the 2020 Virtuoso Management Agreement that:

i. CSFM confirmed to ensure a high level of diligence in the selection and ongoing monitoring of investments in the best interest of the Virtuoso Parent and the integrity of the market; and

ii. CSFM was required to implement written policies and procedures on due diligence as well as effective arrangements for ensuring that investment decisions were carried out in compliance with the investment objective and investment policy of the Virtuoso Parent, taking into consideration and adhering to applicable risk limits.

Particulars

Clause II 5.10.

92A. It was a term of the Virtuoso Management Agreement and the 2020 Virtuoso Management Agreement that CSFM's liability towards the fund and its investors shall not be affected by the fact that it had delegated its functions and duties to third parties, or by any further sub-delegation.

Particulars

Clause IX.

92B. It was a term of the Virtuoso Management Agreement and the 2020 Virtuoso Management Agreement that the agreement shall be governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg.

Particulars

Clause XI, 19.

E2 Duties of CSFM with respect to the Virtuoso Sub-Fund under Luxembourg law

Negligence

92C. At all material times, with respect to the Virtuoso Sub-Fund, where CSFM caused damage to the Virtuoso Parent by its negligence, it was liable to the Virtuoso Parent.

Particulars

Articles 1382 and 1383 of the Civil Code of the Grand-Duchy of Luxembourg.

Supervision of delegates

93. At all material times, with respect to the Virtuoso Sub-Fund, where CSFM delegated to a third party the task of carrying out functions on its behalf, CSFM was required to be in a position to monitor effectively at any time the delegated activity.

Particulars

Article 75(e) and (f) of Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing the AIFM Directive (the **CDR 231/2013**), supplementing Article 20 of the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers (**AIFM Directive**), which is transposed into Luxembourg legislation by Article 18(1)(f) of the amended Law of 12 July 2013 on alternative investment fund managers (**AIFM Law**).

Disclosure to investors

94. At all material times, with respect to the Virtuoso Sub-Fund, CSFM was required to:

a. make available to investors a description of the type of assets in which the sub-fund may invest, the techniques it may employ and all associated risks, and any applicable investment restrictions (as well as any material changes to such matters); and/or

b. make available to investors a description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors.

Particulars

Article 21(1)(a) and (i) of the AIFM Law.

General principles and organisational requirements

95. At all material times, with respect to the Virtuoso Sub-Fund, CSFM was required to:

a. act with due skill, care and diligence in conducting its activities;

b. act in the best interests of the Virtuoso Parent or investors;

c. have and employ effectively the resources and procedures that were necessary for the proper performance of its business activities; and/or

d. use, at all times, adequate and appropriate human and technical resources that were necessary for the proper management of the fund.

Particulars

Articles 11(1)(a) to (c) and 16 of the AIFM Law, Article 60(2)(e) of the CDR 231/2013, supplementing Articles 12 and 18 of the AIFM Directive which are transposed into Luxembourg legislation by Articles 11 and 16 of the AIFM Law, as well as Article 17(2) of the CDR 231/2013, supplementing Article 12(1) of the AIFM Directive which is transposed into Luxembourg legislation by Article 11(1) of the AIFM Law.

Implementation of adequate risk management systems

96. At all material times, with respect to the Virtuoso Sub-Fund, CSFM was required to:

a. implement adequate risk management systems in order to identify, measure, manage and monitor appropriately all risks relevant to the investment strategy and to which the Virtuoso Parent was or might be exposed; and/or

b. ensure that the risks associated with each investment position and their overall effect on the portfolio could be properly identified, measured, managed and monitored on an ongoing basis.

Particulars

Article 14(2) and (3)(b) of the AIFM Law and Articles 39(1)(a), (d) and (e), 40(1), 40(2), 40(5), 41(1)(a), 41(2)(b) and (c), 41(3), 44(1), 44(2), 44(3), 45(1)(a) and 45(2) of the CDR 231/2013 supplementing Article 15 of the AIFM Directive which is transposed into Luxembourg legislation by Article 14 of the AIFM Law.

Employment of an appropriate liquidity management system

97. At all material times, with respect to the Virtuoso Sub-Fund, CSFM was required to employ an appropriate liquidity management system and adopt procedures to enable it

to monitor liquidity risk and ensure that the liquidity profile of the investments complied with underlying obligations.

Particulars

Article 15(1) of the AIFM Law, and Article 47(1)(d) of the CDR 231/2013 supplementing Article 16 of the AIFM Directive which is transposed into Luxembourg legislation by Article 15 of the AIFM Law.

Preferential treatment and management of conflicts of interest

98. At all material times, with respect to the Virtuoso Sub-Fund, CSFM was required to:

a. ensure that no investor obtained preferential treatment, unless such preferential treatment was disclosed;

b. take all reasonable steps to avoid conflicts of interest and, when they could not be avoided, to identify, manage and monitor and, where applicable, disclose those conflicts of interest in order to prevent them from adversely affecting the interests of the Virtuoso Parent and investors;

c. maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the Virtuoso Parent and investors; and/or

d. where organisational arrangements made by CSFM to identify, prevent, manage and monitor conflicts of interest were not sufficient to ensure, with reasonable confidence, that risks of damage to investors' interests will be prevented, clearly disclose the general nature or sources of conflicts of interest to the investors before undertaking business on their behalf, and develop appropriate policies and procedures.

Particulars

Articles 11(1) last sub-paragraph, 11(1)(d), 13(1) second sub-paragraph and 13(2) of the AIFM Law, and Article 35(1) of the CDR 231/2013, supplementing Article 14 of the AIFM Directive which is transposed into Luxembourg legislation by Article 13 of the AIFM Law.

Valuation of assets

99. At all material times, with respect to the Virtuoso Sub-Fund, CSFM was:

a. required to ensure that appropriate and consistent procedures were established so that a proper and independent valuation of the assets could be performed;

b. required to perform the valuation impartially and with all due skill, care and diligence; and

c. responsible for the proper valuation of assets, the calculation of the net asset value and the publication of that net asset value.

Particulars

Article 67(1) and (2) of the CDR 231/2013, supplementing Article 19 of the AIFM Directive, which is transposed into Luxembourg legislation by Article 17(1) of the AIFM Law.

Article 71(1) and (3) of the CDR 231/2013, supplementing Article 19 of the AIFM Directive, which is transposed into Luxembourg legislation by Article 17(8) and (10) of the AIFM Law.

Article 60(2)(c) of the CDR 231/2013, supplementing Articles 12 and 18 of the AIFM Directive which are transposed into Luxembourg legislation by Articles 11 and 16 of the AIFM Law.

Best execution

99A. As all material times, with respect to the Virtuoso Sub-Fund, CSFM was:

a. required to act in the best interests of the sub-fund or the investors in the sub-funds it manages when executing decisions to deal on behalf of the sub-fund in the context of the management of the portfolio;

b. whenever it bought or sold financial instruments or other assets for which best execution was relevant, and for the purposes of sub-paragraph (a) above, required to take all reasonable steps to obtain the best possible result for the sub-fund or investors in the sub-fund, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order;

c. required to establish and implement effective arrangements for complying with the obligations referred to in sub-paragraphs (a) and (b), and in particular, required to establish in writing and implement an execution policy to allow the sub-fund and its investors to obtain, for sub-fund orders, the best possible result in accordance with sub-paragraph (b);

d. required to monitor on a regular basis the effectiveness of its arrangements and policy for the execution of orders with a view to identifying and, where appropriate, correcting any deficiencies;

e. required to review its execution policy on an annual basis, and also carry out a review whenever a material change occurred that affected its ability to continue to obtain the best possible result for the sub-funds.

Particulars

Article 27 of CDR 231/2013, supplementing Articles 12 and 15 of the AIFM Directive which are transposed into Luxembourg legislation by Articles 11 and 14 of the AIFM Law.

E3 The Portfolio Management Agreement – Virtuoso Sub-Fund

100. On about 24 March 2017, CSAM and CSFM entered into a Portfolio Management Agreement (**Portfolio Management Agreement**).

Particulars

Portfolio Management Agreement dated 24 March 2017: CSA.0001.0011.1292. A version of the appendix as at 22 May 2017 is exhibited to the affidavit of Ms Egelhof dated 25 October 2024 (**Egelhof Affidavit**) at CSA.0001.0011.1299.

101. The Portfolio Management Agreement applied to services provided by CSAM with respect to the Virtuoso Sub-Fund.

101A. With respect to the Virtuoso Sub-Fund, CSFM was a party to the Portfolio Management Agreement in its capacity as AIFM.

102. By the Portfolio Management Agreement:

a. CSFM appointed CSAM as Portfolio Manager to render portfolio management services and to invest or reinvest the assets of the Virtuoso Sub-Fund on a fully discretionary basis, subject to investment guidelines as communicated by CSFM;

b. CSFM authorised CSAM to effect, in relation to the Virtuoso Sub-Fund, any transactions pertaining to the Sub-Fund's investment portfolio;

c. CSAM accepted its appointment by CSFM with respect to the Virtuoso Sub-Fund and the obligations set out in the agreement; and

d. CSAM was required to perform its services under the Portfolio Management Agreement with respect to the Virtuoso Sub-Fund under the supervision and responsibility of the Board of Directors of CSFM.

Particulars

Clause 1.

103. It was a term of the Portfolio Management Agreement that CSAM must:

a. act strictly in accordance with the legal and regulatory requirements applicable to the Virtuoso Sub-Fund and CSFM; and

b. act in accordance with applicable laws and regulations in exercising its mandate with respect to the Virtuoso Sub-Fund.

Particulars

Article 2.1. See also Article 3.1.

104. It was a term of the portfolio Management Agreement that CSAM must act strictly in accordance with the investment policies and applicable restrictions on investments set out in the prospectus / private placement memorandum ("Offering Document") of the Virtuoso Sub-Fund as periodically reviewed by the Virtuoso Sub-Fund and CSFM, and the current internal guidelines for the Virtuoso Sub-Fund.

Particulars

Article 2.1. See also Article 3.1

105. It was a term of the Portfolio Management Agreement that CSAM was required to exercise its mandate with respect to the Virtuoso Sub-Fund with the due care customary to the profession.

Particulars

Article 3.1.

106. It was a term of the Portfolio Management Agreement that:

a. CSAM was required to constantly monitor the Virtuoso Sub-Fund's assets in accordance with Article 2.1;

Particulars

Article 3.6.

b. CSAM was required to ensure a high level of diligence in the selection and ongoing monitoring of investments in the best interests of the Virtuoso Parent and the Virtuoso Sub-Fund and the integrity of the market;

Particulars

Article 4.12.

c. CSAM had implemented written policies and procedures on due diligence as well as effective arrangements for ensuring that investment decisions were carried out in compliance with the investment objective and investment policy of the Virtuoso Sub-Fund, taking into consideration and adhering to applicable risk limits;

Particulars

Article 4.12.

d. risk management activities (including with respect to the Virtuoso Sub-Fund) needed to be performed reliably, professionally and effectively and CSAM undertook to establish, together with CSFM, methods to ensure the ongoing assessment of the standards of performance to ensure compliance thereof;

Particulars

Article 4.12.

e. CSAM undertook to have in place and apply a best execution policy to ensure that all reasonable steps were taken to seek to obtain the best possible result for the Virtuoso Parent, Virtuoso Sub-Fund and investors, when providing CSFM with portfolio management services under the agreement, taking into account the price, cost, speed, likelihood of execution and settlement, order size and nature, or any other consideration relevant to the execution of the order;

Particulars

Article 4.10, Article 4.13.

f. in the event CSAM was permitted by CSFM to delegate any services with respect to the Virtuoso Sub-Fund to a third party, CSAM was responsible to ensure that the third party complies with the best execution principles outlined in Article 4.13; and

Particulars

Article 4.13.

g. CSAM had adopted adequate and effective arrangements, processes and techniques to measure and manage risks relating to the investments of the Virtuoso Sub-Fund and ensure compliance with legal and regulatory requirements.

Particulars

Article 4.14.

106A. It was a term of the Portfolio Management Agreement that it was subject to Luxembourg law.

Particulars

Article 13.

E4 Duties of CSAM with respect to the Virtuoso Sub-Fund under Luxembourg and Swiss law

106B. At all material times, with respect to the Virtuoso Sub-Fund, where CSAM caused damage to the Virtuoso Parent by its negligence, it was liable to the Virtuoso Parent.

Particulars

Articles 1382 and 1383 of the Civil Code of the Grand-Duchy of Luxembourg.

106C. At all material times, with respect to the Virtuoso Sub-Fund, where CSAM was performing obligations under the Portfolio Management Agreement:

a. it had a duty of care in the performance of those obligations; and

b. it was liable for the diligent and faithful performance of the business entrusted to it.

Particulars

Article 398 (1) and (2) of the Swiss Code of Obligations.

107. At all material times, with respect to the Virtuoso Sub-Fund, CSAM:

a. was required to have an appropriate organisational structure to ensure compliance with legal obligations;

Particulars

Article 14(1)(c) of the Swiss Collective Investment Schemes Act (**CISA**) (SR 951.31). This CISA provision was no longer directly applicable to CSAM after a one year transition period commencing on 1 January 2020, at the end of which the "FinIA" and "FinSA" (as defined below) became applicable.

b. had a duty of loyalty, which required it to act independently and exclusively in the interests of investors;

Particulars

Article 20(1)(a) of the CISA.

c. had a duty of due diligence, which required it to implement the organisational measures necessary for proper management;

Particulars

Article 20(1)(b) of the CISA.

ca. had a duty to provide information, which required it to act with transparency, to provide appropriate financial information and disclose all charges and fees to

investors and to notify investors of any compensation received in the form of commissions, brokerage fees and other soft commissions in a full, truthful and comprehensible manner;

Particulars

Article 20(1)(c) of the CISA.

d. was required to take all necessary precautions to ensure that all duties in relation to its business activities were performed properly;

Particulars

Article 20(3) of the CISA.

e. was required to ensure that it had proper and appropriate risk management, an internal control system and compliance covering its business activities;

Particulars

Article 12a(1) of the Swiss Collective Investment Schemes Ordinance (**CISO**) (SR 951.311). The CISO was an ordinance which accompanied the CISA, which was in force at the same time as the CISA.

ea. was required to ensure the proper conduct of portfolio and risk management;

Particulars

Article 18a(1) of the CISA.

eb. was required to ensure it had proper and appropriate risk management, an internal control system (ICS) and compliance covering its entire business;

Particulars

Article 12a(1) of the CISO.

f. was required to organise its risk management in such a way that all material risks could be adequately identified, assessed, controlled and monitored;

Particulars

Article 12a(2) of the CISO.

fa. was required to separate the functions of risk management, ICS and compliance in functional and hierarchical terms from the operating units, in particular from the investment decisions function:

Particulars

Article 12a(3) of the CISO; Article 41(3) of the Swiss Financial Institutions Ordinance.

g. was required to take effective organisational and administrative measures to identify, prevent, settle and monitor conflicts of interest in order to prevent the latter from harming the interests of the investors, and where conflicts of interest could not be avoided, disclose those conflicts to investors;

Particulars

Article 32b of the CISO.

h. was required to establish appropriate corporate management rules and be organised in such a way that it can fulfil its statutory duties, and/or identify, measure, control and monitor its risks, including legal and reputational risks, and organise effective internal controls;

Particulars

Article 9 of the Swiss Financial Institutions Act (**FinIA**) (SR 954.1).

i. was required to have an appropriately defined risk management system in place as well as an effective internal control structure to ensure, among other requirements, compliance with legal and internal provisions;

Particulars

Article 21(1) of FinIA.

j. was required to organise its risk management in such a way that all the main risks could be identified, assessed, controlled and monitored;

Article 12(4) of the Swiss Financial Institutions Ordinance (**FinIO**) (SR 950.11). The FinIO was an ordinance which accompanied the FinIA, which was in force at the same time as the FinIA.

k. was required to have an appropriately defined risk management system in place as well as an effective internal control structure to ensure compliance with legal and internal provisions; and, or alternatively

Particulars

Article 41(1) of the FinIO.

l. was required to take appropriate organisational measures to prevent conflicts of interest that could arise through the provision of financial services or any disadvantages for clients as a result of conflicts of interest, and if disadvantages

for clients cannot be excluded, that possibility was required to be disclosed to them.

Particulars

Article 25(1) and (2) of the Federal Financial Services Act (**FinSA**) (SR 950.1).

107A. At all material times, to the extent CSAM breached a provision of the CISA, the FinSA, or the FinIA with respect to the Virtuoso Sub-Fund causing loss to the Virtuoso Parent, it was liable to pay compensation to the Virtuoso Parent.

Particulars

By operation of Article 145 and Articles 41 and 55 of the Swiss Code of Obligations, and Article 146 and Articles 50 and 51 of the Swiss Code of Obligations.

F OBLIGATIONS OF CSFM AND CSAM WITH RESPECT TO THE NOVA SUB-FUND

F1 The Nova Management Agreement

108. On about 13 June 2016, CSFM and the Nova Parent entered into a Management Agreement (**Nova Management Agreement**).

Particulars

Nova Management Agreement with “Agreement Date” as 13 June 2016 and “Creation Date” of 16 June 2016: CSA.0001.0011.1294. A document which appears to be a version of the appendix dated 29 March 2018 is exhibited to the Egelhof Affidavit at CSA.0001.0011.1290.

109. The Nova Management Agreement applied to services to be provided with respect to the Nova Sub-Fund.

110. By the Nova Management Agreement (as amended by an amendment to the appendix):

a. CSFM was designated by the Nova Parent to act as its AIFM with respect to the Nova Sub-Fund; and

b. CSFM accepted its designation as AIFM for the Nova Parent with respect to the Nova Sub-Fund.

Particulars

See clause I.

111. It was a term of the Nova Management Agreement that in performing any transaction on behalf of the Nova Sub-Fund, CSFM must act in accordance with the provisions of Luxembourg Law applicable to the Nova Sub-Fund.

Particulars

Clause II 2.1.

112. It was a term of the Nova Management Agreement that in performing any transaction on behalf of the Nova Sub-Fund, CSFM must act in accordance with:

a. the investment policies and applicable restrictions on investments set out in the Offering Document (being the prospectus of the fund as amended from time to time); and

b. the "Internal Investment Guidelines" for the Nova Sub-Fund as established by CSFM within the general investment objective and policy of the Nova Sub-Fund.

Particulars

Clause II 2.1.

113. It was a term of the Nova Management Agreement that CSFM shall act honestly, with due care and diligence and fairly in conducting the activities covered by the agreement, and shall perform its obligations under the agreement with the due care customary of the profession.

Particulars

Clause II 4.1.

114. It was a term of the Nova Management Agreement that CSFM shall act in the best interests of the Nova Parent Fund or the investors of the Nova Parent Fund and the integrity of the market.

Particulars

Clause II 4.2.

114A. It was a term of the Nova Management Agreement that when executing a decision to deal on behalf of the Nova Parent Fund, that CSFM shall take all reasonable steps to obtain the best possible result for the fund or its investors taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Particulars

Clause II 4.3.

115. It was a term of the Nova Management Agreement that:

a. CSFM's compliance function must, operating independently, constantly monitor the Nova Sub-Fund's assets in accordance with clause II 2.1 of the Agreement;

Particulars

Clause III 1(a).

b. CSFM was required to implement effective risk management policies and procedures in order to identify, measure, manage and monitor on an ongoing basis all risks relevant to the fund's investment strategy;

Particulars

Clause III 2(a).

c. to the extent that CSFM delegated its duties and functions to a third party, it was required to implement appropriate control mechanism and procedures, including a regular reporting process, in order to ensure an effective supervision of that third party.

Particulars

Clause IX, clause XI (12).

116. It was a term of the Nova Management Agreement that CSFM's compliance function must, operating independently, constantly monitor its compliance with the Offering Document and Luxembourg Law in the performance of its duties under the agreement.

Particulars

Clause III 1(a).

117. It was a term of the Nova Management Agreement that CSFM was required to monitor and manage the Nova Parent's liquidity risks and ensure that the liquidity profile of the Nova Parent complied with its obligations, and in particular that CSFM put in place an appropriate liquidity management system and effect procedures taking into account the investment strategy, the liquidity profile and redemption policy of the Nova Parent.

Particulars

Clause II 5.4.

118. On about 10 January 2020, CSFM and the Nova Parent entered into a further Management Agreement (**2020 Nova Management Agreement**).

Particulars

2020 Nova Management Agreement which entered into force from and including 10 January 2020: CSA.5000.0006.0824.

119. The 2020 Nova Management Agreement replaced the Nova Management Agreement but the appendix to the Nova Management Agreement remained in force.

Particulars

Clause XI (22).

120. The terms of the Nova Management Agreement as set out in paragraphs 110 to 111 above were also included in the 2020 Nova Management Agreement, save that:

a. CSFM's compliance function's monitoring obligations described in paragraph 116 above were replaced with obligations that CSFM's compliance function must:

i. operating independently, perform an ex-ante due diligence of the Nova Sub-Fund's assets in accordance with the clause II 2.1; and

ii. refrain from any transactions which have or could have the effect that the Nova Sub-Fund's assets were not in compliance clause II 2.1.

Particulars

Clause III 1(a).

b. it was also a term of the 2020 Nova Management Agreement that:

i. CSFM confirmed to ensure a high level of diligence in the selection and ongoing monitoring of investments in the best interest of the Nova Parent and the integrity of the market; and

ii. CSFM had implemented written policies and procedures on due diligence as well as effective arrangements for ensuring that investment decisions were carried out in compliance with the investment objective and investment policy of the Nova Parent, taking into consideration and adhering to applicable risk limits.

Particulars

Clause II 5.10.

120A. It was a term of the Nova Management Agreement and the 2020 Nova Management Agreement that CSFM's liability towards the fund and its investors shall not be affected by the fact that it had delegated its functions and duties to third parties, or by any further sub-delegation.

Particulars

Clause IX.

120B. It was a term of the Nova Management Agreement and the 2020 Nova Management Agreement that the agreement shall be governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg.

Particulars

Clause XI, 13.

F2 Duties of CSFM with respect to the Nova Sub-Fund under Luxembourg law

Negligence

120C. At all material times, with respect to the Nova Sub-Fund, where CSFM caused damage to the Nova Parent by its negligence, it was liable to the Nova Parent.

Particulars

Articles 1382 and 1383 of the Civil Code of the Grand-Duchy of Luxembourg.

Supervision of delegates

121. At all material times, with respect to the Nova Sub-Fund, where CSFM delegated to a third party the task of carrying out functions on its behalf, CSFM was required to be in a position to monitor effectively at any time the delegated activity.

Particulars

Article 75(e) and (f) of Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing the AIFM Directive (the **CDR 231/2013**), supplementing Article 20 of the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers (**AIFM Directive**), which is transposed into Luxembourg legislation by Article 18(1)(f) of the amended Law of 12 July 2013 on alternative investment fund managers (**AIFM Law**).

Disclosure to investors

122. At all material times, with respect to the Nova Sub-Fund, CSFM was required to:

a. make available to investors a description of the type of assets in which the sub-fund may invest, the techniques it may employ and all associated risks, and any applicable investment restrictions (as well as any material changes to such matters); and/or

b. make available to investors a description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors.

Particulars

Article 21(1)(a) and (i) of the AIFM Law.

General principles and organisational requirements

123. At all material times, with respect to the Nova Sub-Fund, CSFM was required to:

a. act with due skill, care and diligence in conducting its activities;

b. act in the best interests of the Nova Parent or investors;

c. have and employ effectively the resources and procedures that were necessary for the proper performance of its business activities; and/or

d. use, at all times, adequate and appropriate human and technical resources that were necessary for the proper management of the fund.

Particulars

Articles 11(1)(a) to (c) and 16 of the AIFM Law, Article 60(2)(e) of the CDR 231/2013, supplementing Articles 12 and 18 of the AIFM Directive which are transposed into Luxembourg legislation by Articles 11 and 16 of the AIFM Law, as well as Article 17(2) of the CDR 231/2013, supplementing Article 12(1) of the AIFM Directive which is transposed into Luxembourg legislation by Article 11(1) of the AIFM Law.

Implementation of adequate risk management systems

124. At all material times, with respect to the Nova Sub-Fund, CSFM was required to:

a. implement adequate risk management systems in order to identify, measure, manage and monitor appropriately all risks relevant to the investment strategy and to which the Nova Parent was or might be exposed; and/or

b. ensure that the risks associated with each investment position and their overall effect on the portfolio could be properly identified, measured, managed and monitored on an ongoing basis.

Particulars

Articles 14(2) and (3)(b) of the AIFM Law and Articles 39(1)(a), (d) and (e), 40(1), 40(2), 40(5), 41(1)(a), 41(2)(b) and (c), 41(3), 44(1), 44(2), 44(3), 45(1)(a) and 45(2) of the CDR 231/2013 supplementing Article 15

of the AIFM Directive which is transposed into Luxembourg legislation by Article 14 of the AIFM Law.

Employment of an appropriate liquidity management system

125. At all material times, with respect to the Nova Sub-Fund, CSFM was required to employ an appropriate liquidity management system and adopt procedures to enable it to monitor liquidity risk and ensure that the liquidity profile of the investments complied with underlying obligations.

Particulars

Article 15(1) of the AIFM Law, and Article 47(1)(d) of the CDR 231/2013 supplementing Article 16 of the AIFM Directive which is transposed into Luxembourg legislation by Article 15 of the AIFM Law.

Preferential treatment and management of conflicts of interest

126. At all material times, with respect to the Nova Sub-Fund, CSFM was required to:

a. ensure that no investor obtained preferential treatment, unless such preferential treatment was disclosed;

b. take all reasonable steps to avoid conflicts of interest and, when they could not be avoided, to identify, manage and monitor and, where applicable, disclose those conflicts of interest in order to prevent them from adversely affecting the interests of the Nova Parent and investors;

c. maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the Nova Parent and investors; and/or

d. where organisational arrangements made by CSFM to identify, prevent, manage and monitor conflicts of interest were not sufficient to ensure, with reasonable confidence, that risks of damage to investors' interests will be prevented, clearly disclose the general nature or sources of conflicts of interest to the investors before undertaking business on their behalf, and develop appropriate policies and procedures.

Particulars

Articles 11(1) last sub-paragraph, 11(1)(d), 13(1) second sub-paragraph and 13(2) of the AIFM Law, and Article 35(1) of the CDR 231/2013, supplementing Article 14 of the AIFM Directive which is transposed into Luxembourg legislation by Article 13 of the AIFM Law.

Valuation of assets

127. At all material times, with respect to the Nova Sub-Fund, CSFM was:

a. required to ensure that appropriate and consistent procedures were established so that a proper and independent valuation of the assets could be performed;

b. required to perform the valuation impartially and with all due skill, care and diligence; and

c. responsible for the proper valuation of assets, the calculation of the net asset value and the publication of that net asset value.

Particulars

Article 67(1) and (2) of the CDR 231/2013, supplementing Article 19 of the AIFM Directive, which is transposed into Luxembourg legislation by Article 17(1) of the AIFM Law.

Article 71(1) and (3) of the CDR 231/2013, supplementing Article 19 of the AIFM Directive, which is transposed into Luxembourg legislation by Article 17(8) and (10) of the AIFM Law.

Article 60(2)(c) of the CDR 231/2013, supplementing Articles 12 and 18 of the AIFM Directive which are transposed into Luxembourg legislation by Articles 11 and 16 of the AIFM Law.

Best execution

127A. As all material times, with respect to the Nova Sub-Fund, CSFM was:

a. required to act in the best interests of the sub-fund or the investors in the sub-funds it manages when executing decisions to deal on behalf of the sub-fund in the context of the management of the portfolio;

b. whenever it bought or sold financial instruments or other assets for which best execution was relevant, and for the purposes of sub-paragraph (a) above, required to take all reasonable steps to obtain the best possible result for the sub-fund or investors in the sub-fund, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order;

c. required to establish and implement effective arrangements for complying with the obligations referred to in sub-paragraphs (a) and (b), and in particular, required to establish in writing and implement an execution policy to allow the sub-fund and its investors to obtain, for sub-fund orders, the best possible result in accordance with sub-paragraph (b);

d. required to monitor on a regular basis the effectiveness of its arrangements and policy for the execution of orders with a view to identifying and, where appropriate, correcting any deficiencies;

e. required to review its execution policy on an annual basis, and also carry out a review whenever a material change occurred that affected its ability to continue to obtain the best possible result for the sub-funds.

Particulars

Article 27 of CDR 231/2013, supplementing Articles 12 and 15 of the AIFM Directive which are transposed into Luxembourg legislation by Articles 11 and 14 of the AIFM Law.

F3 The Portfolio Management Agreement – the Nova Sub-Fund

128. The Portfolio Management Agreement applied to services provided with respect to the Nova Sub-Fund.

129. By the Portfolio Management Agreement:

a. CSFM appointed CSAM as Portfolio Manager to render portfolio management services and to invest or reinvest the assets of the Nova Sub-Fund on a fully discretionary basis, subject to investment guidelines as communicated by CSFM;

b. CSFM authorised CSAM to effect, in relation to the Nova Sub-Fund, any transactions pertaining to the Sub-Fund's investment portfolio;

c. CSAM accepted its appointment by CSFM with respect to the Nova Sub-Fund and the obligations set out in the agreement; and

d. CSAM was required to perform its services under the Portfolio Management Agreement with respect to the Nova Sub-Fund under the supervision and responsibility of the Board of Directors of CSFM.

Particulars

Clause 1.

129A. With respect to the Nova Sub-Fund, CSFM was a party to the Portfolio Management Agreement in its capacity as AIFM.

130. It was a term of the Portfolio Management Agreement that CSAM must:

a. act strictly in accordance with the legal and regulatory requirements applicable to the Nova Sub-Fund and CSFM; and

b. act in accordance with applicable laws and regulations in exercising its mandate with respect to the Nova Sub-Fund.

Particulars

Article 2.1. See also Article 3.1

131. It was a term of the Portfolio Management Agreement that CSAM must act strictly in accordance with investment policies and applicable restrictions on investments set out in the prospectus / private placement memorandum ("Offering Document") of the Nova Sub-Fund as periodically reviewed by the Nova Sub-Fund and CSFM, and the current internal guidelines for the Nova Sub-Fund.

Particulars

Article 2.1. See also Article 3.1

132. It was a term of the Portfolio Management Agreement that CSAM was required to exercise its mandate with respect to the Nova Sub-Fund with the due care customary to the profession.

Particulars

Article 3.1.

133. It was a term of the Portfolio Management Agreement that:

a. CSAM was required to constantly monitor the Nova Sub-Fund's assets in accordance with Article 2.1;

Particulars

Article 3.6.

b. CSAM was required to ensure a high level of diligence in the selection and ongoing monitoring of investments in the best interests of the Nova Parent and the Nova Sub-Fund and the integrity of the market;

Particulars

Article 4.12.

c. CSAM had implemented written policies and procedures on due diligence as well as effective arrangements for ensuring that investment decisions were carried out in compliance with the investment objective and investment policy of the Nova Sub-Fund, taking into consideration and adhering to applicable risk limits;

Particulars

Article 4.12.

d. that risk management activities (including with respect to the Nova Sub-Fund) needed to be performed reliably, professionally and effectively and CSAM

undertook to establish, together with CSFM, methods to ensure the ongoing assessment of the standards of performance to ensure compliance thereof;

Particulars

Article 4.12.

e. CSAM undertook to have in place and apply a best execution policy to ensure that all reasonable steps were taken to seek to obtain the best possible result for the Nova Parent, Nova Sub-Fund and investors, when providing CSFM with portfolio management services under the agreement, taking into account the price, cost, speed, likelihood of execution and settlement, order size and nature, or any other consideration relevant to the execution of the order;

Particulars

Article 4.10, Article 4.13.

f. in the event CSAM was permitted by CSFM to delegate any services with respect to the Nova Sub-Fund to a third party, CSAM was responsible to ensure that the third party complies with the best execution principles outlined in Article 4.13;

Particulars

Article 4.13.

g. CSAM had adopted adequate and effective arrangements, processes and techniques to measure and manage risks relating to the investments of the Nova Sub-Fund and ensure compliance with legal and regulatory requirements.

Particulars

Article 4.14.

133A. Marsh repeats paragraph 106A above.

F4 Duties of CSAM with respect to the Nova Sub-Fund under Luxembourg and Swiss law

133B. At all material times, with respect to the Nova Sub-Fund, where CSAM caused damage to the Nova Parent by its negligence, it was liable to the Nova Parent.

Particulars

Articles 1382 and 1383 of the Civil Code of the Grand-Duchy of Luxembourg.

133C. At all material times, with respect to the Nova Sub-Fund, where CSAM was performing obligations under the Portfolio Management Agreement:

a. it had a duty of care in the performance of those obligations; and

b. it was liable for the diligent and faithful performance of the business entrusted to it.

Particulars

Article 398(1) and (2) of the Swiss Code of Obligations.

134. At all material times, with respect to the Nova Sub-Fund, CSAM:

a. was required to have an appropriate organisational structure to ensure compliance with legal obligations;

Particulars

Article 14(1)(c) of the CISA.

b. had a duty of loyalty, which required it to act independently and exclusively in the interests of investors;

Particulars

Article 20(1)(a) of the CISA.

c. had a duty of due diligence, which required it to implement the organisational measures necessary for proper management;

Particulars

Article 20(1)(b) of the CISA.

ca. had a duty to provide information, which required it to act with transparency, to provide appropriate financial information and disclose all charges and fees to investors and to notify investors of any compensation received in the form of commissions, brokerage fees and other soft commissions in a full, truthful and comprehensible manner;

Particulars

Article 20(1)(c) of the CISA.

d. was required to take all necessary precautions to ensure that all duties in relation to its business activities were performed properly;

Particulars

Article 20(3) of the CISA.

e. was required to ensure that it had proper and appropriate risk management, an internal control system and compliance covering its business activities;

Particulars

Article 12a(1) of the CISO.

ea. was required to ensure the proper conduct of portfolio and risk management;

Particulars

Article 18a(1) of the CISA.

eb. was required to ensure it had proper and appropriate risk management, an internal control system (ICS) and compliance covering its entire business;

Particulars

Article 12a(1) of the CISO.

f. was required to organise its risk management in such a way that all material risks could be adequately identified, assessed, controlled and monitored;

Particulars

Article 12a(2) of the CISO.

fa. was required to separate the functions of risk management, ICS and compliance in functional and hierarchical terms from the operating units, in particular from the investment decisions function:

Particulars

Article 12a(3) of the CISO; Article 41(3) of the FinIO.

g. was required to take effective organisational and administrative measures to identify, prevent, settle and monitor conflicts of interest in order to prevent the latter from harming the interests of the investors, and where conflicts of interest could not be avoided, disclose those conflicts to investors;

Particulars

Article 32b of the CISO.

h. was required to establish appropriate corporate management rules and be organised in such a way that it can fulfil its statutory duties, and/or identify, measure, control and monitor its risks, including legal and reputational risks, and organise effective internal controls;

Particulars

Article 9 of the FinIA.

i. was required to have an appropriately defined risk management system in place as well as an effective internal control structure to ensure, among other requirements, compliance with legal and internal provisions;

Particulars

Article 21(1) of FinIA.

j. was required to organise its risk management in such a way that all the main risks could be identified, assessed, controlled and monitored;

Article 12(4) of the FinIO.

k. was required to have an appropriately defined risk management system in place as well as an effective internal control structure to ensure compliance with legal and internal provisions; and, or alternatively

Particulars

Article 41(1) of the FinIO

l. was required to take appropriate organisational measures to prevent conflicts of interest that could arise through the provision of financial services or any disadvantages for clients as a result of conflicts of interest, and if disadvantages for clients cannot be excluded, that possibility was required to be disclosed to them;

Particulars

Article 25(1) and (2) of the FinSA.

134A. At all material times, to the extent CSAM breached a provision of the CISA, the FinSA, or the FinIA with respect to the Nova Sub-Fund causing losses to the Nova Parent, it was liable to pay compensation to the Nova Parent.

Particulars

By operation of Article 145 and Articles 41 and 55 of the Swiss Code of Obligations, and Article 146 and Articles 50 and 51 of the Swiss Code of Obligations.

G DUE DILIGENCE AND PRODUCT DEVELOPMENT FAILURES AT THE LAUNCH OF THE SUB-FUNDS

G1 Failures in due diligence at or about the launch of the Virtuoso Sub-Fund

135. In about January 2017, CSAM (and, or in the alternative, CSFM) decided that it would perform a “light” due diligence process on Greensill.

Particulars

(i) CSFM formed an initial view that it was not required to perform any due diligence on Greensill, because it considered that it would be a noteholder

with no direct link to Greensill: email from Ms Egelhof to Mr Reiter (of CSFM), copying Pascal Piech (of CSFM) dated 11 January 2017: CSA.5000.0002.0123.

(ii) In response to this initial view, the compliance team with CSFM stated to the effect that due diligence ought to be performed on Greensill and the investment structure underlying the notes: email from Mr Reiter to Ms Egelhof, copying Mr Piech dated 13 January 2017 at CSA.5000.0002.0123.

(iii) CSAM (and, or in the alternative, CSFM) then formed the view that potentially it would need to run a "light" due diligence on Greensill: email from Mr Mossdorf to Mr Mathys, Mr Hehenkamp and Mr Lukas Haas (of CSAM) on 20 January 2017: CSA.5000.0003.0079.

(iv) Further particulars may be provided following evidence and disclosure.

136. In about March 2017:

a. a decision was made by representatives of Credit Suisse (including CSAM and/or CSFM) that the proposed Virtuoso Sub-Fund was not required to be subject to its "New Business" approval processes because they considered there were no new significant types of risks or issues associated with it; and

b. the Virtuoso Sub-Fund was instead approved as "Business As Usual".

Particulars

See CSA.5000.0002.0290, CSA.5000.0002.1040, CSA.7000.0003.1810, CSA.7000.0003.1502.

The decision was made by Credit Suisse representatives sitting on its New Product Board. A New Product Board Memorandum with respect to the Virtuoso Sub-Fund is at CSA.5000.0002.0370.

Further particulars may be provided following evidence and disclosure.

137. On about 11 April 2017, representatives of the Credit Suisse Group (including CSAM and/or CSFM) received a memorandum prepared by Linklaters.

Particulars

At this stage, only a fully redacted version of the memorandum itself has been discovered by UBS. Further particulars may be provided following evidence and disclosure.

138. From about mid-April 2017 until about 5 May 2017, Greensill completed a table, with assistance from representatives of CSFM and/or CSAM, which was styled as a "Due Diligence Questionnaire" for the Virtuoso Sub-Fund.

Particulars

See, for example, CSA.5000.0003.0184 attaching CSA.5000.0003.0185, CSA.5000.0003.0186; CSA.5000.0003.0190 attaching CSA.5000.0003.0191, CSA.5000.0003.0192, CSA.5000.0003.0193; CSA.5000.0002.0401 attaching CSA.5000.0002.0402, CSA.5000.0002.0403, CSA.5000.0002.0404, CSA.5000.0002.0405. The Due Diligence Questionnaire was signed by Ludwig Sels of Greensill: CSA.5000.0001.1091.

See also written ruling of FINMA dated 9 December 2022 in Credit Suisse matters concerning Greensill Supply Chain Finance Funds (**FINMA Ruling**): CSA.0001.0011.7753 at 0013 ([30]).

139. In the premises pleaded at paragraphs 16 to 52, 68 to 70 and 135 to 138, and to the extent CSAM (and, or in the alternative, CSFM) performed due diligence at about the time when the Virtuoso Sub-Fund was launched or shortly thereafter:

a. there was no documented guidance or rule at CSAM and/or CSFM as to the level of due diligence which was required prior to investments with Greensill;

b. the due diligence was not conducted until after the Offering Memoranda had been issued to investors;

c. the due diligence was not completed before the April 2017 Virtuoso Warehousing Letter was agreed;

ca. the due diligence was not completed before the New Product Board considered the Virtuoso Sub-Fund;

d. the due diligence was not completed before the Virtuoso Sub-Fund had been launched;

e. the due diligence was not completed before the Virtuoso Sub-Fund had already started to acquire notes;

f. the due diligence which was performed was "light"; and

g. the due diligence which was performed was inadequate.

Particulars

The due diligence review was limited to Greensill completing an 18-page questionnaire and answering a few clarification questions. Among other

things, the bank did not question any information regarding insurance cover, there were no references to defaulted debtors, and there were no findings or enquiries regarding Greensill's answers to questions.

The due diligence which was performed was inadequate having regard to:

i. the fact that this was the first occasion where Greensill and Credit Suisse entities had developed a fund together, where the opportunity for the sub-fund and the proposed investment structure originated with Greensill;

ii. the fact that supply chain finance was an investment type with which Credit Suisse's Luxembourg-based funds, CSFM and CSAM did not have previous experience;

iii. the novel investment structure developed for the sub-fund, pursuant to which, *inter alia*, CSAM was not to exercise any discretionary investment management powers in its role as Portfolio Manager, and it was not proposed that Greensill or Lagoon Park would perform its own due diligence on relevant obligors (as described, at that stage, in the Lagoon Park Base Memorandum);

iv. the level of control which it was proposed Greensill would have in the investment structure, including locating debtors, acquiring receivables; assigning payment obligations into special purpose vehicles, securitising the payment obligations, monitoring debtors, selecting insurers and negotiation of insurance;

iva. ~~(iva)~~ the level of control which it was proposed Greensill would have across the investment structure, and the reliance on only Greensill to perform nearly every facet of the investment process, meant that investors would be exposed if Greensill itself came under financial stress or collapsed;

v. the fact that the Virtuoso Sub-Fund investment structure was to be highly complex, using several special purpose vehicles for the securitisation of debt securities with links to various foreign obligors and legal systems;

vi. the approach which was to be adopted to the use of insurance by the funds, which had not been adopted previously;

vii. the fact that the investment structure had the risks set out in the March 2017 Offering Memorandum as set out at paragraphs 40 and

42 above, including the risks to the sub-fund arising from concentration of issuer, the credit risk of obligors, concentration of obligors, and/or insurance not paying on time or in full;

viii. the nature of Greensill's business, including:

i. the primary sources of trade receivables acquired by (or likely to be acquired in the future by) Greensill (such as entities linked to Mr Gupta);

ii. its managers;

iii. key investors in Greensill and its sources of funding;

iv. the links between GAM and Greensill, and between Mr Solo and Greensill;

ix. the due diligence did not extend to a credit analysis of the financial position of entities within GCUK or other entities within the Greensill group;

x. the fact that CSAM and/or CSFM were informed in the Due Diligence Questionnaire that Greensill did not have its own firm wide risk management system because it was a small, unregulated firm which as part of its growth had concentrated on getting its business up and running: see CSA.5000.0001.1091 at p 0013;

xi. the due diligence did not extend to an analysis of the indemnity proffered by GCUK, including the value of that indemnity having regard to GCUK's financial position and its capital base, and the reasons why GCUK in the position of finance intermediary would be prepared to offer such an indemnity (e.g. see the indemnity at CSA.5000.0001.0041).

The due diligence was also inadequate having regard to:

xii. the unregulated nature of Greensill Capital (other than to the extent it was regulated from an AML perspective);

xiii. the policies which were under development (e.g. remuneration, internal audit) or absent (e.g. conflicts of interest); and

xiv. indications from Greensill that "the Group Wide Risk Management process is run from our German Bank", and "risks are covered in the [Greensill] Bank's Group Wide Risk Management Process (which we are not at liberty to disclose due to confidentiality

restrictions) which covers all relevant risks that Greensill faces on a daily basis": CSA.5000.0004.8489.

See also ~~draft~~ report by "Mazars" (a Luxembourg firm specialising in audit, accountancy, advisory, and tax services, which was engaged by the CSSF following the collapse of Greensill) (**Final Mazars Report**) at p 12 (CSA.0001.0012.0569).

See also FINMA Ruling: CSA.0001.0011.7753 at 0013 ([30]); Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [30]-[33].

See the Deloitte Report at [3.2.3]-[3.2.4], [3.3.1], [3.16.1], [6.3.5], [6.6.1], [6.6.5]-[6.6.7], [6.7.1]-[6.7.3].

Further and better particulars may be provided following evidence and disclosure.

G1A Failures in product development and approval for the launch of the Virtuoso Sub-Fund

140. Further or in the alternative:

a. in about February 2017, representatives of the Credit Suisse Group (including CSAM and/or CSFM) concluded that the Virtuoso Sub-Fund was not required to be subjected to its "New Business" approval processes, because they considered there were no new significant risks or issues associated with it; and

b. the Virtuoso Sub-Fund should have been subjected to Credit Suisse's "New Business" approval processes because there were new significant types of risks or issues associated with it.

Particulars

The matters described in the particulars to paragraph 139 are repeated.

See further FINMA Ruling: CSA.0001.0011.7753 at 0063 ([187]-[190]); Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [30]-[33].

See the Deloitte Report at [3.2.3]-[3.2.4], [3.3.1], [3.16.1], [6.3.5], [6.6.1], [6.6.5]-[6.6.7], [6.7.1]-[6.7.3].

Further particulars may be provided following evidence and disclosure.

141. Further or in the alternative, the Virtuoso Sub-Fund was subjected to a flawed "New Product" process prior to its launch.

Particulars

The matters described in the particulars to paragraph 140~~139~~ are repeated.

There was, *inter alia*, no in depth discussion of the novel insurance concept and the special investment process proposed for the Virtuoso Sub-Fund. Further, at the meeting of the New Product Board that agreed to the launch of the Virtuoso Sub-Fund, more than half of its members were absent, including Mr Degen and Mr Mathys, as sponsors of the new fund. See further FINMA Ruling: CSA.0001.0011.7753 at 0012, 0013 and 0063 ([27]-[29], [187]-[194]).

Further, CSFM failed to identify and assess all significant risks relating to the activities and operations for the sub-funds, and its approval processes did not allow for an adequate coverage and mitigation of the risks relating to the activities of the Virtuoso Sub-Fund and an approval decision done on a fully knowledgeable basis. Further, risk management and compliance were only involved to a limited extent in the approval of the Virtuoso Sub-Fund: see Final Mazars Report under the heading "1.2 Workstream 2: Approval of new business relationships and new products" (CSA.0001.0012.0569).

Further particulars may be provided following evidence and disclosure.

141A. Further or in the alternative:

a. the Virtuoso Sub-Fund was not subject to a sufficiently detailed and rigorous product development and approval process prior to the launch of the sub-fund; and

b. the Virtuoso Sub-Fund should have been subject to a detailed and rigorous product development and approval process prior to the launch of the sub-fund.

Particulars

The matters described in the particulars to paragraph 141 are repeated.

Further particulars will be provided following expert evidence.

141B. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Virtuoso Sub-Fund, it would have identified conflicts of interests between Greensill and the sub-fund which were inherent in the design of the investment process for the Virtuoso Sub-Fund.

Particulars

The matters described in the particulars to paragraph 141 are repeated.

See the conflict described at [3.2.3]-[3.2.4] of the Deloitte Report.

Further particulars will be provided following expert evidence.

141C. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Virtuoso Sub-Fund, it would have identified the relationship between Greensill and Mr Gupta (and/or the entities associated with him), and acting reasonably, would not have agreed to any investment process where it had exposure to Mr Gupta.

Particulars

The matters described in the particulars to paragraph 141 are repeated.

See paragraphs 28 to 31 above.

141D. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Virtuoso Sub-Fund, it would never have entered into an investment process which was so reliant on Greensill and which gave it very little control or visibility over how investor funds were being used by Greensill.

Particulars

As to the reliance on Greensill, see the Deloitte Report at [3.2.1], [3.5.4], [6.29.1]-[6.29.2]. See also sections KC1 and KC2 below.

See interview by Walder Wyss and Deloitte of Mr Asche on 2 July 2021 (CSA.0001.0012.2845) at Q26: "there is absolutely no credit analysis… this should have been addressed in the design of the product".

The matters described in the particulars to paragraph 141 are repeated.

Further particulars may be provided following expert evidence.

141E. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Virtuoso Sub-Fund, that process would have resulted in the Virtuoso Sub-Fund not being launched at all, or alternatively being launched with a fundamentally different investment process.

Particulars

The matters described in paragraphs 140 to 141D are repeated.

Further particulars will be provided following expert evidence.

G2 Failures in due diligence at or about the launch of the Nova Sub-Fund

142. In the premises pleaded in paragraphs 16 to 37, 53 to 79 and 135 to 141E above, prior to or at about the time of the launch of the Nova Sub-Fund, CSAM (and, or alternatively, CSFM):

a. failed to perform adequate due diligence work on Greensill or the proposed investment structure for the acquisition of notes by the Nova Sub-Fund; and

b. relied upon the inadequate due diligence work which had previously been performed with respect to the Virtuoso Sub-Fund.

Particulars

The due diligence that was performed did not adequately take into account that this sub-fund was proposing a different approach to investments, as pleaded at paragraph 54 above (including the new significant risk involved with the introduction of multi-obligor notes, which did not form part of the Virtuoso Sub-Fund). It also did not take into account the inadequacies of the previous due diligence into the Virtuoso Sub-Fund upon which it relied, which are particularised at paragraph 139 above. Instead, Anthony Van Wijngaarden indicated in an email dated 19 January 2018 that: "*I am willing to waive the liability assessment for the second supply chain finance fund for the purpose of the issuance of the Risk Confirmation Letter*" because (*inter alia*) "*The notes are similar in nature in terms of how the existing liquidity model (Excel based) compared to the notes we already have in the first supply chain fund (i.e. will be treated as money market like, hence fully liquid)*" (CSA.5000.0004.8500). Further particulars may be provided following evidence and disclosure.

G3 Failures in product development and approval for the launch of the Nova Sub-Fund

143. Further or in the alternative:

a. by about early March 2018, representatives of the Credit Suisse Group (including CSAM and/or CSFM) concluded that the Nova Sub-Fund was not required to be subjected to its "New Business" approval processes, because they considered there were no new significant risks or issues arising with respect to the Nova Sub-Fund as compared with the Virtuoso Sub-Fund; and

Particulars

See note by Mr Mossdorf dated 22 February 2018: CSA.5000.0003.0739. Further particulars may be provided following evidence and disclosure.

b. the Nova Sub-Fund should have been subjected to Credit Suisse's "New Business" approval processes in circumstances where there were new significant types of risks or issues associated with the Nova Sub-Fund.

Particulars

The matters set out in the particulars to paragraphs 140 and 142 are repeated.

See the Deloitte Report at [3.2.3]-[3.2.4], [3.3.1], [3.16.1], [6.3.5], [6.6.1]-[6.6.3], [6.6.5]-[6.6.7], [6.7.1]-[6.7.3].

Further particulars may be provided following evidence and disclosure.

144. Further or in the alternative, the Nova Sub-Fund was subjected to a flawed "New Product" process prior to its launch.

Particulars

The matters set out in the particulars to paragraph ~~142~~ 143 are repeated.

Further, CSFM failed to identify and assess all significant risks relating to the activities and operations for the sub-funds, and its approval processes did not allow for an adequate coverage and mitigation of the risks relating to the activities of the Nova Sub-Fund and an approval decision done on a fully knowledgeable basis. Further, risk management and compliance were only involved to a limited extent in the approval of the Nova Sub-Fund: see Final Mazars Report under the heading "1.2 Workstream 2: Approval of new business relationships and new products" (CSA.0001.0012.0569).

Further particulars may be provided following evidence and disclosure.

144A. Further or in the alternative:

a. the Nova Sub-Fund was not subject to a sufficiently detailed and rigorous product development and approval process prior to the launch of the sub-fund; and

b. the Nova Sub-Fund should have been subject to a detailed and rigorous product development and approval process prior to the launch of the sub-fund.

Particulars

The matters set out in the particulars to paragraph 144~~3~~ are repeated.

Further particulars will be provided following expert evidence.

144B. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Nova Sub-Fund, it would have identified conflicts of interests between Greensill and the sub-fund which were inherent in the design of the investment process for the Nova Sub-Fund.

Particulars

The matters set out in the particulars to paragraphs 141B and 144 are repeated.

Further particulars will be provided following expert evidence.

144C. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Nova Sub-Fund, it would have identified the relationship between Greensill and Mr Gupta (and/or the entities associated with him), and acting reasonably, would not have agreed to any investment process where it had exposure to Mr Gupta.

Particulars

~~See paragraphs 28 to 31 above~~The matters set out in the particulars to paragraphs 141C and 144 are repeated.

144D. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Nova Sub-Fund, it would never have entered into an investment process which was so reliant on Greensill and which gave it very little control or visibility over how investor funds were being used by Greensill.

Particulars

The matters described in the particulars to paragraphs 141D and 144 are repeated.

144E. Further or in the alternative, if CSAM (and/or CSFM) had conducted an adequate due diligence process and/or had conducted an adequate product development and approval process prior to the launch of the Nova Sub-Fund, that process would have resulted in the Nova Sub-Fund not being launched at all, or alternatively being launched with a fundamentally different investment process.

Particulars

The matters described in paragraphs 140 to 141E are repeated.

Further particulars will be provided following expert evidence.

GA HIGH CASH LEVELS

144F. By no later than March 2019, CSAM was aware that high cash levels in the supply chain finance funds was leading to underperformance.

Particulars

Email from Lukas Haas to Lex Greensill and Ludwig Sels (copied to Michel Degen, Luc Mathys and David Solo) dated 12 March 2019 (CSA.7000.0001.6991).

144G. By about April 2019, CSAM had held conversations with Greensill in which:

a. CSAM raised the usage and cash holdings in the supply chain finance funds due to the underperformance of the funds; and

b. Greensill promised CSAM to use a higher quota of the fund going forward.

Particulars

Email from Luc Mathys to Ashish Jain, Eleonore Dachicourt (AM Products for Non-Japan Asia) and Lukas Haas dated 3 April 2019 (CSA.5000.0002.2598).
Email from Lukas Haas to Luc Mathys dated 15 May 2019 (CSA.5000.0002.2598).

144H. In about June 2019, Credit Suisse had introduced a special subscription procedure, referred to as a 'soft-close', of the Virtuoso Sub-Fund.

Particulars

Document titled 'Supply Chain Finance Fund Newsletter' dated June 2019 (CSA.5000.0002.3011).

144I. On or about 14 August 2019, CSAM received a query from a potential investor about the elevated cash levels in the Nova Sub-Fund. CSAM responded that it had raised this issue with Greensill and that it was 'confident to close the gap'.

Particulars

Email from Lukas Haas to Ashish Jain (Credit Suisse), copying Luc Mathys and Michael Levin (Credit Suisse) dated 14 August 2019 (CSA.7000.0001.7940 at 0020).

See also email from Lukas Haas to Lex Greensill, Ludwig Sels, Ivan Jesensky, Brett Downes, Michel Degen and Adam Milenkovic dated 25 October 2019 with the subject 'FW: Greensill/CSAM Meeting- Follow up' (GCU.0005.0019.5012).

144J. In about November 2019, Credit Suisse:

a. was receiving questions and concerns from investors in the sub-funds due to underperformance and elevated cash levels in the sub-funds;

b. was seeking to increase the notes entering the sub-funds;

c. had lost two large clients of roughly USD 90 million and USD 80 million from the Virtuoso Sub-Fund; and

d. was expecting outflows due to the performance issues.

Particulars

(a) Email chain dated 11 to 12 November 2019 (GCU.0005.0019.5013):

a. Email from Mikael Rancic (Credit Suisse (Suisse) SA, Private & Corporate Clients) to Lukas Haas dated 11 November 2019.

b. Email from Luc Mathys to Lex Greensill and Michel Degen (copied to Lukas Haas and Ludwig Sels) dated 12 November 2019.

c. Email from Lukas Haas to Ludwig Sels (copied to Luc Mathys) dated 12 November 2019.

(b) Email from Lukas Haas to Ludwig Sels (copied to Lex Greensill and Luc Mathys) dated 26 November 2019 with the subject 'SCF Funds – Performance Issue' (GCU.0005.0019.5012, attaching GCU.0005.0019.5013 and GCU.0005.0019.5014).

144K. In Marchy 2020:

a. the Supply Chain Finance Funds had significant cash levels;

b. the 'reasonably good performance' of the funds was achieved 'in particular through 'over-compensation' on the part of Greensill'; and

c. CSAM had not seen a 'new "plain vanilla" buyer-confirmed SCF programme with significant volumes for a long time'.

Particulars

Email from Lukas Haas to Luc Mathys dated 53 Marchy 2020 (CSA.7000.0002.3775).

H ISSUES WITH ENTITIES ASSOCIATED WITH SANJEEV GUPTA

H1 Concerns about the exposure of the sub-funds to companies associated with Mr Gupta

Period from about 2017 to receipt of the Diligence Report in about November 2018

145. On and from precise dates not presently known to Marsh but shortly after the date of the respective launch of each sub-fund, CSAM, on behalf of the Virtuoso Sub-Fund and the Nova Sub-Fund, acquired notes backed by receivables associated with entities linked to Mr Gupta, through the warehouse facility structures which had been established with Greensill.

Particulars

Marsh notes that in this pleading, certain of the entities associated with Mr Gupta which are relevant to the facts in issue are referred to as "GFG" or "GFG Alliance". As described in the Deloitte Report at footnote 1, GFG (or the GFG Alliance) is a collection of global business that includes the Liberty Steel Group, Liberty House Group (collectively referred to as "Liberty"), Liberty OneSteel and SIMEC. It also includes Aluminium France Industries, Liberty Commodities Ltd, Liberty MDR Treasury Company UK Ltd (TCUK) and Speciality Steel UK Ltd (SSUK). Westford was also an entity associated with Mr Gupta, although for reasons presently unknown to Marsh, it does not appear to have been described as forming part of "GFG" or the "GFG Alliance".

145A. By no later than about 18 July 2017, a list of companies controlled by Mr Gupta had been included on a "Black List" for Commodity Trade Finance, which was circulated within at least the Commodity Trade Finance team with a direction that identified entries must not be a party or involved within future transactions (**Blacklist**).

Particulars

See CSA.7000.0003.1371 and CSA.7000.0003.1372. Marsh presently does not know the extent to which the Blacklist was circulated within the Credit Suisse Group. Further particulars may be provided following evidence and disclosure.

145B. From time to time, updated versions of the Blacklist were circulated within the Credit Suisse Group (and/or within the Commodity Trade Finance group), which showed:

a. by no later than about 9 August 2018, Mr Gupta had been added to the Blacklist in the capacity of "*member of management*";

b. by no later than about 28 November 2018, approximately 64 entries on the Blacklist were:

i. a Gupta or Liberty Group-related company;

ii. a person in a management position at a Liberty Group-related company; or

iii. Mr Gupta himself or a person related to Mr Gupta;

c. as at about 1 December 2020, that SIMEC (a Gupta-related company) remained on the Blacklist, having been considered in 2016 ~~/~~to have been involved in fraudulent bills of lading and suspicious transactions; and

d. several of the GFG-related entities on the Blacklist included comments identifying the relevant Gupta-related person or entity as being "*involved in fraudulent*" or "*suspicious*" bills of lading or having a "*very bad market reputation !!!*".

Particulars

Blacklist at CSA.7000.0003.1387, attached to email from Philippe Renevey to Konrad Wälti (Commodity Trade Finance, Credit Suisse) dated 21 December 2018: CSA.7000.0003.1386.

Email from Cédric Lefèvre (CTF Risk & Governance, Credit Suisse) to Philippe Clemencon (Head Trade Finance, SGA, Credit Suisse AG) and "DD SGA Management Meeting" Credit Suisse distribution list dated 1 December 2020: CSA.7000.0003.0262.

Marsh does not presently know the full extent to which updated versions of the Blacklist were circulated amongst the Credit Suisse Group. Further particulars may be provided following evidence and disclosure.

145C. By at least 26 September 2017, the Commodity Trade Finance team within the Credit Suisse Group was taking steps to cease relationships with companies having business relationships with the Liberty Group, for "risk reasons".

Particulars

Email from Herbert Plank (Credit Suisse Group AG, Corporate & Investment Banking, Trade Finance, SGA) to Denat Didier (Head of Corporate and Investment Banking) dated 17 September 2018: CSA.7000.0003.0237. ~~Marsh notes that the relevant email setting out a chronology of steps taken to cease relationships with Liberty has been redacted in part, purportedly on the basis of it containing client information under the laws of Switzerland. Further particulars may be provided following disclosure and evidence.~~

146. On a date presently unknown to Marsh, but by no later than about November 2017, representatives of the Credit Suisse Group became aware of allegations about the

conduct of entities associated with Mr Gupta with respect to the paperwork for shipments of various commodities.

Particulars

See the particulars to paragraph 147 below. See also the "Diligence" report described at paragraph 155 below: CSA.5000.0004.2144, which on page _0003 states "We also have indicated in a previous investigation from 2016 that Liberty House was engaged in a carousel fraud scheme, alongside the companies Ushdev International, Westford Trade Services, and Sea Horse Shipping". As far as Marsh is presently aware, UBS has not discovered documents recording the previous investigation from 2016. Further particulars may be provided following evidence and disclosure.

147. In about November 2017, representatives of the Credit Suisse Group raised concerns with Greensill about companies associated with Mr Gupta, and particularly the Liberty Group and other GFG Alliance companies.

Particulars

See CSA.5000.0003.0870; CSA.7000.0001.6941. The raising of these concerns is recorded in a report by Greensill on about 6 August 2018: see CSA.5000.0001.1644. Further particulars may be provided following evidence and disclosure.

148. In about February 2018, CSAM became aware that a potential EUR100 million investor in the Virtuoso Sub-Fund was unlikely to invest in it because that investor was not comfortable with the Liberty Group being inside the fund.

Particulars

See email chain involving (at various times) Mr Haas, Mr Mathys and Mr Degen on 7 and 8 February 2018: CSA.5000.0002.1020. Further particulars may be provided following disclosure and evidence.

149. At a time presently unknown to Marsh prior to April 2018, the Credit Suisse Group's Commodity Trade Finance team declined finance when Liberty Group was involved.

Particulars

See email from Gabriele Schabus dated 26 April 2018: CSA.5000.0003.0788 attaching CSA.5000.0003.0789, CSA.5000.0003.0790.

150. In about April 2018, a representative of Credit Suisse's compliance function:

a. raised that the Virtuoso Sub-Fund was invested in Liberty Group, with a stake of 3.1% at that time;

b. raised that according to research, the Liberty Group had a "questionable reputation";

c. raised that Credit Suisse's Commodity Trade Finance team had declined finance when Liberty Group was involved;

d. asked whether monitoring was in place to oversee positions such as the Liberty Group position in the Virtuoso Sub-Fund;

e. asked what steps CSAM would take to ensure the Virtuoso Sub-Fund was no longer invested in Liberty Group, and whether clients should be advised to invest in other supply chain investments; and

f. attached a series of emails from ICC Commercial Crime Services CRM which set out a number of allegations about Liberty Group and entities linked or potentially linked to it.

Particulars

See email from Gabriele Schabus dated 26 April 2018: CSA.5000.0003.0788 attaching CSA.5000.0003.0789, CSA.5000.0003.0790. As far as Marsh is aware, the materials discovered by UBS in these proceedings to date do not include any substantive response to Ms Schabus. Further and better particulars may be provided following disclosure.

150A. By no later than about September 2018, persons within the Credit Suisse Group suspected that companies controlled by Mr Gupta:

a. had engaged in transactions with Indian buyers under documentary collections, where at least one buyer had a stake in the customer entity, in circumstances thought to be suspicious and non-transparent;

b. had engaged in transactions with other Gupta-controlled companies, that were potentially indicative of undisclosed related-party transactions and/or pure financing transactions, and that:

i. such transactions often involved credit-insured invoices or were under a credit-insured documentary collection;

ii. although the commercial purpose of these transactions was pure financing, the deals were structured to appear to be physical transactions to mislead banks regarding insurance coverage.

Particulars

Email from Mr Wälti to Martina Ziltener dated 10 September 2018: CSA.7000.0003.1390. See also email from Michael Gemein to Mr Wälti dated 10 September 2018: CSA.7000.0003.1391.

Email from Michael Gemein to Mr Wälti dated 5 April 2018, forwarding email from crm-info@email.icc-ccs.org (ICC Commercial Crime Services) to Mr Gemein dated 8 December 2017: CSA.7000.0003.1393.

151. In about early September 2018, there were media reports:

a. that a portfolio manager at GAM, Timothy Haywood, had been suspended for, *inter alia*, conducting insufficient due diligence on investments;

b. which suggested that some of the insufficient due diligence by Mr Haywood related to investments linked to Mr Gupta, which investments had been facilitated by Greensill;

c. which suggested that GAM had financed Greensill with a loan of EUR 300 million.

Particulars

See article published on Bloomberg website on 10 September 2018: "GAM's Haywood Probe Is Said to Review Deals With Industrialist"; article published on Swiss finance news website on 11 September 2018: "GAM: Risk Management to Blame?" (MAR.0008.2000.0005).

See email from Mr Mathys to Mr Milenkovic (copied to Mr Degen) dated 10 September 2018 forwarding the Bloomberg article: CSA.5000.0008.3728.

The media reporting is summarised in an email from Mr Degen to Mr Mathys dated 12 September 2018: CSA.5000.0001.0187.

FINMA Ruling: CSA.0001.0011.7753 at 0010 ([22]).

152. In about early to mid-September 2018, in the context of the media reporting described in the preceding paragraph concerning issues at GAM with investments linked to Mr Gupta facilitated by Greensill, Credit Suisse and Greensill gave consideration to the exposure of the sub-funds to entities associated with Mr Gupta.

Particulars

See email chain involving (at various times) Mr Solo, Mr Mathys and Mr Degen from 11 September 2018 to 15 September 2018: CSA.5000.0001.0191. This email chain refers to a text message which as far as Marsh is aware, has not been discovered to date. The exposure to entities associated with Mr Gupta was recorded in this email chain as being about 6.27% to Liberty Onesteel MDR UK

Ltd, 4.17% to Liberty House Group Pte Ltd, 1.31% to Liberty Commodities Limited, and 9% to SIMEC Group Limited. Further particulars may be provided following evidence and disclosure.

152A. On or around 24 September 2018, representatives of the Credit Suisse Group received a media inquiry following a disclosure of the Sub-Funds in April 2018. The media inquiry concerned a reference in that disclosure to loans to projects managed by Mr Gupta who was a 'person of interest' and sought information from the Credit Suisse Group on how the loans worked. In the context of receiving the media inquiry, representatives of the Credit Suisse Group referred to several media reports concerning GAM and the suspension of Tim Haywood, a fund manager at GAM who was suspended after GAM conducted a review of 'alleged violations of internal procedures', which were partly relating to investments made in unlisted securities linked to companies controlled by Mr Gupta.

Particulars

Email from Sarah Mac Rory (Credit Suisse) to Anna-Josephine Sexton (Credit Suisse), copying James Quinn (Credit Suisse) and Will Bowen (Credit Suisse), dated 24 September 2018 (CSA.5000.0003.1113).

Credit Suisse Virtuoso SICAV – SIF Unaudited Semi-Annual Report at 30 April 2018 (CSA.5000.0002.1517)

152B. On or around 28 September 2018, the Credit Suisse Group received a follow up to the media inquiry referred to in paragraph 152A above. The inquiry identified that CSAM was one of the 'biggest backers' of Mr Gupta's projects through the sub-funds, and that the April disclosure identified four groups of notes backed by Mr Gupta companies, totalling 37.44% of net assets, exceeding the 30% restriction in the Virtuoso Sub-Fund's prospectus.

Particulars

Email from Thomas Beardsworth to Sebastian Kistner (Head Group Financial Communications, Credit Suisse Services AG), copying Luc Mathys, dated 28 September 2018 (CSA.7000.0001.6943).

152C. In early October 2018, the Credit Suisse Group, with input from CSAM, responded to the inquiry referred to in paragraph 152B above.

Particulars

Email chain between Luc Mathys, Lukas Haas, Michel Degen, Jos Hehenkamp, Sebastian Kistner and various other Credit Suisse

personnel, dated between 26 September 2018 and 5 October 2018 (CSA.7000.0001.6943 and CSA.5000.0002.1612).

152D. On or around 2 October 2018, CSAM emailed Greensill seeking confirmation as to whether they were aware of, and held any views on the settlement of proceedings in the High Court of Justice, Business and Property Courts of England and Wales (Commercial Court) (QBD)) commenced by AREO II S.à.r.l. concerning defaults under loan facility agreements by Liberty Commodities Limited, Liberty Commodities Group Pte Ltd and Mr Gupta.

Particulars

Email from Michel Degen to Lex Greensill and David Solo, copying Luc Mathys, dated 2 October 2018 (GCU.0004.0018.5458 attaching GCU.0004.0018.5459 and GCU.0004.0018.5460).

153. In about October 2018:

a. Credit Suisse's risk management team performed an analysis on its supply chain funds and came to the conclusion that it had to implement more strict investment guidelines in terms of issuer limits, both in terms of ultimate parent company obligor limits and multi-obligor program ultimate parent company supplier limits; and

b. CSAM indicated to Greensill that it proposed to implement limits into the current warehouse agreement.

Particulars

See email from Mr Mathys to Mr Greensill, copying Mr Degen, Mr Solo, Mr Sels and Mr Haas dated 22 October 2018: CSA.5000.0003.1280. As far as Marsh is presently aware, documents recording the analysis by Credit Suisse's risk management team referred to by Mr Mathys in this email have not been discovered to date.

The email also proposed maximum insurance concentration limits. This is addressed further below at paragraph 184.

Further particulars may be provided following evidence and disclosure.

153AA. On about 8 October 2018, GCUK, and subsequently, CSAM became aware that Liberty was in 'late stage' discussion with Credit Suisse with respect to an IPO for their US assets, Georgetown, Keystone and Bet<u>a</u>seteel totalling $1.5 billion, and that Credit Suisse were meeting with Jay Hambro, Mr Gupta's principal deputy the following Monday to confirm terms.

Particulars

That CSAM became aware of these discussions between Liberty and Credit Suisse can be inferred from an internal email between Lex Greensill and David Solo in which Lex Greensill suggested that could be 'back-channel[led] to Michel [Degen]' (GCU.0013.0003.8745).

153A. In about November and December 2018, versions of an internal note were circulated within Credit Suisse, including to representatives of CSAM, setting out exposures to companies controlled by Mr Gupta (referred to as Liberty Group companies) and concerns with the Liberty Group, in the context of the Virtuoso Sub-Fund's exposures to the Liberty Group.

Particulars:

Email from Gabriele Schabus dated 8 November 2018 and attached note: CSA.7000.0003.0208 and CSA.7000.0003.0209. See also due diligence presentation by GCUK titled "Liberty Group: Commodity Trading and Shipping Practices" dated 6 August 2018, attached to the 8 November 2018 email of Gabriele Schabus: CSA.7000.0003.0210.

Email from Mr Mathys to Mr Degen dated 11 December 2018, attaching a later version of the above note: CSA.7000.0002.2660 and CSA.7000.0002.2661.

The internal note identified that relevant Credit Suisse stakeholders included Mr Haas, Mr Mathys, Gabriele Wyss, Kathrin Isch, Miroslav Lunter and Adam Milenkovic of CSAM.

Further particulars may be provided following evidence and disclosure.

153B. On about 30 November 2018, CSAM (and/or other entities within the Credit Suisse Group) received an anonymous email which referred to concerns relating to:

a. Credit Suisse using Greensill Capital as a partner;

b. the degree of discretion over Credit Suisse's clients' money which Greensill appeared to have;

c. the relationship between GAM and Greensill; and

d. the large proportion of the Virtuoso Sub-Fund and Nova Sub-Fund funds allocated to Liberty House Group companies by Greensill.

Particulars

Anonymous email dated 30 November 2018 forwarded to Mr Mathys, Mr Haas and Mr Degen: CSA.5000.0006.0908. Email from Mr Degen to Mr

Greensill dated 30 November 2018 forwarding the anonymous email: GCU.0009.0006.2131. FINMA Ruling: CSA.0001.0011.7753 at 0025 ([61]).

153C. CSAM (and/or CSFM) did not attempt to investigate the allegations raised in the anonymous email pleaded at paragraph 153B above.

Particulars

See Deloitte Report at [6.37.2].

154. As at about the end of November 2018:

a. CSAM (and/or other entities within the Credit Suisse Group) were receiving an increasing number of requests about the exposure of the sub-funds to entities associated with Mr Gupta, in the context of media reporting regarding Liberty House failing to meet commitments to lenders; and

b. CSAM discussed these concerns internally and raised these concerns with Greensill, and *inter alia*, sought to reach agreement with Greensill about investment limits.

Particulars

See email chain on 29 and 30 November 2018 involving Mr Mathys, Mr Greensill, Mr Solo, Mr Degen, Mr Haas and Mr Sels: CSA.5000.0003.1442.

Email correspondence dated 29 November 2018 to 2 December 2018 between Meiliang Wu, Adam Milenkovic, Michel Degen and later Lukas Haas and Luc Mathys: CSA.5000.0008.3092.

Receipt of the "Diligence" report by Credit Suisse

155. In about late November 2018, the Credit Suisse Group (including representatives of CSAM and/or CSFM) received a due diligence report prepared by "Diligence" into Mr Gupta and entities associated with him, which report:

a. raised various concerns and allegations about Mr Gupta and entities associated with him, including to the effect that:

i. while the GFG Alliance had declared itself independent in shareholding, Diligence had identified related party transactions between entities of the GFG Alliance, and Mr Gupta had a long history of conducting undeclared related party transactions and of using a set of companies to front for him and for the commodities part of the Liberty Group;

ii. there was evidence to suggest that Mr Gupta, the Liberty House Group and related companies had recently been involved in civil litigation in India relating to the Insolvency and Bankruptcy Code, and that in November 2018, the Group had missed the deadline to pay local lenders of an auto components company and a specialised steel maker, which failure could bar the Group from proceedings to purchase other assets in India, jeopardising its strategy for the country;

iii. at some point, Indian bankers had suspected Liberty to be a front for the promoters of defaulting firms;

iv. there was evidence to suggest that Liberty House was engaged in carousel scheme fraud;

v. the rapid expansion of the Liberty House Group, as well as the opacity of the GFG network, raised concerns about how Mr Gupta was able to fund so many deals, and sources had confirmed that the Group was funded with debts via underlying assets financed by the financial services groups Wyelands and Greensill;

vi. Greensill had financed USD 2.8 billion to Mr Gupta's companies, as well as being the middleman between Mr Gupta and GAM, while Greensill was already financed almost entirely by GAM at the end of 2017; and

vii. Liberty's funding raised concerns after it had been recently mentioned in a negative and/or a controversial context in online sources due to its relationship with Greensill; Mr Haywood, the leading fund manager of GAM, was suspended reportedly for insufficient due diligence on investments related to the Liberty House Group; and since then GAM had been liquidating nine of Mr Haywood's funds (which included~~ing~~ EUR 254 million of Liberty Industries PPA Ltd notes in Luxembourg, as well as other Cayman Islands-based funds which did not disclose financial information);

b. included a separate section setting out allegations that Liberty and Mr Gupta had engaged in fraudulent practices, including but not limited to fake bills of lading, undeclared related parties' transactions, carousel of funds, and undeclared use of proxy companies; and

c. expressed the view that Liberty posed a high financial risk and a moderate reputational risk.

Particulars

Email from Aris Stampfli to Mr Plank and Mr Wälti regarding "External Due Diligence – RfP" dated 20 November 2018: CSA.7000.0003.0244.

Email from Mr Plank to Erwin Grob dated 23 November 2018: CSA.7000.0003.0206.

Email from Luc Mathys to Michel Degen dated 7 December 2018: CSA.5000.0002.1857.

See Hans-Christoph Voges interview with Wenger Plattner dated 28 March 2022 at [49]-[49.1] (CSA.5000.0008.3316).

See Michel Ruffieux interview with Wenger Plattner dated 10 September 2021 at [30]-[31] (CSA.5000.0008.3323).

Document entitled "Liberty House Group, Sanjeev Gupta" dated 22 November 2018: CSA.5000.0004.2144. It is presently unclear, from the material which has been discovered by UBS, when and how this due diligence report by Diligence was commissioned. See also FINMA Ruling: CSA.0001.0011.7753 at 0025 – 0026 ([62]-[64]). Further and better particulars may be provided following evidence and disclosure.

Period from receipt of the Diligence Report in about November 2018 to decision to reduce exposure to entities associated with Mr Gupta in about January 2019

155A. In response to the Diligence report, Credit Suisse's Commodity Trade Finance group formed the view that, at least, Credit Suisse's Commodity Trade Finance group should exit its relationship with the Liberty House Group.

Particulars

Emails between Mr Wälti and Hamdi Arman (Commodity Trade Finance Geneva, Credit Suisse) dated 21 November 2018: CSA.7000.0003.0240.

155AB. On or about 28 November 2018, CSAM first started accepting notes offered by Greensill under the Liberty Commodities Multi-Obligor facility on behalf of the Virtuoso Sub-Fund.

Particulars

Email from Mr Mathys to Mr Greensill dated 25 November 2018: CSA.5000.0001.0259.

Custody account entry advice dated 28 November 2018: CSA.0002.0001.4084.

Email from Mr Mathys to Mr Greensill dated 28 November 2018: CSA.5000.0001.0262.

155B. Between about 29 November 2018 and 30 November 2018, CSAM exchanged emails with Greensill regarding the increasing number of requests relating to GFG. In those emails, CSAM requested that Liberty manage the allegations in the media inquiries proactively, as CSAM would not be '*willing to take that headline risk*' and would be forced to reduce their insured and multi-obligor exposure in both Liberty and Gupta.

Particulars

Emails between Luc Mathys, Michel Degen and Lex Greensill, copying David Solo, Lukas Haas and Ludwig Sels, dated 29 November 2019 (CSA.5000.0003.1453).

155C. As at about 3 December 2018, CSAM informed Greensill to the effect that it had spoken to the General Counsel of the Credit Suisse Group, and they needed to proactively get the exposure to entities associated with Mr Gupta "massively reduced" by letting notes mature.

Particulars

Text message from Mr Degen to Mr Greensill on 3 December 2018: "Thank you for your mail this morning – we had today again a call with GC of CS Group – the situation is really difficult and we have to act pro actively and get the exposure massively reduced (we let the notes mature) to normal level – inkl. The multi obligor for it has short term risk – till the dd is done and noise normalized… otherwise we run the risk that we have to close the fund – which we have to avoid – Lex, we need your support and understanding here – worst case I get directions from group – then I just react; now we can be pro actively and also demonstrate that we take the situation seriously…".

155D. In about early December 2018, Mr Haas sought to reduce the exposure to entities associated with Mr Gupta by no longer accepting trades, but was overruled by Mr Degen, after Mr Greensill expressed to CSAM disappointment in the approach and stated to the effect that the "spirit of significant commitment" was for CSAM to allow business to continue with Greensill's clients.

Particulars

See Mr Haas's interview with Walder Wyss and Deloitte dated 20 July 2021 (CSA.0001.0012.2852) at Q18-19.

See Mr Mathys's interview with Walder Wyss and Deloitte dated 11 August 2021 (CSA.0001.0012.2857) at Q53-55.

156. On about 11 December 2018:

a. CSAM provided to Greensill an extract from the Diligence report concerning allegations of involvement in "carousel fraud" and the use of proxy companies; and

b. CSAM informed Greensill to the effect, *inter alia*, that Credit Suisse could not keep the companies associated with Mr Gupta in the Virtuoso Sub-Fund and Nova Sub-Fund, given the report.

Particulars

Email chain involving Mr Greensill, Mr Solo, Mr Mathys and Mr Degen on 11 December 2018: CSA.5000.0006.0914, CSA.5000.0002.1867.

156A. In about December 2018, sometime after CSAM provided the extract from the Diligence report referred to in the preceding paragraph, CSAM and Greensill held a meeting in London, and a further meeting in Zurich, at which the reduction of GFG notes in the sub-funds was discussed with Mr Greensill and a reduction plan was drawn up.

Particulars

See FINMA Ruling: CSA.0001.0011.7753 (at 0032).

Further particulars may be provided following evidence and disclosure.

157. On about 18 December 2018, a report by persons within the Credit Suisse Group into the Liberty Group identified, *inter alia*:

a. that Credit Suisse AG, Mumbai Group, had refrained from submitting an offer to Liberty Group for approximately USD 1.6 billion in funding for various reasons including unspecified risk and compliance reasons;

b. that the Commodity Trade Finance team had discontinued business with Liberty Group due to concerns regarding the proper business behaviour of Liberty Group, which concerns were backed by due diligence reports it had received, including indications that Liberty Group forged bills of lading; and

c. that the Commodity Trade Finance team doubted the findings of a due diligence report received from Greensill.

Particulars

See CSA.5000.0001.0667 (draft report).

Email from Gabriele Schabus (Business Compliance, Credit Suisse AG) to Credit Suisse representatives (Felix Baumgartner, Erwin Grob and Tonia Zimmerman): CSA.5000.0008.3085 attaching "Summary Liberty Group" report dated 18 December 2018: CSA.5000.0008.3073.

As far as Marsh is aware, the provision of a due diligence report from Greensill to the Commodity Finance Group at about this time has not been discovered. Further and better particulars may be provided following evidence and disclosure.

158. By about January 2019, CSAM with the assistance of Mr Greensill, Mr Gupta and others, prepared a response to the allegations contained in the Diligence report.

Particulars

See CSA.5000.0001.0344, CSA.5000.0003.2325, CSA.5000.0003.2326, CSA.5000.0006.0920, CSA.5000.0006.0921, CSA.5000.0003.1674, CSA.7000.0002.2707, CSA.7000.0002.2708. It appears that in the context of preparing this response, on about 17 December 2018, Mr Greensill sent an email to Mr Mathys and Mr Degen of CSAM, and Mr Sels, Mr Solo and Mr Tom Kennedy of Greensill, which attached a "summary of findings" and minutes of telephone calls with Mr Gupta, as well as the then CEO of Liberty Commodities and the then CEO of Westford: See CSA.5000.0002.1917, CSA.5000.0002.1918, CSA.5000.0002.1919, CSA.5000.0002.1920, CSA.5000.0002.1921.

Further particulars may be provided following evidence and disclosure.

158A. As at about 16 January 2019, about 35.72% of the total programs of the Virtuoso Sub-Fund were linked to entities associated with Mr Gupta, with about 10.12% from single obligor programs, and 25.6% from multi-obligor programs.

Particulars

See emails chain between Mr Degen, Mr Mathys and Mr Haas: CSA.7000.0001.6960. See Deloitte Report at [2.1.10]

158B. In about January 2019, CSAM and Greensill agreed to target a reduction in the overall exposure of the Virtuoso Sub-Fund to entities associated with Mr Gupta by reducing:

a. the Virtuoso Sub-Fund's exposure to single obligor programs to entities associated with Mr Gupta to 9% by 31 January 2019, and then to 5% within 2 to 5 months;

b. the Virtuoso Sub-Fund's exposure to multi obligor programs to entities associated with Mr Gupta to 23% by 31 January 2019, and then to 10% within 2 to 5 months.

Particulars

The agreed targets are recorded in emails ~~chain~~ between Mr Degen, Mr Mathys and Mr Haas: CSA.7000.0001.6960. See Deloitte Report at

[2.1.10]. Further particulars may be provided following evidence and disclosure.

Period from about February 2019 to about June 2020 (involving repeated failures to reduce the exposure to entities associated with Mr Gupta)

158BA. On or around 25 February 2019, CSAM repeated its request for an active reduction in GFG exposure, noting that there had not been an active reduction in exposure since CSAM's meeting with Greensill on 16 January 2019.

Particulars

Emails between Michel Degen and David Solo dated 25 February 2019 (CSA.7000.0001.6996).

158BC. By 28 February 2019 at the latest, CSAM knew that:

a. GFG was raising hundreds of millions of dollars in new finance ahead of an anticipated IPO in order to redeem its GAM-related debts early;

b. all new financing capacity for GFG was focussed on redeeming GFG's GAM-related debts, which created significant capital demands on GFG; and

c. including by reason of (a) and (b), GFG did not have sufficient liquidity to pay down its GAM-related debts.

Particulars

Email from David Solo to Michel Degen dated 28 February 2019 (CSA.7000.0001.6972).

158C. On about 6 March 2019:

a. CSAM identified that the Virtuoso Sub-Fund was far off the agreed targets for reducing the sub-fund's exposure to entities associated with Mr Gupta;

b. Mr Degen instructed Mr Haas and Mr Mathys to not accept any multi obligor notes.

Particulars

See emails between Mr Haas, Mr Mathys and Mr Degen on 6 March 2019: CSA.7000.0001.6960.

158CA. By at least early April 2019, CSAM knew or ought reasonably to have known that GCUK required external funding to reduce CSAM's exposure to GFG, because:

a. GCUK and CSAM's priority was to help GFG fully repay the GAM fund within the next six weeks;

b. GCUK did not itself have the ability to purchase the GAM debts in full;

c. the plan required the repayment of debts owing to GAM, with the consequence that GAM could not itself provide the funds to repay those debts; and

d. CSAM did not wish to expose itself to increased GFG debts by purchasing the GFG debts from GAM.

Particulars

Emails between Michel Degen and David Solo dated 1 April 2019 (CSA.5000.0003.9209).

158CB. On about 1 April 2019, CSAM was informed that Mr Gupta's main focus was on growing his business which was an explanation for why entities associated with Mr Gupta had "so much need for capital" and that otherwise one would "wonder".

Particulars

Email from Michel Degen to David Solo dated 1 April 2019 (CSA.5000.0003.9209).

158CC. On about 1 April 2019, CSAM was questioning GCUK's decision to finance new GFG companies, including why GCUK was not reducing its financing with GFG companies or placing caps on business with GFG.

Particulars

Email from Michel Degen to David Solo dated 1 April 2019 (CSA.5000.0003.9209).

158D. On about 1 April 2019:

a. Credit Suisse's London press office became aware that Duncan Mavin, a journalist, was working on a story to the effect that the crisis at GAM was tied to its relationship with Greensill, that GAM was trying to get out of most of its Greensill investments and particularly those tied to the GFG alliance, and that Greensill's other major relationship was with Credit Suisse;

b. Mr Degen forwarded that information to Mr Greensill and Mr Solo, copying Mr Mathys, and indicated that it was highly unlikely that the funds could increase any related exposure to Mr Gupta, because the report would have an impact on investors and was truly damaging to Greensill and Credit Suisse's reputation;

c. Mr Degen informed Mr Haas and Mr Mathys that they should tell Mr Greensill that the sub-funds needed even lower exposures to GFG due to the developments in the press.

Particulars

Email from Mr Degen to Mr Haas and Mr Mathys dated 1 April 2019: CSA.7000.0001.6961.

Email from Mr Degen to Mr Greensill and Mr Solo dated 1 April 2019: CSA.5000.0002.2342.

159. On about 2 April 2019, CSAM informed Greensill that it was "absolutely fine" with an insured exposure to entities associated with Mr Gupta at 15% to 16% of its supply chain fund assets.

Particulars

Email from Mr Degen to Mr Solo dated 2 April 2019: CSA.5000.0003.9208.

159A. On or around 2 April 2019, Credit Suisse received a request from Duncan Mavin to confirm the sub-funds' exposure to GFG companies which was forwarded to representatives of CSAM. CSAM informed Greensill that it expected 'heavy client reaction and outflows unless we show substantially lower exposure'.

Particulars

Email from Duncan Mavin to Sofia Rehman (Credit Suisse), dated 2 April 2019 (CSA.5000.0002.2343).

Email from Luc Mathys to Lex Greensill, copying David Solo and Michel Degen, dated 2 April 2019 (GCU.0004.0025.3906).

160. On about 8 April 2019, Financial News published an article concerning the sub-funds' links to Greensill, including to the effect that:

a. Credit Suisse's investment funds were linked to Greensill, which was the same company that was linked to a crisis at GAM;

b. an analysis of recent public disclosure related to the funds, from October 2018, had found that of total assets of about $2bn, around $850m, or 42.5%, were tied to the supply chain of GFG Alliance, a single industrial conglomerate owned by the Gupta family;

c. that the origin of some of the funds' other assets were opaque, such as about $36m worth of assets from Atlantic 57 Consultancy Ltd.

Particulars

See the article extracted in the email chain at CSA.5000.0001.0661.

161. On about 8 April 2019, in response to the media reports on about that date, Greensill and CSAM agreed to reduce the sub-funds' exposure to companies associated with Mr Gupta pursuant to an agreement which, *inter alia*:

a. Greensill would repurchase about US $500 million in multi-obligor AR exposure where Liberty was the seller and about US $100 million in direct exposure to SIMEC, Liberty OneSteel and Liberty House Group (being entities associated with Mr Gupta), and also would allow ~~Alliance~~ Atlantic 57 notes to mature;

b. in return, CSAM would purchase about US $200 million of a new Speciality Steel UK AR programme associated with Mr Gupta; and

c. the effect of this would be to leave the sub-funds with about $400 million in indirect exposure to entities associated with Mr Gupta and about $100 million in direct exposure to entities associated with Mr Gupta.

Particulars

The terms of the agreement at the time are set out in an email chain involving Mr Greensill and Mr Sels of Greensill, and Mr Degen, Mr Haas and Mr Mathys: CSA.5000.0003.2738; CSA.7000.0001.6962. See also emails between Mr Greensill, Mr Degen and Mr Mathys dated 8 April 2019: CSA.5000.0002.2386. See also emails between Mr Degen and Mr Greensill dated 8 April 2019: CSA.5000.0002.2367. Further particulars may be provided following evidence and disclosure.

162. In the period from about January 2019 to February 2021, ~~-~~the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta remained high despite agreements between CSAM and Greensill to limit or reduce ~~to~~ that exposure, with such agreements frequently not adhered to, as set out in the above and following paragraphs.

Particulars

In the months between December 2018 and December 2020, Credit Suisse entered into at least five consecutive agreements with Greensill to reduce exposure to GFG, each of which was breached: FINMA Ruling: CSA.0001.0011.7752 at 0032 ([84]-[85]). Further particulars may be provided following evidence and disclosure.

162A. On about 23 April 2019, Mr Degen wrote to Mr Greensill, and stated to the effect that:

a. they had since the beginning of the year agreed on several occasions to "concrete steps" and on each occasion Mr Greensill backed off;

b. Mr Degen was disappointed, because CSAM had agreed to purchase into the new $200 million program two weeks earlier (being the new Speciality Steel UK AR programme associated with Mr Gupta pleaded in paragraph 161 above) based on Mr Greensill's promises, but CSAM was being pushed again to increase even further the funding to entities associated with Mr Gupta;

c. Mr Degen was irritated as to why Mr Greensill continuously increased the financing of entities associated with Mr Gupta without having a "structural solution in place today";

d. this was a huge issue for CSAM because it could not tell Group Compliance, Risk and investors that it was reducing the financial exposure to Mr Gupta over time when it was actually increasing it, and the exposure after the transaction was close to $1.1 billion, which was definitely far away from any acceptable level; and

e. that he was committed, but Mr Degen was now truly reaching his limits, and he was counting on Mr Greensill to get the situation solved now in May.

Particulars

Email from Mr Degen to Mr Greensill with subject "Private" dated 23 April 2019: CSA.5000.0008.2885.

162AA. On or around 3 May 2019:

a. Credit Suisse received an inquiry from Tom Bergin (Reuters) regarding:

i. the link between the GFG Group and the Virtuoso Sub-Fund; and

ii. the size of the Virtuoso Fund's investment in Gupta entities comparative to limits in its prospectus;

b. Credit Suisse received follow-up inquiries from Tom Bergin (Reuters) regarding:

i. who insures the GFG-related notes in the Virtuoso Fund; and

ii. the position in the transaction of the company named on the security for multi-obligor notes.

Particulars

(a) Email from Tom Bergin to James Quinn and Sebastian Kistner, dated 3 May 2019 (CSA.7000.0002.4465).

(b) Email from Michel Degen to Lex Greensill, copying Luc Mathys, dated 3 May 2019 (CSA.7000.0002.4465). See also email from Lex Greensill to Michel Degen, copying Luc

Mathys, James Doran (Greensill) and Ludwig Sels, dated 3 May 2019 (CSA.7000.0002.4465).

(c) Email from Sebastian Kistner to Michel Degen, copying Luc Mathys, dated 3 May 2019 (CSA.5000.0002.2552).

(d) Email chain between Sebastian Kistner, Michel Degen, Luc Mathys and Lukas Haas, dated between 3 and 9 May 2019 (CSA.5000.0002.2552).

162B. On about 5 May 2019, the Financial News published an article titled "Who is Lex Greensill? The billionaire banker tied to GAM's crisis" which, *inter alia*, described:

a. the crisis at GAM;

b. that GAM was linked to Mr Greensill and investments in Greensill-sourced assets; and

c. that the GAM fund was a similar arrangement to that between Greensill and CSAM.

Particulars

Email from Mr Milenkovic to Mr Degen and Mr Mathys dated 9 May 2019 with subject line "Who is Lex Greensill? The billionaire banker tied to GAM's crisis": CSA.5000.0003.2069.

162BAA. In about April or May 2019, at least some of GAM's business came to the Virtuoso Sub-Fund and Nova Sub-Fund, leading to a substantial increase in the assets under management for those sub-funds.

Particulars

See the interview of Dr Gottstein (CEO of the Credit Suisse Group) with Wenger Plattner dated 4 May 2022 at [11.3.1] (CSA.5000.0008.3305).

162BA. [Not Used] ~~On or around 5 July 2019, the Luxembourg regulator Commission de Surveillance du Secteur Financier (**CSSF**) sent an email to representatives of CSFM in relation to the article in paragraph 162B inquiring about the link between Greensill and CSAM, and whether funds managed by CSFM are invested and/or had been invested directly or indirectly in securities originated by GCUK.~~

~~**Particulars**~~

~~Email from Raffaela Fiorentino (CSSF) to Rudolf Kömen and Guy Reiter (CSFM) with subject line "Information request" dated 5 July 2019 (CSA.5000.0004.8694),~~

~~attaching article entitled 'Who is Lex Greensill? The billionaire banker tied to GAM's crisis', dated 8 May 2019 (CSA.5000.0003.2069).~~

~~Rudolf Kömen responded to CSSF's request on 8 July 2019, 16 July 2019 and again on 1 August 2019. See email chain CSA.5000.0001.1105.~~

162BB. On or around 28 May 2019, FINMA sent a letter to CSAM in relation to CSAM's relationship with Greensill.

Particulars

Letter from FINMA to CSAM entitled "Credit Suisse Supply Chain Funds – Business relationship with Greensill" dated 28 May 2019 (CSA.5000.0003.2299).

CSAM responded to FINMA's request on 21 June 2019 and 10 July 2019. See email chain CSA.5000.0003.3024.

162C. On about 20 June 2019, Tidjane Thiam (then CEO of the Credit Suisse Group), Lara Warner (then Chief Risk Officer of the Credit Suisse Group) and Bruno Bishschoff received an anonymous email which raised various concerns with the Credit Suisse Group's relationship with Greensill Capital, including with respect to its involvement with entities associated with Mr Gupta.

Particulars

Anonymous email to Mr Thiam, with Ms Warner and Mr Bischoff dated 20 June 2019: CSA.5000.0003.2670; FINMA Ruling: CSA.0001.0011.7753 at 0027 (at [68]-[69]).

Email from Mr Degen to Romeo Cerutti (General Counsel, Credit Suisse Group and member of the Executive Board), Lydie Hudson (Head of Sustainability, Research and Investment Solutions, Credit Suisse Group and member of Executive Board) and Ms Warner, copied to others, dated 21 June 2019: CSA.5000.0008.3511.

<u>162CAA. CSAM (and/or CSFM) did not attempt to investigate the allegations in the anonymous email pleaded at paragraph 162C above.</u>

<u>Particulars</u>

<u>See Deloitte Report at [6.37.2].</u>

162CA. On or around 2 to 3 July 2019, CSAM received inquiries from Thomas Beardsworth (Bloomberg) regarding:

a. the provision by CSAM, through their funds, of 'more finance to GFG companies and their suppliers and strengthening its ties with GFG just as GAM is stepping away';

b. CSAM financing 'GFG entity Liberty Commodities' which was 'sued by Chenavari in London for defaulting on a short-term trade finance deal involving a $25m nickel shipment'; and

c. the appearance of circa $230 million of Vodafone invoices in CSAM supply chain finance funds following withdrawals by Vodafone from GAM.

Particulars

Email chain between Will Bowen (Deputy Head of Corporate Communications, Credit Suisse), Luc Mathys, Andreas Asche, Michel Degen and other Credit Suisse personnel, dated 2 to 3 July 2019 (CSA.5000.0003.2688).

See also email chain between Lex Greensill and Luc Mathys dated 3 July 2019 (CSA.7000.0002.4476).

162D. On about 5 July 2019, the CSSF sent an information request to CSFM which attached the newspaper article described at paragraph 162B above.

Particulars

See the document published by the Luxembourg financial regulator, the Commission de Surveillance du Secteur Financier or "**CSSF**", entitled "Annex II: Breaches that lead to administrative sanctions pursuant to the AIFM Law" (**CSSF Breach Annexure**) (CSA.7000.0003.3919), at section 4.3 under the heading "Concentration risks – Exposure to groups / alliances of companies / businesses linked to a common ultimate beneficial owner" (p 74 of 127).

Email from Raffaela Fiorentino (CSSF) to Rudolf Kömen and Guy Reiter (CSFM) with subject line "Information request" dated 5 July 2019 (CSA.5000.0004.8694), attaching article entitled 'Who is Lex Greensill? The billionaire banker tied to GAM's crisis', dated 8 May 2019 (CSA.5000.0003.2069).

Rudolf Kömen responded to CSSF's request on 8 July 2019, 16 July 2019 and again on 1 August 2019. See email chain CSA.5000.0001.1105.

162DA. On about 5 July 2019, GCUK proposed a series of secondary trades of purportedly insured debts from GBAG to the sub-funds, including notes related to GFG with an aggregate value of around USD 440 million (**July GFG Secondary Trades**).

Particulars

Email dated 5 July 2019, and attached spreadsheet, from GCUK to CSAM setting out proposed secondary trades in respect of, among others, TCUK, Liberty OneSteel AR (LOSAR) and Liberty Commodities, and the proposed Seaview note programme (CSA.5000.0001.0684 and CSA.5000.0001.0685).

Email dated 5 July 2019 from Ruzica Stowe (CSAM) responding that, in relation to the multi-obligor programmes, GCUK "might want to discuss the Ludwig and/or Andreas before sending any trades", referring to Mr Ludwig Sels (Greensill) and Mr Andreas Asche (CSAM) (CSA.5000.0003.2722).

162DB. On about 8 July 2019, CSAM was told that GCUK would be prepared to sell equity in the business in order to reduce the sub-funds' exposure to GFG.

Particulars

Email from Lex Greensill to Michel Degen dated 8 July 2019 (CSA.5000.0002.2835).

162DC. By 8 July 2019 at the latest, CSAM knew that a primary strategic purpose of the Liberty Delta facility (which ostensibly involved GBAG funding Liberty's acquisition of steel assets from Arcelor Mittal in Central Europe), was to enable GFG to repurchase notes held by the GAM Fund.

Particulars

Email from Luc Mathys to Michel Degen dated 5 July 2019 summarising "Points from Lex", including that Lex Greensill would increase the multi-obligor programme limit for non-GFG assets to 15% due to expected supply of "Uber" paper, and that single obligors of GFG multi-obligor programmes would be stripped and placed into the Nova Sub-Fund, with Michel Degen responding that exposure to Gupta had declined and that GAM would be "done" next week as Gupta "buys back" trades (CSA.5000.0003.9211).

Email dated 8 July 2019 from David Solo to Michel Degen referring to the "[great] Arcelor deal" (CSA.5000.0003.2728), from which it can be inferred that CSAM was aware of the purpose of the facility.

162DD. On 8 July 2019, CSAM initially refused to accept any further GFG-related trades for two GFG AR programmes the subject of the proposed July GFG Secondary Trades, but reversed that position following further engagement between Mr Greensill and senior Credit Suisse personnel.

Particulars

Email dated 8 July 2019 from Ruzica Stowe to GCUK stating that CSAM would, with immediate effect, refuse all TCUK AR and Liberty OneSteel Primary AR trades (GCU.0005.0013.0219).

Email chain dated on or about 8 July 2019 including a message from Michel Degen stating "we are at 1.1bn … How will you assure us that this time you stick to our agreements …?", and a reply from Lex Greensill asserting that Credit Suisse had his personal commitment; that he had just left Masayoshi Son's house; that Mr Son wanted to invest another USD 1 billion in equity into Greensill which he could call at any time; and that, if necessary, he would sell equity to Mr Son to ensure that commitments to Credit Suisse were met (CSA.5000.0002.2835).

Email from Ivan Jesensky to Lukas Haas dated 1 August 2019 regarding new Liberty TCUK assets: CSA.7000.0002.5105.

162E. As at about 8 and 9 July 2019:

a. the exposure of the sub-funds to entities associated with Mr Gupta was about US $1.1 billion;

b. this exposure was in breach of the agreement reached in April 2019, which required a reduction in exposure to about US $500 million by this time; and

c. rather than require the exposure to be reduced in accordance with the agreement in about April 2019, CSAM proposed an increase to the maximum exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta to US $1.45 billion (accompanied by a program for subsequently reducing the exposure over time), which would have the exposure at US $1.1 billion by 30 September 2019, US $950 million by 31 October 2019, US $800 million by 28 November 2019, and US $600 million by 31 December 2019).

Particulars

See emails between Mr Degen and Mr Solo dated 8 July 2019: CSA.5000.0002.2811. See emails between Mr Greensill, Mr Solo, Mr Mathys and Mr Degen dated 8 and 9 July 2019: CSA.5000.0003.2738; CSA.5000.0002.2834.

162F. Greensill subsequently agreed to the proposal pleaded in the preceding paragraph at (c) (or in the alternative, a proposal broadly consistent with that proposal).

Particulars

At this stage, Marsh has not identified a document in the discovery recording Greensill's agreement to the proposal, but the fact it was entered into is reflected in subsequent documents (see email from Mr Haas to Mr Greensill, Mr Sels, Mr Jevensky, Mr Downes of Greensill, and Mr Degen and Mr Milenkovic of CSAM, dated 25 October 2019, recording minutes of meeting between CSAM and Greensill (CSA.7000.0001.6959)); emails between Mr Degen, Mr Milkenkovic, Mr Haas, Mr Mathys, Mr Greensill, Mr Sel, Mr Jesensky and others dated from 25 October 2019 to 26 November 2019 (CSA.7000.0001.6959).

162FA. By 9 or 10 July 2019, CSAM had agreed to accept the July GFG Secondary Trades, including USD 400 million of GFG assets.

Particulars

(a) Email dated 9 July 2019 from Ivan Jesensky (GCUK) to Greensill Trading Operations confirming that "CS agreed to accept up to USD 400m of Liberty assets" (GCU.0004.0027.7270).

(b) Internal GCUK spreadsheet, last modified 9 July 2019, recording Credit Suisse purchases of GFG notes (GCU.0004.0027.7271).

(c) Emails dated 10 July 2019 from GCUK to CSAM providing programme documentation for Liberty Seaview (CSA.5000.0001.0716, CSA.5000.0001.0717).

162FB. In the premises of paragraphs 158CB, 158CD to 158CE and 162DC to 162DE above, CSAM knew, or ought to have known, that the purpose of the July GFG Secondary Trades was to facilitate the refinancing of GFG so that GFG could repay GAM its remaining debts, in the amount of approximately GBP 600m.

162FC. On 15 July 2019, GAM announced to the Swiss Stock Exchange that it had received all the proceeds from the sale of the remaining GFG-related debts and had sold the Notes to Liberty House Group, a member of GFG.

Particulars

GAM press release (GCU.0005.0013.4352).

162G. As at about October 2019, the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta remained above US $1.2 billion, in breach of the agreement pleaded in paragraphs 162E and 162F.

Particulars

See emails between Mr Degen and Mr Mathys from 8 October 2019 to 11 October 2019: CSA.5000.0002.3492.

162H. As at about October or November 2019, Mr Degen on behalf of CSAM and Mr Greensill on behalf of Greensill agreed to extend the maximum exposure limit of US $950 million from end of October 2019 (as reflected in the agreement pleaded in paragraphs 162E and 162F), to the end of November 2019.

Particulars

Marsh does not presently know how this agreement was entered into. It was recorded in an email from Mr Haas to Mr Degen and Mr Mathys dated 26 November 2019: CSA.7000.0001.6959. Further particulars to be provided following evidence and disclosure.

162I. As at about 26 November 2019:

a. the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was about US $959 million;

b. this was in breach of the maximum exposure limit of US $950 million that had been agreed between Mr Greensill and Mr Degen for November 2019 (as reflected in the agreement pleaded in 162H);

c. Mr Degen instructed Mr Mathys to tell Mr Greensill to the effect that by the end of December 2019 the exposure should be below $800 million, which was $200 million higher than initially agreed.

Particulars

See email from Mr Haas to Mr Degen and Mr Mathys dated 26 November 2019: CSA.7000.0001.6959.

162J. In about November or December 2019, CSAM and Greensill agreed to a new maximum exposure limit to entities associated with Mr Gupta of US $890 million by the end of December 2019.

Particulars

Marsh does not presently know how this agreement was entered into. This agreement is recorded in an email from Mr Mathys to Mr Haas dated 6 January 2020: CSA.7000.0002.3859. Further particulars may be provided following evidence and disclosure.

162JA. On or around November 2019, CSAM received inquiries from Duncan Mavin regarding whether, inter alia, the Liberty Group and their associated companies were facing financial challenges.

Particulars

(a) Email from Anitta Tuure to Michel Degen, Tony Patti, Luc Mathys, Lukas Haas and other Credit Suisse personnel, dated 19 November 2019 (CSA.5000.0002.3860).

(b) See also, engagement between Credit Suisse and Greensill on Duncan Mavin's inquiries: email from Luc Mathys to Lex Greensill, dated 20 November 2019 (CSA.5000.0002.3859); email chain between Ludwig Sels, Luc Mathys and James Doran dated 21 November 2019 (CSA.5000.0002.3902).

(c) Email chain between Lex Greensill, James Doran and Ludwig Sels, dated 20 to 21 November 2019 (GCU.0005.0019.3169).

162K. As at about 31 December 2019:

a. the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was around US $948m; and

b. the exposure was above an agreed level at that time of US $890m.

Particulars

Emails between Mr Degen and Mr Mathys dated 6 January 2020: CSA.7000.0002.3859; emails between Mr Haas, Mr Mathys and Mr Degen on 16 January 2020: CSA.5000.0008.2872.

162L. As at about 16 January 2020, the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was about US $928 million, despite the new agreement referred to at paragraph 162J above that the maximum exposure would be $890 million by the end of December 2019.

Particulars

See emails between Mr Haas, Mr Mathys and Mr Degen on 16 January 2020: CSA.5000.0008.2872.

162M. As at about 25 February 2020:

a. the exposure of the Virtuoso Sub-Fund to entities associated with Mr Gupta was about US $570 million, and the exposure of the Nova Sub-Fund to entities associated with Mr Gupta was about US $420 million, totalling about US $990 million;

b. Mr Degen wrote to Mr Mathys asking to the effect why the exposure to entities associated with Mr Gupta was about US $1 billion again, and stating to the effect

that as long as exposure to entities associated with Mr Gupta did not come down, CSAM should not accept any more notes.

Particulars

See emails involving Mr Haas, Mr Mathys and Mr Degen on 25 February 2020: CSA.5000.0008.2860.

162MA. On or around 27 February 2020, CSAM informed Greensill that it would no longer accept any further GFG exposure with immediate effect, including by way of multi-obligor programmes and rolling.

Particulars

See emails involving Lukas Haas, Michel Degen, Lex Greensill, David Solo and Ludwig Sels dated 27 February 2020 (GCU.0009.0013.7690). See also email from Michel Degen to Ludwig Sels, Lex Greensill, Lukas Haas and Luc Mathys dated 27 February 2020 (CSA.5000.0002.4476).

162MAB. On about 27 February 2020, Mr Greensill sent text messages to Mr Degen, including to the effect that Greensill was giving the Credit Suisse Group a lot of ancillary business, and that he wanted Mr Degen to maintain the current level of Gupta exposure in the spirit of partnership.

Particulars

Text message at about 4:21pm: "Michel, just finished a long dinner with Helman Sitohang here in Jakarta. (We are giving your firm so much ancillary business.) I am flying back from the US to Zurich specifically to see you next Thursday. We have 5 investors coming in to buy Liberty from us and are working on it daily. It has been slower than I would like – but we are all over it. I know you are taking heat from risk – and I am focussed. My ask is simple – maintain the current level (the trade you had Lukas decline is just a new trade replacing a maturity) and I will explain what we are doing when we meet next week. I ask this in the spirit of partnership, Michel. Thank you in advance. Lex" (GCU.1000.0002.3595).

(Helman Sitohang was the Chief Executive Officer of Credit Suisse Asia Pacific, and a member of the Executive Board of the Credit Suisse Group Executive.)

Text message at about 5:07pm: "I am working super hard on it Michel. 5 new G investors coming in at present. Your support has been critical – and I continue to need it. I am being a team player for the wider CS. Your CEO is wooing G for his wider corporate business and IPO. I have invested my personal money in your funds. I awarded my IPO mandate to your firm. I ensured you got the Softbank/Indonesia government mandate for the financing of their new capital

city. We helped you with AON and stared your NY colleagues down and backed you instead. Please – stay the course, Michel. I am coming to see you next week – let's maintain the status quo and not blow things up. Thank you – and good night from Jakarta".

The reference to "G" in this text message is a reference to Mr Gupta.

162MB. On or around 1 March 2020, CSAM retracted the above restriction on GFG exposure pleaded at paragraph 162MA above following a discussion between Michel Degen and Lex Greensill.

Particulars

Emails from Ludwig Sels to David Solo dated 1 March 2020 in which Ludwig Sels states: '*This is the latest sms from Lex: "Michel has retracted the restriction re GFG. Sorted." So we are back up trading*' (GCU.0009.0013.8041).

162MBA. On about 5 March 2020, Mr Greensill asked CSAM to reopen subscriptions for the Virtuoso Sub-Fund and Nova Sub-Fund, because it had $4 to 5 billion coming in over the next 6 to 8 weeks.

Particulars

Text message at about 10:07pm from Mr Greensill to Mr Degen: "Thank you for dinner and your partnership. I will send you a plan per our discussion soon. Most importantly, can you please ask Luc to reopen subscriptions for Virtuoso and the HIF please? (We have $4-5bn coming in over the next 6-8 weeks.) Thank you again. Lex" (GCU.1000.0002.3595).

162MC. On or around 7 April 2020, CSAM received an inquiry from Patrick Winters (Bloomberg) about the exposure of the sub-funds to defaulted or distressed firms, including Mr Gupta's steel businesses.

Particulars

Emails from Anitta Tuure to Luc Mathys, Michel Degen, Hans-Christoph Voges and Adam Milenkovic, copying Tony Patti, Lukas Haas and other Credit Suisse personnel, dated 7 April 2020 (GCU.0005.0025.1241).

See also email from Lex Greensill to James Doran (Greensill) and other Greensill personnel, dated 7 April 2020 (GCU.0005.0025.1286).

162MD. In about the second quarter of 2020, following a number of news stories concerning the sub-funds including their relationship with Mr Gupta, the Credit Suisse Group Chief Financial Officer, David Mathers, told the Chief Executive Officer, Dr Gottstein, that

Credit Suisse should review its relationship with Greensill given the public concerns about Mr Gupta.

Particulars

See Mr Mathers' interview with Wenger Plattner dated 16 May 2022 at [11]-[11.1] (CSA.5000.0008.3299).

162N. As at about 24 April 2020, the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was US $1.174 billion, and it was agreed between Greensill and CSAM that this was a limit and the exposure could not go higher.

Particulars

See email from Mr Haas to Mr Sels, copying Mr Greensill, Mr Degen and Mr Mathys dated 8 May 2020: CSA.7000.0001.7311.

162NA. As at about 3 May 2020, CSAM had formed the view that CSAM should not continue to grow the size of the sub-funds and should instead enforce a 'temporary stop' on Greensill, including because of the risks associated with GFG exposure and the multi-obligor programmes.

Particulars

See email from Lukas Haas to Luc Mathys dated 3 May 2020 (CSA.7000.0002.3775).

162O. As at about 5 May 2020, the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was about US $1.202 billion, that being above the limit agreed on about 24 April 2020.

Particulars

See email from Mr Haas to Mr Sels, copying Mr Greensill, Mr Degen and Mr Mathys dated 8 May 2020: CSA.7000.0001.7311.

162P. As at about May or June 2020:

a. it was agreed between CSAM and Greensill that the exposure of the sub-funds to entities associated with Mr Gupta would reduce to a "binding limit" of US $1.125 billion by 1 June 2020 and a "binding limit" of US $1.025 billion by 1 July 2020;

b. alternatively, it was agreed between CSAM and Greensill that those reductions were to be applied from the end of June 2020; and

c. the reductions described in (a) above were set by the Credit Suisse risk team.

Particulars

Email from Mr Mathys to Mr Haas dated 2 June 2020: CSA.7000.0001.7313; see emails between Mr Degen, Mr Greensill, Mr Mathys, Mr Haas and Mr Sels dated 8 June 2020 (CSA.5000.0002.5384).

These limits were described by Mr Mathys as "strict limits from the Risk side" and "clear targets from risk" (see emails dated 8 June 2020 at CSA.5000.0002.5384), and Mr Degen said "Risk is after us and we lose complete trust and credibility" (see email dated 8 June 2020 at CSA.5000.0002.5384). As at the date of this claim, Marsh has not identified a copy of the relevant communications with the Credit Suisse risk team.

Further particulars may be provided following evidence and disclosure.

162Q. As at about June 2020:

a. the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was about US $1.18 billion;

b. this was in breach of an agreement between Greensill and CSAM at the time (as pleaded in paragraph 162P) above; ~~and~~

c. Mr Mathys asked Mr Haas why the sub-funds were accepting further investments relating to entities related to GFG and expressed the need to set strict limits with no further investments relating to GFG;

d. Mr Haas identified that the agreed reduction of exposure to GFG obligors and multi obligor programs was not proceeding as agreed with Greensill;

e. Mr Haas instructed Ms Stowe and Ms Asche not to purchase any more notes related to Mr Gupta (Aluminium France Industries, Liberty Commodities Limited, Liberty House Group Pte Ltd, Liberty Onesteel MDR UK Ltd, SIMEC Group Limited, OneSteel TCUK MO Program, Seaview MO Program, Liberty Commodities MO Program and Rehbein MO Program) effective immediately;

f. notwithstanding the instruction referred to in the previous sub-paragraph:

i. by around 11 June 2020, CSAM accepted trades at least in respect of the Liberty Commodities MO Program; and

~~i.~~ii. by around 31 July 2020, CSAM accepted trades at least in respect of Liberty TCUK.

Particulars

Emails involving Mr Degen, Mr Mathys, Mr Haas, Mr Greensill and Mr Sels from 8 May 2020 to 9 June 2020: CSA.7000.0001.7126.

Email from Mr Mathys to Mr Haas dated 4 June 2020: CSA.7000.0001.7313.

Email from Mr Haas to Ms Stowe and Mr Asche dated 4 June 2020: CSA.7000.0002.4176.

Email from Mr Haas to Danyon Lloyd and Tanja Royla (Greensill Bank) dated 11 June 2020: GBA.0004.0004.3274.

Email from Mr Haas to "Middleofficesupport@greensill.com" dated 31 July 2020: GCU.0010.0014.3352.

162QA. In about July 2020:

a. Credit Suisse's Trade Finance and Compliance team identified a receivable of approximately US$30.1 million attributed to Trafigura in the Liberty Commodities Multi-Obligor Program;

Particulars

Email from Mr Mathys to Mr Greensill (copied to Mr Degen) dated 6 July 2020: GCU.0005.0029.5470.

Email from Mr Plank to Mr Komen and Mr Reiter dated 6 July 2020: CSA.7000.0003.0289.

Financial Times article "Trafigura warned Credit Suisse over Gupta invoice in 2020" dated 3 June 2021: CSA.6000.0002.5253.

Email from Mr Plank to Dr Gottstein dated 3 June 2021 (CSA.7000.0003.0264) attaching July 2020 email chain (CSA.7000.0003.0265).

b. the Trafigura Finance Team informed Credit Suisse that Trafigura had no knowledge or record of the account receivable;

Particulars

Affidavit of Simon Grenfell affirmed 19 February 2026 at [41].

c. Credit Suisse did not make further inquiries with Trafigura regarding the note and instead relied on assurances from Greensill as to the legitimacy of the note.

Particulars

Affidavit of Simon Grenfell affirmed 19 February 2026 at [48].

Emails between Mr Mathys, Mr Greensill, Mr Degen, Mr Haas, Mr Raza and Mr Sels dated 6-8 July 2020: GCU.0009.0016.4950; GCU.0005.0029.5470.

Email from Luc Mathys to Mr Plank (copied to Mr Reiter, Mr Degen and other Credit Suisse personnel) dated 9 July 2020: CSA.7000.0003.0289.

Period from July 2020 to late February 2021 (involving implementation of so-called "Hard Limits" in July 2020 which were also not complied with)

162R. On about 3 July 2020:

a. the total exposure of the Virtuoso Sub-Fund to entities associated with Mr Gupta was about 16%;

b. the total exposure of the Nova Sub-Fund to entities associated with Mr Gupta was about 32%;

c. Greensill Capital and CSAM entered into an agreement to reduce the exposure to entities associated with Mr Gupta (i.e. "GFG"), Softbank, as well as single obligors and multi-obligors more generally; and

d. with respect to entities associated with Mr Gupta, that agreement included a "Hard Limit" of:

i. for the Virtuoso Sub-Fund, 14% (US $705 million) overall exposure to entities associated with Mr Gupta (i.e. "GFG Overall Sponsor Risk Exposure") by 31 July 2020; 12% (US $645 million) by 31 August 2020; 11% (US $585 million) by 30 September 2020; 10% (US $525 million) by 31 October 2020; and 8% (USD $465 million) by 30 November 2020;

ii. for the Nova Sub-Fund, 28% (US $320 million) in overall exposure to entities associated with Mr Gupta (i.e. GFG Overall Exposure) by 31 July 2020; 24% (US $280 million) by 31 August 2020; 21% (US $240 million) by 30 September 2020; 17% (US $200 million) by 31 October 2020; and 14% (USD $160 million) in by 30 November 2020;

iii. for both sub-funds, 5% overall exposure to notes related to GFG by 31 December 2020 (together, the **GFG Alliance Limit**);

e. the agreement also included a rule that GFG "government guaranteed paper" would be treated as a new obligor, with every purchase of government guaranteed paper leading to a 2:1 switch out of GFG overall exposure (i.e. for US $100 million purchase in government guaranteed paper, US $50 million of GFG exposure would be switched out);

f. with respect to obligors more generally, the agreement included a "Hard Limit" of:

   i. for the Virtuoso Sub-Fund, a 5% single obligor limit by 31 December 2020, a 5% multi-obligor limit by 31 December 2020, and a 9% sponsor limit by 31 December 2020;

   ii. for the Nova Sub-Fund, a 5% maximum single obligor / multi-obligor limit by 31 December 2020, and a sponsor risk limit of 9% by 31 December 2020;

g. the agreement recorded that warehouse letter and internal investment guidelines were to be adjusted on a monthly basis; and

h. the agreement recorded that limits could not be breached intra-month.

Particulars

Email from Mr Greensill to Mr Mathys (copied to Lukas Haas, Michel Degen and Ludwig Sels) dated 3 July 2020: GCU.0005.0029.3387 attaching signed agreement: GCU.0005.0029.3388. FINMA Ruling: CSA.0001.0011.7753 at 0032 ([84]).

To the extent the agreement related to SoftBank, this is described further in the section of this cross-claim directed to SoftBank – see paragraph 178A below.

162RA. On about 13 July 2020, a reporter from the Financial Times raised issues with CSAM (and/or the Credit Suisse Group) relating to Liberty France, a GFG company.

Particulars

The issues raised included that the relevant financing documents did not "outline any financing from Greensill at this holding company level", it made "little sense for this company to use supply-chain finance as it is purely an investment holding company, with six intermediate holding companies in France, Luxembourg, the Netherlands and the UK between it and the Dunkirk's smelter's operating business", "financial obligations at this holding company are structurally subordinated to $350m of senior debt and $115m of mezzanine debt, giving them a very weak claim on any assets in the event of a default", and "the public accounts of the original obligor - Liberty Industries France - have a going concern warning": email from James Quinn (Credit Suisse Group Corporate Communications) to Mr Degen, Mr Wehle, Mr Reifenberg, Mr Cerutti and Mr Varvel (copied to other Credit Suisse personnel); emails from Mr Quinn to Dr Gottstein, Mr Wehle and Mr Cerutti (copied to other Credit Suisse personnel) dated 16 and 17 July 2020: CSA.6000.0002.1400; CSA.6000.0001.0472.

See also Financial Times article dated 20 August 2020: GCU.0006.0002.3361.

162RB. Notwithstanding the issues raised by the Financial Times, Credit Suisse:

a. relied on Greensill's responses to those issues without verification;

b. failed to undertake adequate inquiries in response to the issues; and

c. between 4 September 2020 and 26 February 2021, facilitated the Virtuoso Sub-Fund's acquisition of the Liberty France Notes the subject of the Applicants' claim.

Particulars

Email from Michel Degen to various Credit Suisse personnel on 14 July 2020 extracting response from Lex Greensill: CSA.6000.0002.1512.

Emails between Luc Mathys, Ludwig Sels, Lex Greensill, Michel Degen, Romeo Cerutti, Richard Meddings and Andreas Gottschling dated 20-21 August 2020: CSA.5000.0002.6049.

162S. On about 19 August 2020, CSAM (and/or CSFM and/or the Credit Suisse Group) learnt from an article in Bloomberg that the German Federal Financial Supervisory Authority (**BaFin**) was concerned about investments of the German Greensill Bank in companies controlled by Mr Gupta and was considering imposing caps on exposure to companies controlled by Mr Gupta and additional capital demands on Greensill Bank.

Particulars

BaFin's concerns are described in a Bloomberg article published on about 19 August 2020 titled *Billionaire Greensill's German Bank Draws Regulatory Scrutiny.* The Bloomberg article was forwarded by David Toff to Luc Mathys on 19 August 2020: CSA.5000.0002.6033 and to Mr Varvel, Mr Wehle, Mr Degen, Ms Warner and Mr Cerutti (copied to others) on 19 August 2020: CSA.6000.0001.0741. FINMA Ruling: CSA.0001.0011.7753 (at 0035). Further particulars may be provided following evidence and disclosure.

162T. In response to questions raised within Credit Suisse regarding the article referred to in the preceding paragraph:

a. a representative of CSAM (Mr Mathys) indicated that (*inter alia*) by the end of 2020, the supply chain fund would have a maximum obligor limit of 5% and a total sponsor risk exposure of 9% to make sure it was a highly diversified fund;

Particulars

Email from Mr Mathys to Mr Toff (copied to Nathalie Damman, Denis Gilliot, Paulus Janssen, Lukas Haas and Andreas Asche) dated 19 August 2020: CSA.5000.0002.6033.

a. Mr Degen indicated that the total exposure of the supply chain funds to entities associated with Mr Gupta was about US $1.16 billion, being about 16% of total exposure, though the exposure would come down further once hard limits of a maximum 5% per fund (as a limit for single obligors and multi-obligors) or 8% (as a sponsor limit) were implemented by the end of 31 December 2020.

Particulars

Email from Mr Degen to Mr Cerutti, James Quinn (Credit Suisse, Group Corporate Communications), Mr Varvel, Mr Wehle and Ms Warner (copied to others) dated 19 August 2020: CSA.5000.0002.6034.

162TA. On or about 1 September 2020, FINMA requested that Credit Suisse disclose the actions it took after the relationship between GAM and Greensill 'hit the press in summer 2019'.

Particulars

Letter from Simon Brönnimann and Marc Ribes (FINMA) to Lara Warner and Romeo Cerutti (Credit Suisse Group AG) dated 1 September 2020 (CSA.6000.0001.1179). The letter refers to an article published in the Financial Times entitled "System generated truncations": Greensill, Gupta and the hunt for the mystery holding company' (CSA.5000.0003.6330).

162TB. In about early September 2020, Credit Suisse requested certain information (including financial statements) about Liberty France (being the notes program associated with Mr Gupta which had been the subject of enquiries from journalists) for a "review", and was told that audited financial statements were not available.

Particulars

Email from Andreas Asche to Ludwig Sels and Ivan Jesensky dated 1 September 2020: GCU.0010.0015.0216.

Email from Divya Eapen (Deputy CRO, GCUK) to Mr Haas, Mr Asche and others at Greensill dated 11 September 2020: CSA.5000.0001.1784 attaching CSA.5000.0001.1785.

162U. As at about 18 September 2020:

a. the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was about US $1.16 billion; and

b. that exposure significantly exceeded the new limits on such exposures proposed to come into place by the end of the month, and also the designated "Hard Limits" for total exposure as at 31 July 2020 and 31 August 2020 respectively (see paragraph 162R above).

Particulars

Emails from Mr Haas to Mr Greensill, copying Mr Sels, Mr Degen and Mr Mathys dated 18 September 2020: CSA.5000.0002.6232.

Emails between Mr Degen and Mr Haas dated 18 September 2020: CSA.7000.0001.7074.

162UA. By about 25 September 2020, the Credit Suisse risk management team identified concerns with Greensill, and insofar as these concerns related to entities associated with Mr Gupta, these concerns included:

a. potential balance sheet concentrations, where Credit Suisse had no detail about the credit quality of borrowers and lending concentrations, and Bloomberg had mentioned in August that BaFin and the German deposit protection scheme already had concerns about loan growth and potential lending concentrations in Greensill's portfolio, particularly to GFG Alliance / Sanjeev Gupta companies;

b. regulatory scrutiny over its linkage with Mr Gupta and GFG; and

c. reputational risk issues around GAM.

Particulars

Email from Tom Wootton to Lara Warner and others dated 25 September 2020 (CSA.5000.0003.6619).

162V. On about 25 September 2020, CSAM informed Greensill to the effect that:

a. the "hard guidelines" in place at that time with respect to Greensill has been communicated and checked by risk, legal and compliance;

a. the "GFG Sponsor Limit" for the Virtuoso Sub-Fund was "not ok", where at the time "GFG Exposure" was 13.95% (US $776 million) rather than 11% (US $585 million);

b. the "GFG Sponsor Limit" for the Nova Sub-Fund was "not ok", where at the time GFG Exposure was 33.6% (US $386 million) rather than 21% (US $240 million).

Particulars

Email from Mr Haas to Mr Asche dated 25 September 2020 CSA.7000.0001.7091.

Email from Mr Mathys to Mr Greensill (copied to Mr Degen and Mr Sels) dated 25 September 2020: CSA.7000.0002.2894.

Marsh has not presently identified in Credit Suisse's discovered documents the "communication" and "checking" of the above limits by risk, legal and compliance. Further particulars may be provided following disclosure and evidence.

162VA. On about 28 September 2020, Greensill and CSAM agreed on an extension to the newly introduced sponsor risk limits as per 30 September 2020.

Particulars

See emails between Mr Greensill, Mr Mathys, Mr Degen and Mr Milenkovic dated 28 September 2020 (CSA.5000.0003.6641). The terms of that extension were as set out in the email chain.

162VB. Marsh repeats paragraph 205C below.

162VC. At some point by at least about late September 2020, Ms Warner and Mr Greensill discussed the "hard guidelines" as of 31 December 2020 with respect to reducing exposure to entities associated with Mr Gupta, and Mr Greensill confirmed his agreement to those hard guidelines.

Particulars

This is recorded in an email from Mr Mathys to Mr Greensill, copying Mr Degen and Mr Milenkovic on about 28 September 2020 (CSA.5000.0003.6641).

162VCA. By about 8 October 2020, Credit Suisse risk management identified that:

a. Mr Gupta's group of companies represented 35% of Greensill's net revenue;

b. by June 2020, Greensill Bank had invested about $4.2 bn in Greensill-originated assets;

c. about 50% of Greensill Bank's balance sheet was exposed to Mr Gupta's group of companies;

d. BaFin had identified this as a concern and had imposed a mandate to reduce this concentration risk, which might restrict Greensill's ability to fund Gupta receivable notes in the future;

e. adverse press coverage and historical negative news with respect to GFG was a risk to continued funding and insurance, being key elements of Greensill's business.

Particulars

Email from Tom Wootton to Lara Warner and others dated 8 October 2020 (CSA.7000.0001.2317).

162VD. By 28 November 2020 at the latest, representatives of the Credit Suisse Group were aware of a number of instances where GCUK had to intervene to settle notes on behalf of GFG, including an amount of $24.5m, representing the interest portion on the principal payment owed by GFG, which GCUK paid to investors on behalf of various GFG related entities.

Particulars

Email from Baptiste Fouillade (Credit Suisse) to Mithil Vengurlekar (Credit Suisse) and Shane Clark (Credit Suisse), copying others, attaching a report from KPMG dated 8 September 2020 entitled 'Project Sage' (CSA.7000.0002.1564).

162W. On about 2 December 2020, an "SUB Business Compliance" team within Credit Suisse advised against the opening of a business relationship with SIMEC or related entities affiliated to Mr Gupta for corporate banking and trade finance purposes.

Particulars

Emails between Aris Stampfli (SUB CCO, Business Compliance – Corporate / Investment Banking, CSHA), Herbert Plank (Senior Strategic Advisor Trade Finance), Hamdi Arman (CTF KAM Geneva) and others dated 1 to 2 December 2020: CSA.7000.0003.0300.

Email from Thomas Herrmann to Lara Warner dated 27 February 2021: CSA.5000.0003.8596.

162X. As at about 31 December 2020:

a. the exposure of the Virtuoso Sub-Fund to entities associated with Mr Gupta was about US $777 million;

b. the exposure of the Nova Sub-Fund to entities associated with Mr Gupta was about US $408 million;

c. this was in breach of the agreed limits pleaded in paragraph 162R above.

Particulars

See email from Mr Haas to Ms Stowe and Mr Asche (copied to Mr Mathys and Mr Degen) dated 2 February 2021: CSA.7000.0002.3413.

162Y. For the start of 2021:

a. CSAM and Greensill had implemented a "sponsor" limit of 9% for the Virtuoso Sub-Fund and Nova Sub-Fund (see paragraph 162R above); and

b. that limit was breached, including in circumstances where:

i. the Nova Sub-Fund had exposure of about 27.4% to entities associated with Mr Gupta; and

~~i.~~ii. the Virtuoso Sub-Fund had exposure of about 10.4% to entities associated with Mr Gupta.

Particulars

See email from Mr Haas to Mr Sels and others dated 4 January 2021: CSA.5000.0002.7060.

Email from Charles Traband to Mr Milenkovic dated 23 February 2021: CSA.7000.0002.5870.

162YA. Marsh repeats paragraphs 205W to 205ZC below.

162YB. As at 13 January 2021, CSAM and Greensill reached a new agreement to reduce the exposure the sub-funds to GFG, including that from 7 January 2021, all notes would mature with no roll over.

Particulars

See emails involving Michel Degen, Eric Varvel, Luc Mathys and Lex Greensill dated 7 and 13 January 2021 (CSA.5000.0003.8802).

162YC. Despite the agreement described at paragraph 162YB, CSAM continued to purchase notes associated with Mr Gupta for the Virtuoso Sub-Fund and Nova Sub-Fund.

162Z. As at about 29 January 2021:

a. the total exposure of the Virtuoso Sub-Fund to entities associated with Mr Gupta was about US $742 million, comprising about 10.9% of net assets; and

b. the total exposure of the Nova Sub-Fund to entities associated with Mr Gupta was about US $340 million, comprising about 20.5% of net assets.

Particulars

See CSSF Breach Annexure at section 5.4 under the heading “GFG – Gupta Family Group” (p 102 and 103 of 127) (CSA.7000.0003.3919).

Email from Mr Haas to Ms Stowe and Mr Asche (copied to Mr Mathys and Mr Degen) dated 2 February 2021: CSA.7000.0002.3413.

162ZA. On about 29 January 2021, CSAM allowed Greensill to increase its exposure to entities associated with Greensill, up to a new limit of US $1.185 billion.

Particulars

Email from Mr Haas to Ms Stowe and Mr Asche (copied to Mr Mathys and Mr Degen) dated 2 February 2021: CSA.7000.0002.3413. Further particulars may be provided following evidence and disclosure.

162ZB. Between 30 November 2020 and 5 February 2021:

a. the Virtuoso Sub-Fund's exposure to GFG Alliance companies increased from US $778 million to US $809 million; and

b. the Nova Sub-Fund's exposure to GFG Alliance companies increased from US $395 million to US $401 million.

Particulars

CS Supply Chain Finance Funds – VF and GFG Report: CSA.7000.0002.3426.

162ZC. As at about 22 February 2021:

a. the total exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta was about USD1.228 billion; and

b. such exposure was in breach of a new limit agreed between CSAM and Greensill at the time of US $1.185 billion (see paragraph 162ZA above).

Particulars

See email chain from Mr Haas to a Greensill “Funds” email address and others from 10 February 2021 to 22 February 2021: GCU.0005.0038.1267; GCU.0005.0037.6930. Further particulars may be provided following disclosure and evidence.

162ZD. As at about 26 February 2021:

a. the aggregate exposure of the Nova Sub-Fund to entities associated with Mr Gupta represented about 22.4% of its Net Asset Value, which originated from two multi-obligor programs where the accounts receivable sellers were part of the GFG Alliance;

b. the aggregate exposure of the Virtuoso Sub-Fund to entities associated with Mr Gupta represented about 11.3% of its Net Asset Value as of 26 February 2021.

Particulars

Letter from CSFM to CSSF dated 13 March 2021, referred to in the CSSF Breach Annexure in section 4.3 under the heading “Concentration risks - Exposure to groups / alliances of companies/ businesses linked to a

common ultimate beneficial owner" (at p 73 of 127) (CSA.7000.0003.3919).

Overruling of decisions by Mr Haas to reject trades in order to reduce exposure to Mr Gupta

162ZE. At various points in the period from 2019 to February 2021, on multiple occasions Mr Haas proposed the rejection of trades in order to reduce the exposure of the sub-funds to entities associated with Mr Gupta, but where:

a. in the period until about mid-2020, he was overruled by senior management including Mr Degen; and

b. in the period from about mid-2020 onwards, he was told to the effect that Mr Degen has escalated the topic to Mr Varvel and Ms Warner, the topic was now being dealt with at a higher level of the bank, and that he should not worry about it any more.

Particulars

See transcript of interview by Walder Wyss and Deloitte of Mr Haas on 20 July 2021 (CSA.0001.0012.2852) at Q16, 18, 19, 67-72.

See transcript of interview by Walder Wyss and Deloitte of Mr Mathys on 11 August 2021 (CSA.0001.0012.2857) at Q47-49, 51, 53-55.

See transcript of interview by Walder Wyss and Deloitte of Mr Asche dated 2 July 2021 (CSA.0001.0012.2845) at Q20-21.

See Deloitte Report at [6.26.1]-[6.26.2].

H2 Failures with respect to investments with entities linked to Mr Gupta

163. In the premises pleaded in paragraphs 28 to 50, 135 to 162ZD, the acquisition of notes linked to entities associated with Mr Gupta by CSAM on behalf of the Virtuoso Sub-Fund and the Nova Sub-Fund occurred in circumstances where:

a. entities associated with Mr Gupta (or Mr Gupta himself) were (or at least had been) a significant investor in and/or lender to Greensill;

b. entities associated with Mr Gupta were a significant source of the receivables backing the notes acquired by the Virtuoso Sub-Fund and Nova Sub-Fund;

ba. CSAM (and/or CSFM, and/or other representatives of the Credit Suisse Group of which they formed part) were aware of a number of concerns or allegations involving entities associated with Mr Gupta and/or that there were credible allegations that implicated Mr Gupta and entities associated with Mr Gupta (including the GFG Alliance) in widespread fraudulent conduct and/or that there

were serious or credible concerns about the solvency of entities within the GFG Alliance and other entities to which the sub-funds were exposed;

c. CSAM (and/or CSFM) were on notice of the need for investors in the notes to conduct their own due diligence, investigations and analysis, and the risks of investments in the notes, including by reason of the matters set out in the Lagoon Park Base Memorandum, Wickham Base Memorandum and the Hoffman Base Memorandum;

d. the structure of the investment process with Greensill meant that CSAM had effectively delegated investment functions to Greensill, such that so long as certain predetermined criteria were met, CSAM was not exercising any discretionary investment management powers with respect to the acquisition of notes associated with Mr Gupta on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund (except to the extent that from about September 2019, CSAM had an ability to reject or dispose of notes if certain conditions were met, pursuant to the warehouse facility agreements, as pleaded at paragraph 50A above with respect to the Virtuoso Sub-Fund and at paragraph 65 above with respect to the Nova Sub-Fund);

e. the structure of the investment process with Greensill and the effective delegation of investment functions to Greensill meant that the notes associated with Mr Gupta were being acquired by CSAM on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund without CSAM (and/or CSFM) knowing about the receivables underlying the transaction (or in the alternative, knowing very limited information about those receivables); and

f. there was no formalised reporting on the exposure to entities associated with Mr Gupta before the end of 2020.

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [35].

164. In the premises pleaded in paragraphs 16 to 50 and 135 to 162ZD, CSAM (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM):

a. at about the times when the Virtuoso Sub-Fund and Nova Sub-Fund were respectively launched and/or the investment processes for those sub-funds were first implemented, did not perform adequate investigations or due diligence on the risks arising from the Virtuoso Sub-Fund and Nova Sub-Fund having a significant exposure to Mr Gupta and entities associated with him;

aa. at about the times when the Virtuoso Sub-Fund and Nova Sub-Fund were respectively launched and/or the investment processes for those sub-funds were first implemented, did not perform adequate investigations or due diligence on Greensill's relationship with Mr Gupta and associated entities and potential conflicts arising from that involvement;

b. at about the time of public allegations being made about issues at GAM relating to its investments with entities associated with Mr Gupta which were linked to Greensill, and given the circumstances of GAM's historical relationship with Greensill and the extent to which the investment processes of the Virtuoso Sub-Fund and Nova Sub-Fund were similar to and had their genesis in the processes of the Greensill GAM Fund, did not perform adequate investigations or due diligence on the risks arising from the Virtuoso Sub-Fund and Nova Sub-Fund having a significant exposure to Mr Gupta and entities associated with him;

c. at about the times when they were on notice (or persons within their corporate group were on notice) of concerns or allegations about Mr Gupta and entities associated with him, did not conduct adequate further investigations or due diligence as to the risks arising from the Virtuoso Sub-Fund and Nova Sub-Fund having a significant exposure to Mr Gupta and entities associated with him;

d. did not have sufficient knowledge of the nature and extent of the exposure of the Virtuoso Sub-Fund and the Nova Sub-Fund to entities associated with Mr Gupta;

e. did not have sufficient control over the nature and extent of the exposure of the Virtuoso Sub-Fund and the Nova Sub-Fund to entities associated with Mr Gupta;

f. at the times when notes backed by receivables linked to entities associated with Mr Gupta were acquired, did not perform adequate investigations or due diligence in respect of those transactions;

g. did not sufficiently identify, limit or monitor the risks for the Virtuoso Sub-Fund and Nova Sub-Fund arising from having a significant exposure to entities associated with Mr Gupta;

h. once they (and/or other persons within the Credit Suisse Group) were on notice of concerns regarding entities associated with Mr Gupta, took inadequate steps to address the risks arising from such concerns, where they:

    i. did not sufficiently further investigate those concerns, once they were on notice of them;

ii. ought to have sought or required that Greensill reduce the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Mr Gupta at an earlier point in time than what occurred;

iii. ought to have sought or required that Greensill reduce the exposure of the sub-funds to entities associated with Mr Gupta to nil (or in the alternative, much more significantly than what they in fact required);

iv. ought to have responded to the information in the Blacklist by requiring that Greensill not engage in transactions with blacklisted entities in connection with the investments of the Virtuoso Sub-Fund and/or Nova Sub-Fund;

v. to the extent CSAM and Greensill agreed at various points in time to reduce the exposure of the sub-funds to entities associated with Mr Gupta, ought to have more closely monitored whether the exposure was in fact being reduced in accordance with such agreements, and to the extent that such agreements were not being followed by Greensill, ought to have taken proactive steps to ensure that they were being followed;

i. during the period when Mr Gupta and/or entities associated with him were a significant investor or lender to Greensill, had delegated investment management powers to a third party which was in a position of conflict because Greensill had an incentive to use the sub-funds to finance other entities related to Mr Gupta, which may not have been in the best interests of other investors;

j. ought to have insisted on agreements reached with Greensill to reduce the exposure of the sub-funds to entities associated with Mr Gupta be recorded in the warehouse letters and internal investment guidelines (this being a matter which was agreed with Greensill on about 3 July 2020, as pleaded in paragraph 162R above, but not implemented);

k. ought to have insisted that Greensill remove and/or reduce its exposure to entities associated with Mr Gupta in the Virtuoso Sub-Fund, by relying upon the conditions introduced into the Virtuoso Warehousing Letter in about September 2019, as pleaded in paragraph 50A above); and/or

Particulars

As identified in the Deloitte Report at [6.20.3], CSAM did not conduct sufficient credit analysis in order to provide it with sufficient information to be able to execute this rejection right.

l. ought to have insisted that Greensill remove and/or reduce its exposure to entities associated with Mr Gupta in the Nova Sub-Fund, by relying upon the conditions introduced into the Nova Warehousing Letter in about September 2019, as pleaded in paragraph 65 above.

Particulars

As identified in the Deloitte Report at [6.20.3], CSAM did not conduct sufficient credit analysis in order to provide it with sufficient information to be able to execute this rejection right.

164AA. Further or in the alternative, as at the date when the Nova Sub-Fund was terminated, it had exposure of 14.6% to SSUK through the Rehbein multi-obligor program, which was in breach of the 10% limit pleaded at paragraph 60A above.

Particulars

This is explained in an internal email discovered by Credit Suisse / UBS from Aram Compton of CSAM to Ulrich Koerner of CSAM dated 8 March 2022 (CSA.5000.0008.2734). As explained in that email, this breach arose due to failures in how risk monitoring systems were established, and the result of the breach was that the Nova Sub-Fund was exposed to $85 million in losses which it would not otherwise have been exposed to.

I SOFTBANK

I1 SoftBank's investments with Greensill and in the Virtuoso Sub-Fund

164A. The company SoftBank Group Corp (**SoftBank**) used SoftBank Vision Fund L.P. (**Vision Fund**), a non-regulated limited partnership registered in Jersey, as a vehicle to make investments.

165. In about May 2019, Softbank, through its Vision Fund investment vehicle, made a US $800 million investment in Greensill.

Particulars

See email chain between representatives of Credit Suisse dated 13 May 2019 to 14 May 2019, circulating reports of the investment by the Vision Fund of US $80 million in Greensill: CSA.7000.0002.1375.

165A. On about 9 October 2019, the Risk Committee of the Board of Directions of the Credit Suisse Group (**Risk Committee**), in the context of a CRO Risk Update presented by Ms Warner and Tim Blake (Deputy Chief Risk Officer of Credit Suisse AG), noted that there

was zero risk appetite of the Risk Committee for further activity with the Vision Fund as a counterparty.

Particulars

Minutes of the Risk Committee meeting on 9 October 2019: CSA.5000.0008.2072. The 9 October 2019 meeting was attended by members of the Executive Board of the Credit Suisse Group (Andreas Gottschling as Chair of the Risk Committee and Ms Warner as a regular participant). As at the date of this pleading, Marsh has not identified any papers recording the CRO Risk Update presented at that meeting in the materials discovered by UBS.

Email from Michael Bumb (Credit Suisse Risk Committee Secretary) to Andreas Gottschling dated about 11 January 2021 enclosing extracts of Risk Committee meetings: CSA.5000.0008.2067 (to the extent the document can be understood, where it has been heavily redacted by UBS). CSA.7000.0001.9177.

This occurred in a context where at least Mr Gottschling (Head of the Risk Committee) was raising concerns with the Credit Suisse Group being involved with Softbank-related entities, including due to his experiences in previous business dealings with those entities when he worked at Deutsche Bank: see transcript of Wenger Plattner interview with Mr Gottschling dated 23 May 2022 at [7.4.3], [14] (CSA.5000.0008.3302).

Further particulars may be provided following evidence and disclosure.

166. In about October 2019, Softbank, through its Vision Fund investment vehicle, made an additional US $655 million investment in Greensill.

166AA. On about 24 October 2019, Greensill informed CSAM of the investment by SoftBank described in the preceding paragraph.

Particulars

See email from Mr Haas to Mr Greensill, Mr Sels, Mr Jevensky, Mr Downes of Greensill, and Mr Degen and Mr Milenkovic of CSAM, dated 25 October 2019, recording minutes of meeting between CSAM and Greensill (CSA.7000.0001.6959).

166AB. In about October 2019, following the additional investment in Greensill by the Vision Fund as pleaded in paragraph 166:

a. Greensill increased the sub-funds' exposure to other Vision-backed companies to more than 15% of the SCF funds' total assets under management;

b. as a result, Greensill provided, through the issuance of notes originated by Greensill and purchased by the sub-funds, material financing to companies in which the Vision Fund held equity stakes, thereby financially supporting these companies.

Particulars

Presentation by CSFM dated 26 February 2021, as described in the CSSF Breach Annexure at section 5.3 under the heading "5.3 – Preferential treatment granted to SoftBank Group Corp" (CSA.7000.0003.3919). See also section 5.4 of the CSSF Breach Annexure. –See the Deloitte Report at [2.1.12].

166AC. On about 4 December 2019, the Risk Committee met and, in the context of the CRO Risk Update presented by Ms Warner and Mr Blake:

a. management provided an update on SoftBank and the Vision Fund, addressing Credit Suisse's direct and indirect exposure;

b. the Risk Committee noted that there was no more appetite for increasing that exposure; and

c. the Risk Committee requested a deep dive into credit and reputational risk for Credit Suisse associated with Credit Suisse's exposure to SoftBank and Vision Fund.

Particulars

Minutes of the Risk Committee meeting on 4 December 2019: CSA.5000.0008.1914. The 4 December 2019 meeting was attended by members of the Executive Board of the Credit Suisse Group (Mr Gottschling as Chair of the Risk Committee and Ms Warner as a regular participant). As at the date of this pleading, Marsh has not identified any papers recording the CRO Risk Update presented at that meeting in the materials discovered by UBS. Further particulars may be provided following evidence and disclosure.

Email from Michael Bumb to Andreas Gottschling dated 11 January 2021 enclosing extracts of Risk Committee meetings: CSA.5000.0008.2067 (to the extent the document can be understood, where it has been heavily redacted by UBS).

See Deloitte Report at [6.131.2].

166AD. In the fourth quarter of 2019, the sub-funds' exposure to SoftBank-related companies rose from US $100 million to more than US $1.2 billion.

166AE. On 5 February 2020, the Risk Committee met and:

a. discussed a "SoftBank review", which was in the form of a paper;

b. inquired about Credit Suisse's exposure and noted that the paper did not focus on revenue generation but rather focused on risk management, and noted that reputational risk would also need to be addressed;

c. noted that the review missed some pieces and required re-work, and requested for the next Risk Committee a more detailed assessment covering the entire SoftBank ecosystem and providing a true view on risk; and

d. reiterated its zero appetite to increase the exposure to SoftBank and requested a playbook on how to run down Credit Suisse's exposure.

Particulars

Minutes of the Risk Committee meeting on 5 February 2020: CSA.5000.0008.3648. The 5 February 2020 meeting was attended by members of the Executive Board of the Credit Suisse Group (Mr Gottschling as Chair of the Risk Committee and Ms Warner as a regular participant). Marsh notes that it has identified in UBS's discovery a Risk Review and Analysis dated January 2020: CSA.7000.0002.8280, the discovered version of which has been heavily redacted by UBS to the extent it is virtually unintelligible. This document appears to be the SoftBank review referred to in the 5 February 2020 minutes of the Risk Committee meeting. Marsh has otherwise not identified in the material discovered by UBS a copy of any re-worked assessment for the Risk Committee. Further particulars may be provided following evidence and disclosure.

Email from Michael Bumb to Andreas Gottschling dated 11 January 2021 enclosing extracts of Risk Committee meetings: CSA.5000.0008.2067 (to the extent the document can be understood, where it has been heavily redacted by UBS).

166AF. As at about 25 February 2020:

a. the exposure of the sub-funds to SoftBank related assets was about $1.254 billion to Vision Fund investments, and about $25 million to SoftBank Group subsidiaries; and

b. Mr Degen wrote to Mr Mathys stating to the effect that he did not want any more exposure to SoftBank, where the exposure was already at about $1.3 billion, and its companies were all "on the brink".

Particulars

Emails involving Mr Haas, Mr Mathys and Mr Degen dated 25 February 2020: CSA.5000.0008.2860.

166AG. In about March 2020, there were significant redemptions in the Virtuoso Sub-Fund and Nova Sub-Fund by investors resulting from the COVID-19 pandemic.

Particulars

See Deloitte Report at [6.58.1]-[6.58.4].

166B. In about mid-March 2020, Mr Degen informed persons within the Credit Suisse Group about the possibility of suspending redemptions of the Virtuoso Sub Fund and Nova Sub-Fund.

166C. On about 15 March 2020, Mr Degen informed Mr Greensill of the possibility of suspending redemptions and asked Mr Greensill to consider discussing this possibility with his business partners and preparing them for the worst-case scenario.

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0029 (at [73]).

Email from Mr Degen to Mr Greensill (copied to Mr Solo, Mr Mathys, Mr Haas and Mr Sels) dated 15 March 2020: CSA.5000.0008.1832.

This was in circumstances where suspension or closure of the sub-funds would have been expected to impact GCUK materially, given the sub-funds formed a significant portion of its business, such that it was in GCUK's interests to source a substantial inflow into the funds as soon as possible: see Deloitte Report at [6.59.3].

166D. On about 16 March 2020, Mr Greensill informed Mr Degen to the effect that he had almost finished arranging SoftBank putting $3 to 4 billion into the Virtuoso Sub-Fund in the next week.

Particulars

Text message from Mr Greensill to Mr Degen at 11:05pm: "Hi Michel. I am almost done on SoftBank putting $3-4bn into Virtuoso in the next week. Let's chat tomorrow. Lex." (GCU.1000.0002.3595).

166E. On about 17 March 2020, Mr Greensill presented SoftBank as a potential investor in the sub-funds, and informed CSAM that SoftBank could potentially subscribe $4 billion into the sub-funds.

Particulars

See the Deloitte Report at [2.1.14], [6.60.1].

167. By about the end of March 2020, the Virtuoso Sub-Fund and Nova Sub-Fund had significant exposures to Vision Fund companies, having substantially increased those exposures from the position approximately 9 months earlier.

Particulars

The existence of such increased exposures is described in media reporting. See the article "SoftBank invests in Credit Suisse funds financing technology bets" in the Financial Times dated about 14 June 2020, which referred to, *inter alia*,

i. documents sent to investors which showed that:

   i. the funds had ramped up their exposure to several start-ups in the Vision Fund over the past year;

   ii. as at the end of March 2020, four of the top 10 largest exposures for the Virtuoso Sub-Fund were to Vision Fund companies, accounting for 15% of its $5.2bn assets (which companies included companies hit hard by the coronavirus crisis, such as Indian hotel business Oyo and struggling car subscription start-up Fair);

   iii. Fair was also the second-largest exposure for the Nova Sub-Fund at the end of 2019;

ii. audited accounts for both the Virtuoso Sub-Fund and Nova Sub-Fund which showed they had no exposure to Fair at the end of October 2019, suggesting that they only began financing that company after difficulties which it was facing came to the fore.

See also the article published on the Financial News website on 28 April 2020: "How Credit Suisse clients finance Softbank's Vision Fund", referencing that Fair, Oyo, window manufacturer View and auto sales company Guazi were among the top ten holdings as of April, whereas none were in the top 10 the previous summer according to fund marketing materials, indicating that financing to these Vision Fund businesses picked up after SoftBank bought into Greensill.

See also, for the Virtuoso Sub-Fund: Credit Suisse (Lux) Supply Chain Fund presentations dated August 2019 (CSA.5000.0001.0923 at 0009), and dated May 2020 (CSA.5000.0002.5114 at 0009).

See also, for the Nova Sub-Fund: Credit Suisse Nova (Lux) Supply Chain Finance High Income Fund presentations dated August 2019 (CSA.5000.0003.3208 at 0009), dated November 2019 (CSA.5000.0003.4209 at 0009), dated December 2019 (GCU.0010.0013.0766 at 0010), dated January 2020 (CSA.5000.0003.4597 at 0009), dated April 2020 (CSA.5000.0003.4836 at 0009), and dated May 2020 (GCU.0013.0008.3946 at 0010).

See also emails between Mr Haas, Mr Mathys and Mr Degen dated 25 February 2020 regarding SoftBank exposure: CSA.5000.0008.2860

See also Draft Talking Points for Luc Mathys meeting dated 24 July 2020: CSA.6000.0002.7929.

See also Draft Talking Points for Michel Degen meeting dated 24 July 2020: CSA.6000.0002.7930.

See also Internal Review of CSAM SCF Funds dated 20 October 2020: CSA.7000.0001.0905 at item 40.

See Deloitte Report at [6.62.1].

Further particulars may be provided following evidence and disclosure.

168. At the time of the proposed investment, CSAM was aware that the Vision Fund was a material equity investor in Greensill~~[Not used]~~.

Particulars

See Deloitte Report at [6.62.1].

169. In about March 2020:

a. there were very heavy redemptions in the Virtuoso Sub-Fund and the Nova Sub-Fund as many investors sold fund units on a large scale;

b. the Virtuoso Sub-Fund and Nova Sub-Fund were close to closure, as they no longer had sufficient liquidity to make payouts on further redemptions of fund units.

Particulars

See Deloitte Report at [6.64.1]-[6.64.2].

170. On about 24 March 2020, SoftBank invested US $1.5 billion in the Virtuoso Sub-Fund.

170AA. At no stage did CSAM consider SoftBank's underlying motives for the investment, despite the fact that:

a. investments on a multi-billion dollar scale are exceptionally rare;

b. Softbank was willing to subscribe such a substantial amount into a fund that was otherwise experiencing significant redemptions and liquidity challenges;

c. Mr Greensill was able to source this investment from SoftBank only 2 days after he was initially notified about the possibility of gating the sub-funds;

d. there was short notice between the announcement of the investment and the date by which SoftBank intended to complete it;

e. there was a lack of due diligence performed by SoftBank on the sub-funds and the associated investment processes; and

f. there was the potential for conflicts between SoftBank, Vision Fund, GCUK (in whom SoftBank, via the Vision Fund, was an equity investor) and the four SoftBank backed companies for whom notes were held within the sub-funds.

Particulars

See Deloitte Report at [6.63.1]-[6.63.6].

I2 The "side letter" between SoftBank and CSFM

170A. On about 24 March 2020:

a. SoftBank informed CSAM it required CSAM to enter into a side letter in return for its investment of US $1.5 billion in the Virtuoso Sub-Fund;

b. at about 6:41am, Greensill instructed CSAM to ignore Softbank's request to enter the side letter; and

c. at 7:32am, Mr Degen instructed Mr Mathys to ignore SoftBank's request to enter the side letter.

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0029 ([75]).

Email correspondence between Morrison & Foerster LLP and Credit Suisse dated 24 March 2020: CSA.5000.0002.4601. ~~The email chain contains redactions.~~

Email from Mr Sels to Mr Mathys, Mr Haas and others dated 24 March 2020 at 6:43am: "*This request comes completely unexpectedly. May we kindly ask you to ignore this request entirely*": CSA.5000.0008.4069.

Email from Mr Degen to Mr Mathys dated 24 March 2020 at 7:32am: "*No side letter… we just say no*…": CSA.5000.0008.4069.

Draft Talking Points for Luc Mathys' meeting dated 24 July 2020: CSA.6000.0002.7929.

Further particulars may be provided following evidence and disclosure.

171. Notwithstanding the exchanges set out in the preceding paragraph, on about 24 April 2020, in the context of the US $1.5 billion investment by SoftBank in the Virtuoso Sub-Fund, SoftBank, the Virtuoso Parent and CSFM entered into a "side letter" pursuant to which CSFM and the Virtuoso Parent, *inter alia*:

a. agreed not to acquire supply chain finance assets outside the Greensill Capital program at any time while SoftBank had any investment in the Virtuoso Sub-Fund; and

b. confirmed that the Nova Sub-Fund would source investments solely from the Greensill Capital Supply Chain Finance program while SoftBank had any investment in the Virtuoso Sub-Fund,

(the **Side Letter**).

Particulars

See the side letter at CSA.5000.0002.6828.

171A. The Side Letter was:

a. drafted by Credit Suisse representatives;

b. on about 30 March 2020, provided to SoftBank's external counsel at their request; and

c. negotiated between CSAM and SoftBank's external counsel.

Particulars

Emails between Mr Hass, Chris Kandel (Partner, Morrison & Foerster (UK) LLP), John Burge (Of Counsel, Morrison & Foerster (UK) LLP), Christian Mossdorf (Credit Suisse) and others dated 23 March 2020 to 7 April 2020: CSA.7000.0001.1113.

Draft Talking Points for Luc Mathys meeting dated 24 July 2020: CSA.6000.0002.7929.

Draft Talking Points for Michel Degen meeting dated 24 July 2020: CSA.6000.0002.7930.

172. The Side Letter amounted to a restriction on the terms of the Offering Memorandum for the Virtuoso Sub-Fund, the terms of which Offering Memorandum allowed for CSAM to acquire notes outside Greensill.

173. From about late April 2020 to June 2020, media reporting raised concerns about the risks to other investors in the sub-funds arising from their relationship with SoftBank.

Particulars

See article published on Financial News website on 28 April 2020: "How Credit Suisse clients finance Softbank's Vision Fund", which raised that the relationship between SoftBank and the Credit Suisse sub-funds could be a source of concern.

See article "SoftBank invests in Credit Suisse funds financing technology bets" in the Financial Times dated about 14 June 2020, which described a "circular flow of funding" including as follows:

> *"The arrangement has allowed SoftBank effectively to provide financial assistance to other Vision Fund companies by paying their suppliers upfront but through a fund commingled with other investors and financing other companies.*
>
> *This means external investors also bear the risk of these companies failing to pay their debts, which one person familiar with the arrangement said could prove problematic if they are unaware of SoftBank's substantial interest.*
>
> *"You thought you were in an arms-length arrangement where all your fellow investors had a pure financial interest… Imagine you then found that, in fact, some of your co-investors were funding themselves".*

See also Powerpoint presentation referring to "FINMA Request", dated June 2020, which referred to "potential conflict of interest" that had been "mentioned in the different press articles", and asked Credit Suisse how such conflicts were assessed: CSA.7000.0003.1296.

See Deloitte Report at [2.1.15].

174. The Side Letter, as well as allegations of "circular financing", were ~~was~~ the subject of an investigation by the law firm Cahill Gordon & Reindel LLP (**Cahill**)~~, which found, at least, that the Head of CSAM CH/EMEA and certain of his employees who were involved in~~

~~the side letter issue had failed to consider the conflicts of interest and violations of the requirement to treat investors equally~~.

Particulars

See April 2022 AGM RFI: MAR.0008.2000.0001.

175. On about 11 July 2020, Cahill provided the Credit Suisse Group with a report (**Cahill Report**) which:

a. identified that Luxembourg counsel had concluded that the Side Letter created a conflict of interest, because it limited the funds' discretion in a way which may not have been in the best interests of other investors, and where this constituted preferential treatment for SoftBank because it provided it with a benefit not afforded to other investors, about which other investors were not aware;

b. identified that, irrespective of the Side Letter:

i. a conflict also arose because once Softbank invested in Greensill, Greensill had an incentive to use the sub-funds to finance other Softbank-backed companies, which may not have been in the best interest of other investors;

ii. after October 2019, once Softbank had raised its investment in Greensill to roughly US $1.455 billion, the sub-funds exposure to such Softbank-related companies rose from US $100 million to more than US $1.2 billion in the fourth quarter of 2019 (where some of those Softbank-related companies were distressed), and CSAM continued to buy notes exposed to these companies at a steady rate in 2020;

iii. CSAM's purchases of the Softbank-related notes continued after Softbank had invested in the Virtuoso Sub-Fund, compounding the conflict by effectively allowing Softbank to finance its ventures, including Greensill, while spreading the risk to the funds' other investors; and

c. found that the Head of CSAM / EMEA and certain employees who were involved in the Side Letter had failed to consider the conflicts of interest and violations of the requirement to treat investors equally.

Particulars

See April 2022 AGM RFI on pages 9 and 10: MAR.0008.2000.0001.

Cahill Report: CSA.6000.0002.1332

A copy of the review by Cahill as provided tofor FINMA on 30 July 2020 has been discovered, however it has been redacted in part: see CSA.5000.0004.8697.

See Deloitte Report at [2.1.16].

Further and better particulars may be provided following disclosure.

176. The conflicts of interest identified by Cahill, as described in the preceding paragraph, existed.

Particulars

The conflicts are explained in the Cahill Report, and summarised in the preceding paragraph.

See also Deloitte Report at [6.62.2]: "First, [the investment from SoftBank] created a circular financing such that SoftBank would effectively be lending to companies backed by their own Vision Fund by providing up-front payment to their suppliers. Secondly, it also meant that SoftBank were supporting Greensill Capital, another company in which they themselves had a substantial interest, by helping them to avoid the potentially serious impact that they would have experienced if the SCF Funds were to close, which was likely if they had not invested. This may also have created additional incentives (and created capacity) for Greensill Bank to continue lending to SoftBank backed companies, which may not have been in the interests of the SCF Funds".

See also interview by Walder Wyss and Deloitte with John Tiner of the Credit Suisse Group Board of Directors on 10 June 2021 (CSA.0001.0012.2932) at Q7: "The failure to disclose the side letter was almost certainly not right. You cannot have such agreements which are outside the legal framework. The very obvious conflict that that creates. As they said even before the side letter, they rarely rejected anything from Greensill because of the Softbank and Greensill relationship. So, the conflict already existed before".

176A. On about 27 July 2020, Eric Varvel, the Global Head of Asset Management for the Credit Suisse Group, issued sanction memoranda to Mr Degen and Mr Mathys for their role in the Side Letter.

Particulars

Luc Mathys Sanction Memorandum dated 27 July 2020: CSA.5000.0004.8700.

Michel Degen Sanction Memorandum dated 27 July 2020: CSA.5000.0004.8699.

176B. On about 31 July 2020, Romeo Cerutti (General Counsel, Credit Suisse Group and member of the Executive Board) sent the sanction memoranda for Mr Degen and Mr Mathys to FINMA.

Particulars

Email from Romeo Cerutti to FINMA on 31 July 2020: CSA.5000.0004.8698.

176C. The sanction memoranda imposed a "Reprimand with Final Warning" level 4 sanction on each of Mr Degen and Mr Mathys.

176D. The reasons given for the imposition of a level 4 sanction for Mr Degen and Mr Mathys included:

a. that the relationships between the sub-funds, SoftBank and Vision Fund had given rise to issues of preferential treatment and conflicts of interest that should have been disclosed to investors under relevant EU, Luxembourg, and Liechtenstein fund regulations, but were not; and

Particulars

Luc Mathys Sanction Memorandum dated 27 July 2020: CSA.5000.0004.8700.

Michel Degen Sanction Memorandum dated 27 July 2020: CSA.5000.0004.8699. FINMA Ruling: CSA.0001.0011.7753 at 0031 ([80]).

b. Mr Degen and Mr Mathys were involved in preparing a response to questions from FINMA in or about May 2020 that was provided to FINMA on or about 6 May 2020 which included a misleading statement that CSAM had full discretion when it came to security selection and risk management of the sub-funds, which was inconsistent with the warehousing agreements which limited CSAM's discretion to reject notes offered by Greensill and with the Side Letter which imposed additional restrictions on CSAM's discretion in security selection.

Particulars

Michel Degen Sanction Memorandum dated 27 July 2020: CSA.5000.0004.8699.

Luc Mathys Sanction Memorandum dated 27 July 2020: CSA.5000.0004.8700.

FINMA Ruling: CSA.0001.0011.7753 at 0031 [80]).

176DA. On 14 September 2020, Mirjam Stähli sent an email to Christian Mossdorf, with an "Informal Education reminder", noting that Mr Mossdorf had not fulfilled the expectations under (*inter alia*) Credit Suisse's "Identification and Management of Conflicts of Interest Policy (GP-00293)" in respect of his conduct in relation to the entry into the Side Letter.

Particulars

The email from Mirjam Stähli is at CSA.7000.0002.5966.

177. The Side Letter:

a. was the subject of a report to the Swiss Financial Market Supervisory Authority (**FINMA**), a Swiss regulator;

Particulars

See the April 2022 AGM RFI: MAR.0008.2000.0001.

See also Internal Briefing to Dr Gottstein for FINMA meeting on 10 September 2020 dated September 2020: CSA.7000.0001.2074.

aa. was the subject of a finding by FINMA that CSAM and Credit Suisse had breached their obligations to disclose conflicts of interests, to ensure an adequate management organisation and to provide information pursuant to the Financial Market Supervision Act;

Particulars

November 2020 FINMA Reprimand Letter: CSA.5000.0008.3711; CSA.6000.0001.3511 (translated version).

b. was the subject of a report to the Commission de Surveillance du Secteur Financier (**CSSF**), a Luxembourg regulator;

Particulars

The fact that the CSSF was informed about the facts is described in the April 2022 AGM RFI on page 10: MAR.0008.2000.0001. Further and better particulars may be provided following evidence and disclosure.

c. was the subject of a report to the Board of Directors, who discussed the matter and the results of the Cahill investigation, and also took note of disciplinary proceedings against the responsible persons;

Particulars

The fact that the Board was informed about the facts is described in the April 2022 AGM RFI on page 10: MAR.0008.2000.0001.

Further and better particulars may be provided following evidence and disclosure.

ca. was the subject of a ruling by FINMA;

Particulars

FINMA Ruling: CSA.0001.0011.7753.

d. led to the Head of CSAM Switzerland / EMEA (Mr Degen) being subject to disciplinary action, which resulted, among other things, in a severe reduction in his compensation;

Particulars

The fact of this disciplinary action is described in the April 2022 AGM RFI on page 9: MAR.0008.2000.0001. Further and better particulars may be provided following evidence and disclosure.

e. led to action being taken against other individuals who had engaged in misconduct in connection with the Side Letter;

Particulars

The fact of this disciplinary action is described in the April 2022 AGM RFI on page 9: MAR.0008.2000.0001. Further and better particulars may be provided following evidence and disclosure.

f. was ultimately cancelled, resulting in SoftBank withdrawing its money.

Particulars

See April 2022 AGM RFI on page 9: MAR.0008.2000.0001.

177AA. Following receipt of the Cahill Report and being notified about the sanctions imposed on Mr Degen and Mr Mathys, members of the Risk Committee of the Board of the Credit Suisse Group considered that the conduct was serious and the internal sanctions imposed were inadequate.

Particulars

See interview by Deloitte and Walder Wyss with Mr Gottschling on 21 May 2021 (CSA.0001.0012.2926) at Q13: “It was not only a side letter but a side letter in a dodgy outfit”; and at Q19: “No, I was not involved otherwise I would have fired them. I made that statement. I said they are not appropriate”.

See email from Mr Meddings to Mr Cerutti, Mr Rohner, Mr Gottschling and Dr Gottstein dated 12 July 2020 (CSA.5000.0008.3549), including as follows:

> My reaction is one of disappointment that this could be allowed to happen… I also think it important that we are very transparent to the regulators.... The behaviour of the executives is, I am sorry to say, either negligent or worse. This was a major transaction and it is not credible that senior individuals could simply forget to follow up…

See also response from Dr Gottstein dated 12 July 2020 (CSA.5000.0008.3549).

See also interview by Walder Wyss and Deloitte with John Tiner of the Credit Suisse Group Board of Directors on 10 June 2021 (CSA.0001.0012.2932) at Q9-11.

E.g. see also Mr Gottschling's interview with Wenger Plattner dated 23 May 2022 at [7.4.2]-[7.4.3], [20.2]-[20.2.1], [25.1.2], [30.1]-[30.2], [31]-[31.3], [37.2-37.2.3], [50] (CSA.5000.0008.3302); Mr Mathers' interview with Wenger Plattner dated 16 May 2022 at [12.1] (CSA.5000.0008.3299); Mr Meddings' interview with Wenger Plattner dated 12 May 2022 at [9], [12], [21]-[22.1], [30]-[31.4] (CSA.5000.0008.3307).

177AB. In about September 2020, following a meeting between Mr Gottschling and FINMA, Dr Gottstein confronted Mr Gottschling for his communications with FINMA following the side letter and circular financing matters, accusing Mr Gottschling of triggering enforcement proceedings against Mr Degen.

Particulars

Eg interview by Deloitte and Walder Wyss with Mr Gottschling on 21 May 2021 at Q19 and Q30 (CSA.0001.0012.2926): "We had discussions in the CFCCC where I told that Mr Degen had to be fired. I had a meeting with FINMA and told afterwards Thomas Gottstein that we had to fire Mr Degen because monetary fine would not do it but Thomas Gottstein defended him. He challenged me very aggressively and told me I would undermine things. But that's not how I see governance and I stand by my opinion that Mr Degen should have been fired"… "I was nearly assaulted by Thomas Gottstein. I had told FINMA that not every cultural problem can be solved with money. Thomas Gottstein accused me that I would have initiated [proceedings against Mr Degen] by my statements in the meeting".

I3 Non-compliance with requirements to reduce the exposure to SoftBank

177AC. Marsh repeats paragraphs 177AA above and 205AF to 205C below.

177AD. On about 17 June 2020, CSAM informed Mr Greensill to the effect that they needed to reach a reliable agreement with respect to SoftBank, otherwise he would need to run down the funds.

Particulars

Text message from Mr Degen to Mr Greensill: "We need to talk this week…. this cannot happen again; we have CS shareholders asking us why we finance that many SoftBank companies; board members from the risk committee is calling; clients asking same questions; etc… it's all over the place in this bank… from Legal to Risk – ExB to Board… I am also not willing to jeopardize constantly every couple of months the business and peoples careers… we have to adress it and it has to end… and we need a reliable agreement that addresses the issues in due time… I am at a point where I otherwise have to run down the funds! I want to be as transparent – but his situation is not good for any of us" (GCU.1000.0002.3595).

177B. On about 23 June 2020, CSAM was informed that:

a. Ms Warner wanted to be made aware before Credit Suisse did any business with SoftBank, including investments in Credit Suisse's funds; and

b. Credit Suisse had zero appetite in dealing with the Vision Fund and was very sensitive to business with SoftBank.

Particulars

Email from Tony Patti (Credit Suisse CRO Division) to Mr Varvel, Mr D'Angelo, Mr Degen and Michael Levin dated 23 June 2020: CSA.6000.0002.0895.

178. In about June or July 2020, following the issues which had arisen with respect to the Side Letter and circular financing, ~~:the compliance team within CSFM (and, or alternatively, the Credit Suisse Group) conducted an investigation into the financing of companies related to SoftBank by the Virtuoso Sub-Fund and Nova Sub-Fund; and following that investigation, CSAM and/or CSFM~~ Dr Gottstein (or alternatively, an unidentified representative of Credit Suisse Group or CSFM or CSAM) ~~(and/or the Credit Suisse Group) required (or alternatively, requested) that~~sought that the exposure of the sub-funds to SoftBank be reduced by 31 December 2020 to a total of 5% of the

total volume of notes of each fund, to be achieved by selling notes from Softbank portfolio companies to third parties or by no longer acquiring new notes from SoftBank portfolio companies when the corresponding notes matured.

Particulars

See April 2022 AGM RFI on pages _0008 and _0009: MAR.0008.2000.0001.

See also transcript of interview by Deloitte and Walder Wyss with Mr Degen on 12 July 2021 at Q48 (CSA.0001.0012.2850), to the effect that Mr Degen was instructed by Dr Gottstein to bring down the sponsor limit for Vision Fund backed companies to 5%.

Note that the April 2022 AGM RFI also refers to "Compliance" demanding an overall reduction of the exposure, but from the unredacted documents discovered by Credit Suisse / UBS to date, it is not clear to Marsh which person(s) in compliance that is a reference to.

~~As far as Marsh is presently aware, UBS has not discovered any other documents recording the investigation by the compliance team, or the demands by the compliance team to CSFM and/or CSAM.~~

Further particulars may be provided following evidence and disclosure.

178A. On about 3 July 2020:

a. the total overall sponsor risk exposure of the Virtuoso Sub-Fund to SoftBank was about 24%;

b. the total overall sponsor risk exposure of the Nova Sub-Fund to SoftBank was about 15%;

c. Greensill Capital and CSAM entered into an agreement to reduce the exposure to entities associated with SoftBank, which agreement included a "Hard Limit" of:

i. for the Virtuoso Sub-Fund, 22% overall sponsor risk exposure to SoftBank by 31 July 2020; 20% by 31 August 2020; 18% by 30 September 2020; 16% by 31 October 2020; 14% by 30 November 2020, and 7% by 31 December 2020;

ii. for the Virtuoso Sub-Fund, 4% single obligor limit exposure by 31 July 2020, 4% by 31 August 2020; 4% by 30 September 2020; 3% by 31 October 2020; 3% by 30 November 2020, and 3% by 31 December 2020; and

iii. for the Nova Sub-Fund, 13% overall exposure to SoftBank by 31 July 2020; 11% overall exposure to SoftBank by 31 August 2020; 10% overall exposure to SoftBank by 30 September 2020; 8% overall exposure to SoftBank by 31 October 2020; and 8% overall exposure to SoftBank by 30 November 2020, and 5% by 31 December 2020 (together with (i) and (ii), to the extent they concern the limit as at 31 December 2020, the **SoftBank Limit**),

as well as that the number of Vision Fund related companies to which the sub-funds were exposed would be reduced to a maximum of 5 by the end of September and a maximum of 4 by the end of the year.

Particulars

Email from Mr Greensill to Luc Mathys (copied to Lukas Haas, Michel Degen and Ludwig Sels) dated 3 July 2020: GCU.0005.0029.3387 attaching signed agreement: GCU.0005.0029.3388. Further details concerning this agreement are pleaded in paragraph 162R above.

Marsh notes that subsequently, on 22 July 2020, an email from Mr Varvel to Mr Wehle, copying Mr Dastmaltschi (CSA.5000.0003.7287) states "*it has been discussed with Lex and he is ok with 5% by year end. Not a written agreement but not sure it needs to be as long as it is communicated and part of our clear internal restrictions*". This was in in response to queries arising from a call involving Mr Wehle, Dr Gottstein, Ms Warner and Mr Sitohang "*Joint plan with Greensill is to bring the VF backed companies down to 5% by year-end, right? Is this confirmed in written (sic) with Greensill?*". Marsh notes that the reference in the email from Mr Varvel to there being no written agreement appears to be an error, given the signed written agreement at GCU.0005.0029.3388.

Marsh also notes that some documents ~~Marsh notes that there appears to be potentially inconsistent statements in Credit Suisse's discovered material about what was agreed at about this time as to the agreed limit on exposure to SoftBank by the end of December 2020. Some documents~~ (such as MAR.0008.2000.0001, being the public AGM RFI, as well as ~~CSA.5000.0003.7287 pleaded at 178C below~~Mr Varvel's email), suggest the total exposure to SoftBank was to be reduced by 31 December 2020 to 5% of the total volume of notes of each fund. This does not reflect the SoftBank Limit, ~~d. In possible contrast, the "Hard Limits" in the signed agreement dated 3 July 2020 pleaded in this~~

~~paragraph~~which suggest~~ed~~ a reduction of overall sponsor risk exposure of the Virtuoso Sub-Fund of 7%, a reduction of single obligor limit exposure for the Virtuoso Sub-Fund of 3%, and a reduction of overall exposure of the Nova Sub-fund to 5%, by 31 December 2020.

Marsh's primary position is that the agreement as at July 2020 is as set out in GCU.0005.0029.3388~~For the purposes of this pleading, the "**SoftBank Limit**" as~~. Alternatively, if that is wrong, Marsh contends that the SoftBank Limit is the 5% figure described in MAR.0008.2000.0001 and Mr Varvel's email.

~~at 31 December 2020 means the former (i.e. the 5% figure), or in the alternative, the latter (i.e. the 7% / 3% / 5% figures set out in signed agreement dated 3 July 2020).~~

178B. The objective of the sponsor limits described in the preceding paragraph was to reduce the existing exposures below the thresholds by either letting notes mature without any further reinvestments or by selling notes in the secondary market, however that objective was not subsequently achieved.

Particulars

Letter to the CSSF dated 16 March 2021, described in the CSSF Breach Annexure at section 4.3 under the heading "Concentration risks – Exposure to groups / alliances of companies / businesses linked to a common ultimate beneficial owner" (p 73 of 127) (CSA.7000.0003.3919).

178C. ~~By~~ On about 22 July 2020, there were discussions between CSAM representatives about ~~and Greensill had agreed to~~ bringing exposure to Vision Fund backed companies down to 5% by year-end.

Particulars

This is referred to in an email from Mr Varvel to Mr Wehle, copying Mr Dastmaltschi (CSA.5000.0003.7287) – "*it has been discussed with Lex and he is ok with 5% by year end. Not a written agreement but not sure it needs to be as long as it is communicated and part of our clear internal restrictions*". This was in in response to queries arising from a call involving Mr Varvel, Dr Gottstein, Ms Warner and Mr Sitohang "*Joint plan with Greensill is to bring the VF backed companies down to 5% by year-end, right? Is this confirmed in written (sic) with Greensill?*". These communications are discussed further in the particulars to paragraph 178A.

178D. As at about 31 August 2020:

a. the Virtuoso Sub-Fund's aggregate exposure to companies linked to the SoftBank Group represented 25.7% of its Net Asset Value;

b. the Nova Sub-Fund's aggregate exposure to companies linked to the SoftBank Group represented 5.6% of its Net Asset Value.

Particulars

See CSSF Breach Annexure at section 4.3 under the heading "Concentration risks – Exposure to groups / alliances of companies / businesses linked to a common ultimate beneficial owner" (p 73 of 127) (CSA.7000.0003.3919).

178E. On about 25 September 2020, CSAM informed Greensill to the effect that:

a. the "hard guidelines" in place at that time with respect to Vision Fund had been communicated and checked by risk, legal and compliance;

b. the "SoftBank Sponsor Limit" for the Virtuoso Sub-Fund at the time was "not ok", where at the time "Softbank Overall Sponsor Risk Exposure" was 24.9% rather than 18%.

Particulars

Email from Mr Haas to Mr Asche dated 25 September 2020 CSA.7000.0001.7091.

Email from Mr Mathys to Mr Greensill dated 25 September 2020: CSA.7000.0002.2894.

178F. Marsh repeats paragraph 205D below.

178G. At some point by at least about late September 2020, Mr Degen and Mr Greensill discussed the "hard guidelines" as of 31 December 2020 with respect to reducing exposure to SoftBank, and Mr Greensill confirmed his agreement to those hard guidelines.

Particulars

This is recorded in an email from Mr Mathys to Mr Greensill, copying Mr Degen and Mr Milenkovic on about 28 September 2020: CSA.5000.0003.6641.

178GA. By about 25 September 2020, the Credit Suisse risk management team had identified that:

a. Softbank Vision Fund owned 11.1% of Greensill;

b. Softbank Vision Fund had recently injected about $1.35 billion into Greensill via Greensill's parent company and Greensill Bank in Germany, primarily using credit

linked notes that convert to equity, and it had also purchased secondary shares, such that its 11.1% stake would increase to about 28% of the business, potentially increasing to 47.4% if there was a subsequent change in CEO; and

c. a key concern with respect to Greensill was previous negative reporting of Softbank / Greensill / Credit Suisse financing arrangements.

Particulars

See email from Tom Wootton to Lara Warner and others dated 25 September 2020 (CSA.5000.0003.6619).

178GB. By about 8 October 2020, the Credit Suisse risk management team had identified that:

a. SoftBank portfolio companies were the second and third top clients as a percentage of Greensill's net revenue, and those two companies comprised about 15% of net revenue;

a. adverse press coverage and historical negative news with respect to Softbank was a risk to continued funding and insurance, being key elements of Greensill's business.

Particulars

Email from Tom Wootton to Lara Warner and others dated 8 October 2020 (CSA.7000.0001.2317).

178H. As at about 30 December 2020, the total exposure of the Virtuoso Sub-Fund to entities associated with SoftBank was about 15.97% or US $1,037.9 million.

Particulars

Email from Adam Milenkovic to Tony Patti, Emidio Morizio and Roger Machlis dated 4 January 2021: CSA.6000.0001.3782 attaching CSA.6000.0001.3783.

179. By 31 December 2020:

a. Greensill had not reduced its exposure to SoftBank to comply with the SoftBank Limit; and

b. CSAM and/or CSFM had failed to take steps (or alternatively, adequate steps) to monitor Greensill's compliance with the SoftBank Limit and/or cause Greensill to comply with the SoftBank Limit.

Particulars

Email from Mr Greensill to Eric Varvel (of CSAM) copied to Mr Degen (CSAM) dated 4 January 2021: CSA.6000.0001.3794.

Email from Tony Patti to Mr Milenkovic (of CSAM) dated 4 January 2021: CSA.5000.0002.7062.

Emails between Mr Degen and Mr Varvel dated 5 January 2021: CSA.6000.0001.3809.

Emails between Mr Varvel and Mr Degen dated 5 January 2021: CSA.0001.0011.8956.

Email from Mr Milenkovic to Mr Degen, Mr Mathys, Mr Haas and others forwarding article dated 5 February 2021 titled "SoftBank-Backed Greensill Capital Delays Fundraising": CSA.0001.0011.8948.

Email from Beat Sigrist to Ms Warner and Mr Varvel dated 11 January 2021: CSA.0001.0011.8951.

179AA. Marsh repeats paragraphs 205W to 205ZC below.

179AB. As at about 5 February 2021:

a. the Virtuoso Sub-Fund's exposure to entities associated with SoftBank was approximately US $1,088 million; and

b. that figure had increased from approximately US $1,064 million as at around 15 January 2020.

Particulars

CS Supply Chain Finance Funds – VF and GFG Report: CSA.7000.0002.3426.

179AC. As at about 26 February 2021:

a. the Virtuoso Sub-Fund's aggregate exposure to companies linked to the SoftBank Group represented about 15% of its Net Asset Value; and

b. the Nova Sub-Fund's aggregate exposure to companies linked to the SoftBank Group represented about 1.4% of its Net Asset Value.

Particulars

See CSSF Breach Annexure at section 4.3 under the heading "Concentration risks – Exposure to groups / alliances of companies / businesses linked to a common ultimate beneficial owner" (p 73 of 127) (CSA.7000.0003.3919).

179AD. As at about 3 March 2021, the total exposure of the sub-funds to entities associated with SoftBank was approximately US $1,088 million.

Particulars

See email from Eric Varvel to Ronald Tarantino dated 3 March 2021: CSA.6000.0001.5847.

See email chain between Andreas Asche, Gebhard Giselbrecht, Mr Mathys, Mr Varvel and Henning Wechsung dated 3 March 2021: CSA.6000.0001.5846.

I3A SoftBank's investment in Katerra

179AE. On and from precise dates not presently known to Marsh but from about mid-December 2019, CSAM, on behalf of the Virtuoso Sub-Fund, acquired notes backed by account receivables and/or future account receivables associated with a construction technology startup called "**Katerra**" (known as the "Fairymead Notes").

179B. On a date prior to January 2021 not presently known to Marsh:

a. SoftBank invested about US$2 billion in Katerra; and

b. Greensill invested about USD$435 million in Katerra.

179C. In about late December 2020:

a. Katerra was in financial difficulty; and

b. SoftBank invested an additional $200 million (in addition to about $2 billion already invested) to bail out Katerra, which gave SoftBank a majority stake and enabled Katerra to avoid having to seek bankruptcy protection (**SoftBank-Katerra Transaction**).

Particulars

Preferred Share Purchase Agreement between Katerra Inc and SVF Abode (Cayman) Limited (defined in the Agreement as an "Affiliate" of SoftBank Group Corp.) dated 30 December 2020: CSA.0001.0011.9028.

Amended and Restated Investors' Rights Agreement by Katerra Inc, dated 30 December 2020, and executed by representatives of Katerra Inc, SVF Abode (Cayman) Limited and SVF II Abode (Cayman) Limited, and in relation to which SoftBank Group Corp. was defined as an "Affiliate": CSA.0001.0011.9029.

Email from Adam Milenkovic to Tony Patti, Emidio Morizio, Roger Machlis, Mr Degen and Michael D'Angelo (copied to Luc Mathys, Lukas Haas, Guy Reiter and Hans-Christoph Voges) dated 4 January 2021: CSA.5000.0002.7062.

179D. As part of the SoftBank-Katerra Transaction, Greensill Capital agreed to cancel around $435 million in debt owed by Katerra in exchange for a 5% stake in Katerra.

Particulars

Email from Adam Milenkovic to Tony Patti, Emidio Morizio, Roger Machlis, Mr Degen and Michael D'Angelo (copied to Luc Mathys, Lukas Haas, Guy Reiter and Hans-Christoph Voges) dated 4 January 2021: CSA.5000.0002.7062.

179E. On about 31 December 2020, Credit Suisse and Greensill entered into a secondary trade that was due to settle on 14 January 2021 which involved Greensill repurchasing $440 million in Fairymead Notes in order to meet the SoftBank Limit (the **Secondary Trade**).

Particulars

Email from Lukas Haas to Ludwig Sels and Ivan Jesensky (copied to Luc Mathys and Andreas Asche) dated 30 December 2020: GCU.0005.0035.9023.

Email from Mr Greensill to Eric Varvel (copied to Michel Degen) dated 4 January 2021: CSA.6000.0001.3794.

179F. The Secondary Trade did not proceed because Greensill had insufficient liquidity.

179G. As a result of the SoftBank-Katerra Transaction:

a. the debt owed by Katerra securitised through the Fairymead Notes was written off;

b. the credit risk underlying the Fairymead Notes moved from Katerra receivables to Greensill; and

c. Greensill prioritised the interests of the Vision Fund and Greensill's own shareholder (SoftBank) to the detriment of investors in the Virtuoso Sub-Fund.

179H. In about June 2021, Katerra ceased its operating activities and filed for bankruptcy.

179I. CSAM and/or CSFM:

a. were aware of the SoftBank-Katerra Transaction; and

b. were aware, or ought to have been aware, that by the SoftBank-Katerra Transaction, Greensill was prioritising the interests of the Vision Fund and Greensill's own shareholder SoftBank to the detriment of the investors in the Virtuoso Sub-Fund.

Particulars

Email chain between representatives of Credit Suisse dated 31 December 2020 discussing media reporting of SoftBank-Katerra Transaction: CSA.7000.0002.1516.

179J. The SoftBank-Katerra Transaction:

a. gave rise to a conflict of interest where Greensill prioritised the interests of the Vision Fund and Greensill's own shareholder (SoftBank) to the detriment of the investors of the Virtuoso Sub-Fund; and

b. reflected an absence of the existence of an appropriate administrative organisation.

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0076 ([237]).

179K. With respect to the SoftBank-Katerra Transaction, CSAM and/or CSFM:

a. did not take adequate steps to investigate the value of the notes or at least to safeguard the interests of the investors in the Virtuoso Sub-Fund;

b. failed to ensure that the relationship between Greensill Capital and Vision Fund / Softbank was adequately or critically scrutinised; and

c. failed to carry out due diligence on the Fairymead programme which constituted a breach of the duty of due diligence and the duty to act in a risk-conscious manner.

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0088 ([259]-[260]).

I4 Failures with respect to SoftBank

180. In the premises pleaded in paragraphs 37 to 79 and 165 to 179K above, the acquisition of notes linked to entities associated with SoftBank occurred in circumstances where:

a. entities associated with Softbank were a significant investor in and/or lender to Greensill;

ab. there was no formalised reporting on the exposure to entities associated with SoftBank / Vision Fund before the end of 2020;

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [35].

b. entities associated with Softbank were a significant source of the receivables backing the notes acquired by the Virtuoso Sub-Fund and Nova Sub-Fund;

c. CSAM (and/or CSFM) were on notice of the need for investors in the notes to conduct their own due diligence, investigations and analysis, and the risks of investments in the notes, including by reason of the matters set out in the Lagoon Park Base Memorandum, Wickham Base Memorandum and the Hoffman Base Memorandum;

d. the structure of the investment process with Greensill meant that CSAM had effectively delegated investment functions to Greensill, such that so long as certain predetermined criteria were met, CSAM was not exercising any discretionary investment management powers with respect to the acquisition of notes associated with Softbank on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund (except to the extent that from about September 2019, CSAM had an ability to reject or dispose of notes if certain conditions were met, pursuant to the warehouse facility agreements, as pleaded at paragraph 50A above with respect to the Virtuoso Sub-Fund and at paragraph 65 above with respect to the Nova Sub-Fund);

e. the structure of the investment process with Greensill and the effective delegation of investment functions to Greensill meant that the notes associated with SoftBank were being acquired by CSAM on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund without CSAM (and/or CSFM) knowing about the receivables underlying the transaction (or in the alternative, knowing very limited information about those receivables).

181. In the premises pleaded in paragraphs 37 to 79, 135 to 144 and 165 to 179K above, CSAM (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM):

a. did not have sufficient knowledge of the nature and extent of the exposure of the Virtuoso Sub-Fund and the Nova Sub-Fund to entities associated with Softbank;

b. did not have sufficient control over the nature and extent of the exposure of the Virtuoso Sub-Fund and the Nova Sub-Fund to entities associated with Softbank;

c. at the times when notes backed by receivables linked to entities associated with Softbank were acquired, did not perform adequate investigations or due diligence in respect on those transactions;

d. did not sufficiently identify, limit or monitor the risks for the Virtuoso Sub-Fund and Nova Sub-Fund arising from having a significant exposure to entities

associated with Softbank, particularly the concentration risks arising from such exposure to such a group;

e. once they (and/or other persons within the Credit Suisse Group) were on notice of concerns regarding entities associated with Softbank, took inadequate steps to address the risks arising from such concerns, where they:

i. ought to have sought or required that Greensill reduce the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to entities associated with Softbank at an earlier point in time than what occurred;

ii. ought to have sought or required that Greensill reduce the exposure of the sub-funds to entities associated with SoftBank to nil (or in the alternative, much more significantly than what they in fact required);

iii. to the extent CSAM and Greensill agreed to reduce the exposure of the sub-funds to entities associated with Softbank, ought to have more closely monitored whether the exposure was in fact being reduced in accordance with such an agreement, and to the extent that such an agreement were not being followed by Greensill, ought to have taken proactive steps to ensure it was being followed; and

iv. ought to have addressed internally the reason for the failure to meet the SoftBank Limit;

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0068 ([209]).

f. during the period while the Side Letter was in place, had a conflict of interest because it had limited its discretion in a way which may not have been in the best interests of other investors, which constituted preferential treatment for SoftBank;

g. during the period when Softbank was a significant investor in Greensill, had delegated investment management powers to a third party (i.e. Greensill), where there was a potential conflict between the interests of Greensill on the one hand and the interests of the sub-funds and their investors on the other hand, because there was a risk that Greensill would not be objective in the sourcing of notes;

h. ought to have required that agreements reached with Greensill to reduce the exposure of the sub-funds to entities associated with SoftBank be recorded in the warehouse letters and internal investment guidelines (this being a matter which was agreed with Greensill on about 3 July 2020, as pleaded in paragraph 162R above, but not implemented);

i. ought to have required that Greensill remove and/or reduce its exposure to entities associated with SoftBank in the Virtuoso Sub-Fund, by relying upon the conditions introduced into the Virtuoso Warehousing Letter in about September 2019, as pleaded in paragraph 50A above;

Particulars

As was identified in the Deloitte Report at [6.20.3], CSAM did not conduct sufficient credit analysis in order to provide it with sufficient information to be able to execute this rejection right.

j. ought to have required that Greensill remove and/or reduce its exposure to entities associated with SoftBank in the Nova Sub-Fund, by relying upon the conditions introduced into the Nova Warehousing Letter in about September 2019, as pleaded in paragraph 65 above; and/or

Particulars

As was identified in the Deloitte Report at [6.20.3], CSAM did not conduct sufficient credit analysis in order to provide it with sufficient information to be able to execute this rejection right.

~~i.~~k. with respect to the SoftBank-Katerra Transaction specifically:

i. did not take adequate steps to investigate the value of the notes or at least to safeguard the interests of the investors in the Virtuoso Sub-Fund;

ii. from at least the time of the SoftBank-Katerra Transaction, knew or ought to have known that Greensill was in a position of conflict and was prioritising the interests of the Vision Fund and Greensill's own shareholder SoftBank to the detriment of investors in the Virtuoso Sub-Fund;

iii. failed to ensure that the relationship between Greensill Capital and Vision Fund / Softbank was adequately or critically scrutinised; and

iv. failed to carry out due diligence on the Fairymead Notes which constituted a breach of the duty of due diligence and the duty to act in a risk-conscious manner.

IA BLUESTONE

IA1 The exposure of the sub-funds to Bluestone

181A. In about June 2018, GCUK provided CSAM (and/or CSFM) with a "Scope" risk report for Bluestone Resources Inc. (**Bluestone**) and access to a data room of documents concerning Bluestone.

Particulars

See CSA.5000.0001.0131; CSA.5000.0001.0132. See GCU.0010.0003.5707 plus attachments (including GCU.0010.0003.5712 and GCU.0010.0003.5713). The data room included the Consolidated Balance Sheet for Bluestone and its subsidiaries for the year ended 31 December 2017 which recorded, *inter alia*, "accounts receivable – coal and other" of about USD 2.5 million and "accounts receivable – affiliates" of about USD 87 million; and revenues of about USD $68 million (comprising about USD $39 million from coal sales and the remainder from "other income").

181B. Marsh repeats paragraphs 194 to 200 below concerning the introduction of a notes program for Bluestone in about September 2018, pursuant to which the Virtuoso Sub-Fund and Nova Sub-Fund acquired notes backed by "future receivables" (which notes program was known as the Bluestone "Rasmussen" Multi-Obligor notes program).

181C. By about June 2020:

a. the Virtuoso Sub-Fund had an exposure of about USD 626 million to the Bluestone Rasmussen Multi-Obligor notes program, and the Nova Sub-Fund had an exposure of about USD 59 million to that program; and

Particulars

See email from Mr Haas to Mr Degen and Mr Mathys dated 18 June 2020: CSA.5000.0002.5721.

b. the Virtuoso Sub-Fund also had an exposure of about USD 40 million to a single obligor notes program with Bluestone.

Particulars

See email from Lukas Haas to Luc Mathys dated 30 June 2020: CSA.5000.0001.1683.

181D. On about 29 October 2020, GCUK provided CSAM (and/or CSFM) with a further "Scope" risk report for Bluestone dated 22 October 2020.

Particulars

See CSA.5000.0001.1842, CSA.5000.0001.1843. The Scope report included, *inter alia*, references to the company posting a significant loss with a negative EBITDA of USD 96.2m at FY 2019; posting negative cash flow from operations in the previous 2 years; and having profitability further burdened by price pressure due to the ongoing impact of COVID-19. The report also set out 'Bluestone's main lender' as Greensill Capital (UK) Ltd, with 'current facilities of USD 490m

secured against mortgaged land valued at USD 1,038m, negative pledges on leases/rights valued at USD 1,233m and security over property, plant and equipment valued at USD 130m'.

181E. On about 20 November 2020, GCUK provided CSAM (and/or CSFM) with documents concerning Bluestone and its subsidiaries.

Particulars

See CSA.5000.0001.1867, CSA.5000.0001.1868, CSA.5000.0001.1869, CSA.5000.0001.1870, CSA.5000.0001.1871, CSA.5000.0001.1872, CSA.5000.0001.1873. The documents included Consolidated Financial Statements for Bluestone and its subsidiaries for the year ended 31 December 2019 (CSA.5000.0001.1869) which recorded, *inter alia*, "accounts receivable" of about USD 8.4 million and "accounts receivable – affiliates" of about USD 281 million. That document also recorded, inter alia, revenue from coal sales of about USD $66 million and from coke sales of about USD $13.6 million.

181F. In the period of the Bluestone Rasmussen Multi-Obligor program, Greensill received in excess of $100 million in fees with respect to that program.

Particulars

See CSA.5000.0002.8834, CSA.5000.0002.8835, CSA.5000.0002.8837, CSA.5000.0002.8838, CSA.5000.0002.8839, CSA.5000.0002.8843, CSA.5000.0002.8844, CSA.5000.0002.8847, CSA.5000.0002.8851, CSA.5000.0002.8854.

Marsh also refers to the Amended Complaint filed by Bluestone Resources Inc. and others against GCUK and others in the United States District Court for the Southern District of New York: CSA.0001.0005.0044.

181G. Before acquiring the Bluestone notes which are the subject of these proceedings on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund, CSAM (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM) should have conducted investigations and due diligence which should have involved seeking to understand:

a. the risks of an investment associated with Bluestone;

b. the nature of Bluestone's accounts receivables relating to "affiliates";

c. the nature of the so-called "future receivables" being acquired and Greensill's process for identifying such future receivables;

d. the reasons why such significant funds were being lent to Bluestone having regard to the relative size of its operations and the accounts receivables recorded in its financial documentation; and

Particulars

See for example the interview of Urs Rohner (Chairman of the Board of Directors of Credit Suisse) with Wenger Plattner dated 6 May 2022 at [54.2] (CSA.5000.0008.3313) – "As an example, the exposure to Bluestone was, as far as I remember, several times the annual turnover of this company. This should have raised questions.".

~~d.~~e. the extent and proportionality of the fees being paid to Greensill.

181H. At no stage did CSAM (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM) conduct the type of investigations or due diligence described in paragraph 181G.

IA2 The "Currajong" arrangement

181I. Marsh repeats paragraph 162R above, and in this Cross-Claim, refers to the limits pleaded at 162R(f) above as the "**Obligor Hard Limits**", which limits required, *inter alia*, that by 31 December 2020, the multi-obligor limit for the Virtuoso Sub-Fund was to be no higher than 5%, and the sponsor limit for the Virtuoso Sub-Fund was to be no higher than 9%.

181J. By about 9 December 2020, the exposure of the Virtuoso Sub-Fund to the Bluestone "Rasmussen" Multi-Obligor program was about 10%, and the exposure of the Virtuoso Sub-Fund to Bluestone generally was about 10.7%.

Particulars

This is recorded in a "CS Supply Chain Finance Funds - Multi Obligor and Sponsor Limit Report": CSA.0001.0011.9986.

181K. In order to purportedly comply with the Obligor Hard Limits, in the second half of December 2020, CSAM and Greensill agreed to and implemented an arrangement whereby:

a. a new program called the "Currajong" Multi-Obligor Program was established, which was a "clone" of the existing Bluestone "Rasmussen" Multi-Obligor Program;

b. Greensill purchased approximately USD 322 million worth of Bluestone Multi-Obligor notes from the Virtuoso Sub-Fund; and

c. immediately thereafter, Greensill issued approximately USD 322 million in almost identical replacement notes through Currajong (**Currajong Notes**), which notes were purchased by the Virtuoso Sub-Fund and Nova Sub-Fund.

Particulars

Email from Ryan Murphy to others at Greensill dated 18 December 2020: GCU.0010.0016.6951; emails from Adam Cherubini to Mr Murphy and others at Greensill dated 18 December 2020: GCU.0009.0020.3846; emails involving Mr Jesensky, Mr Lishak, Mr Haas, Mr Mathys, Mr Asche and Ms Stowe between 18 and 28 December 2020: CSA.7000.0001.7355; email from Chris Bates to others at Greensill dated 21 December 2020: GCU.0010.0016.7121; email from Mr Jesensky to Mr Greensill and Mr Sels dated 22 December 2020: GCU.0005.0035.6880; email from Alex Lishak to Craig Pinnington and Arslan Gill dated 24 December 2020: GCU.0009.0020.4977; email from Alex Lishak to Liam Carden dated 24 December 2020: GCU.0009.0020.5020; email from Mr Murphy to Mr Greensill and others dated 29 December 2020: GCU.0006.0004.8509. The implementation involved a decision to not put Currajong through any external review process: GCU.0010.0016.7121.

See also "CS Supply Chain Finance Funds - Multi Obligor and Sponsor Limit Report": CSA.0001.0011.9986.

An email from Mr Jesensky to a "Funds" email dated 16 December 2020 refers to Mr Greensill "speaking to CS regularly as there are top level conversations on SB/GFG/Bluestone exposures": GCU.0009.0020.3076. Marsh does not presently know precisely which persons from Credit Suisse were engaged in such "top level" conversations.

Following the implementation of the Currajong arrangement, CSAM recorded that the Virtuoso Sub-Fund, as at 31 December 2021 had a 4.9% exposure to the Rasmussen Multi-Obligor Program (an exposure in purported compliance with the multi-obligor limit of 5% contained in the Obligor Hard Limits); and had a 4.0% exposure to the Currajong Multi-Obligor Program (being an exposure in purported compliance with the multi-obligor limit of 5% contained in the Obligor Hard Limits): CSA.7000.0002.5789.

Further particulars may be provided following evidence and disclosure.

181L. The arrangement pleaded in paragraph 181K:

a. was entered into for a purpose of creating the appearance that the Virtuoso Sub-Fund's exposure to Bluestone complied with the Obligor Hard Limit for multi-obligor programs, when as a matter of substance it was not compliant;

b. meant that investors in the Virtuoso Sub-Fund still had the same (or substantially the same) exposure to the Bluestone Multi-Obligor programs as they did before the arrangement (whether that exposure be through Rasmussen or Currajong);

c. should never have been entered into, and instead, CSAM (and/or CSFM), at a minimum, should have required and insisted that the Obligor Hard Limits be complied with by reducing the exposure of the Virtuoso Sub-Fund to Bluestone Multi-Obligor notes.

181M. The arrangement pleaded in paragraph 181K was also entered into for a purpose of reducing the Virtuoso Sub-Fund's exposure to Bluestone so that it complied with the Obligor Hard Limit for sponsor limits generally, by transferring some of that exposure to the Nova Sub-Fund, however it did not achieve the purpose of reducing the Virtuoso Sub-Fund's exposure to Bluestone to 9% because that exposure remained at about 9.6% as at 31 December 2020, after the Currajong arrangement had been implemented.

Particulars

See CSA.7000.0002.5789, CSA.0001.0011.9986.

181N. The arrangement pleaded in paragraph 181K was agreed to and implemented in circumstances where Greensill was separately concluding a significant equity raise in which an entity or entities within the Credit Suisse Group were advisers to Greensill on that equity raise (and in that capacity, an entity or entities within the Credit Suisse Group stood to receive fees if the equity raise was completed), and where the equity raise could not close if Greensill was seen as being in breach of any supply chain finance fund rules (which rules included the Obligor Hard Limits).

Particulars

The need to comply with the fund rules is explained in an email from Mr Greensill to Mr Varvel and Mr Degen dated 4 January 2021: see CSA.5000.0002.7070.

I~~1~~A3 Failings with respect to Bluestone

181O. In the premises pleaded in paragraphs 181A to 181N above, CSAM (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM):

a. at the time of acquiring the notes backed by receivables (or "future receivables") associated with Bluestone which are the subject of these proceedings, did not perform adequate investigations or due diligence in respect of the acquisition of

those notes (and should not have acquired such notes without performing such investigations or due diligence, and if they had performed such investigations or due diligence, should have refused to proceed with the acquisition of those notes);

b. further or in the alternative, once the Obligor Hard Limits had been agreed on about 3 July 2020, should have required that the exposure of the Virtuoso Sub-Fund to Bluestone multi-obligor programs and Bluestone as a sponsor generally be reduced so as to comply with the Obligor Hard Limits (and should not have acquired any notes which would or might put it in breach of those limits);

Particulars

At a minimum, the exposure to Bluestone Multi-Obligor program should have been reduced to 5% by 31 December 2020 (for the avoidance of doubt, Marsh contends that the Currajong arrangement did not achieve compliance with the Obligor Hard Limits, for the reasons pleaded in paragraph 181J above, and the Currajong arrangement should never have been entered into). At a minimum, the sponsor limit for Bluestone generally should have been reduced to 9%.

c. further or in the alternative, once it received the Scope report on about 29 October 2020 as pleaded in paragraph 181D above, should have refused to acquire further notes associated with Bluestone because of a fundamental credit metrics deterioration and substantial increase of default risk with that entity, in reliance upon the conditions introduced in the Virtuoso Warehousing Letter in about September 2019 as pleaded in paragraph 50A above, and/or the conditions introduced into the Nova Warehousing Letter in about September 2019 as pleaded in paragraph 65 above; and/or

Particulars

As was identified in the Deloitte Report at [6.20.3], CSAM did not conduct sufficient credit analysis in order to provide it with sufficient information to be able to execute this rejection right.

~~c.~~d. further or in the alternative, should not have shifted some of the exposure to Bluestone from investors in the Virtuoso Sub-Fund to investors in the Nova Sub-Fund in December 2020 (or alternatively, should not have done so without undertaking appropriate investigations and due diligence into the appropriateness of that course).

181P. Further or in the alternative, in the circumstances of CSAM's (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM) agreement to and involvement in the implementation of the Currajong arrangement:

a. there was a conflict (or potential conflict) between the interests of investors in the Virtuoso Sub-Fund in reducing or removing their exposure to Bluestone in compliance with the Obligor Hard Limits, and the interests of the Credit Suisse Group in allowing the proposed equity raise pleaded in paragraph 181N above to potentially proceed irrespective of whether there had been compliance with the Obligor Hard Limits;

b. CSAM (and/or CSFM) failed to inform investors in the Virtuoso Sub-Fund that they had agreed to and assisted with the implementation of the Currajong transaction, rather than reducing or removing the investors' exposure to the Bluestone multi-obligor program in accordance with the requirements of the Obligor Hard Limits;

c. CSAM (and/or CSFM) failed to inform investors in the Nova Sub-Fund that they had agreed to and assisted with the shifting of exposures from the Virtuoso Sub-Fund to the Nova Sub-Fund; and/or

d. CSAM (and/or CSFM) should have required that the establishment of Currajong be subjected to an external review process, which process could be expected to have identified issues associated with the sub-funds' exposure to Bluestone and the creation of a "clone" program to purportedly reduce the Virtuoso Sub-Fund's exposure.

IB SPECIAL NEEDS GROUP

181Q. At all material times, Special Needs Group (**SNG**):

a. is, and was at all material times, a company incorporated under the laws of the United Kingdom; and

b. at all material times from about mid to late 2018, SNG was wholly owned by Barnabas Borbely, Lex Greensill's neighbour in Chester, England.

181R. In the period from about June 2018 to 26 February 2021, CSAM was notified of a number of concerns regarding SNG, including via the media.

Particulars

(a) On about 14 June 2018, GCUK provided CSAM with a Scope report for SNG (CSA.5000.0001.0133 and its attachment CSA.5000.0001.0134), which, inter alia, gave SNG a score of 8.5 (with 1.0 being the best rating

and 9.0 being the worst rating), and set out a number of challenges and risks for SNG.

(b) On about 10 July 2019, Bloomberg raised that SNG appears to be a charitable organisation and that it was very odd that it was part of the fund; it was a group based in Chester where Mr Greensill lived; and it disclosed very little financial information (GCU.0004.0027.7413).

(c) In about early August 2019, CSAM requested financial statements for SNG, but was told "Financial accounts are not available" (CSA.5000.0003.2865).

(d) On about 29 August 2019, CSAM was provided with a further Scope report for SNG, which, inter alia, maintained the score of 8.5 (CSA.5000.0001.0800 and its attachment CSA.5000.0001.0801).

(e) On 4 to 5 September 2019, Dow Jones raised that SNG was a start up group with no income and few assets (CSA.5000.0002.3197).

(f) In about November 2019, of Dow Jones raised that he had specific questions about SNG (CSA.5000.0002.3879).

(g) On about 2 December 2019, the Financial News published an article: "Yield-hungry investors pile into Credit Suisse supply-chain funds". The article referred to SNG, including referring to concerns about its financial position according to its most recent accounts (see GCU.0014.0003.0989).

(h) On about 28 September 2020, Bloomberg published an article entitled "Credit Suisse Supply Chain Fund Lent to Greensill's Neighbor", which identified, inter alia, that SNG was run by Mr Greensill's neighbour, and raised various concerns about its financial position (see CSA.5000.0003.6631).

181S. In the premises pleaded in paragraphs 181R above, CSAM (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM), by the time that the Virtuoso Sub-Fund acquired the SNG Notes which are the subject of these proceedings on about 26 February 2021:

a. should not have acquired those notes because of heightened public appearance with negative press leading to increased compliance and reputational risk and/or because of a fundamental credit metrics deterioration or substantial increase of default risk, in reliance upon the conditions introduced in the Virtuoso

Warehousing Letter in about September 2019 as pleaded in paragraph 50A above;

b. further or in further or in the alternative, did not perform adequate investigations or due diligence in respect of the acquisition of those notes, including a credit analysis (and should not have acquired such notes without performing such investigations or due diligence, and if they had performed such investigations or due diligence, should have refused to proceed with the acquisition of those notes).

IC KERRY IRELAND

181T. At all material times, Kerry Ireland Investments Pty Ltd (**Kerry Ireland**):

a. was a company incorporated under the laws of the United Kingdom;

b. was owned by Dermot Hanafin, who was the cousin of Sean Hanafin, one of Greensill's executives; and

c. held 100% of the issued shares in M.I.S Motorsport Limited (**Kerry Leeds**).

181U. In the period from about December 2019 to October 2020, CSAM was notified of a number of concerns regarding Kerry Ireland, including via the media.

Particulars

(a) In December 2019, CSAM was provided with a Scope report for Kerry Leeds. It was scored 8 out of 9 (with 1 being the best rating). Among other things, the report noted that it had total assets of only GBP 3.05 million, existing short-term debt of GBP 1.96 million, and total revenue of GBP 2.57 million (CSA.5000.0003.4395).

(b) In June 2020, CSAM was provided with a Scope report for Kerry Ireland. It was given a score of 8.5 out of 9. Among other things, the report noted that no financials were available for Kerry Ireland, the score had deteriorated because revenues were lower than projected, the company had a net loss and poor equity base, and targets for 2019 had not been met (CSA.5000.0001.1629). The report also noted that the score was driven by the poor track record since a management buyout, a failure to meet projections prior to the pandemic and the impact of Covid-19.

(c) In October 2020, WSJ-Dow Jones contacted Credit Suisse raising specific concerns about the sub-funds' exposure to Kerry Leeds / Kerry Ireland, including as to its financial position (CSA.6000.0001.1652).

181V. In the premises pleaded in paragraphs 181U above, CSAM (and/or CSFM, in circumstances where CSAM was under the supervision of CSFM), by the time that the Nova Sub-Fund acquired the notes associated with Kerry Ireland which are the subject of these proceedings:

a. should not have acquired those notes because of heightened public appearance with negative press leading to increased compliance and reputational risk and/or because of a fundamental credit metrics deterioration or substantial increase of default risk, in reliance upon the conditions introduced in the Nova Warehousing Letter in about September 2019 as pleaded in paragraph 65 above; and

b. further or in the alternative, did not perform adequate investigations or due diligence in respect of the acquisition of those notes, including a credit analysis (and should not have acquired such notes without performing such investigations or due diligence, and if they had performed such investigations or due diligence, should have refused to proceed with the acquisition of those notes).

J THE APPROACH TO INSURANCE

J1 The high concentration of insurance

182. By no later than about September 2018, CSAM had identified that the insurance exposure of the Virtuoso Sub Fund was highly concentrated around IAL, with the insurance exposure to IAL being about 52.4%.

Particulars

Email from Mr Mathys to Mr Solo, copying Mr Degen and Mr Haas, dated 17 September 2018: CSA.5000.0001.0192. Further particulars may be provided following evidence and disclosure.

183. In about October 2018, Credit Suisse Group's risk management function performed an analysis on the supply chain funds and concluded that they needed to implement more strict investment guidelines in terms of insurance concentration limits.

Particulars

This analysis is referred to in email from Mr Mathys to Mr Greensill, copying Mr Degen, Mr Solo, Mr Sels and Mr Haas dated 22 October 2018: CSA.5000.0003.1280. As far as Marsh is presently aware, documents recording the analysis by Credit Suisse risk management referred to by Mr Mathys in this email have not been discovered to date. Further particulars may be provided following evidence and disclosure.

184. By no later than about October 2018:

a. CSAM had identified that for the Virtuoso Sub-Fund, "BCC (Insurance Australia)" was covering about 65% of the credit risk of the underlying portfolio;

b. CSAM had formed the view that this was breaching the obligor limit in the Offering Memorandum for the Virtuoso Sub-Fund of 30%;

c. investors in the Virtuoso Sub-Fund were expressing concerns to CSAM about its high concentration to one insurance company; and

d. CSAM proposed a reduction in the maximum insurance concentration to between 20% to 30% once the fund was US $2 billion or more in size (with the precise maximum exposure dependent on the size of the fund).

Particulars

See email from Mr Mathys to Mr Greensill, copying Mr Degen, Mr Solo, Mr Sels and Mr Haas dated 22 October 2018: CSA.5000.0003.1280. See draft presentation dated 30 October 2018: CSA.5000.0001.0244 (at page _0002). That presentation was attached to an email from Mr Haas to Mr Mathys, Mr Adam Milenkovic and Mr Degen dated 30 October 2018: CSA.5000.0001.0243. Further particulars may be provided following evidence and disclosure.

185. Notwithstanding the matters pleaded in the preceding paragraph, CSAM (and, or alternatively, CSFM) did not require Greensill to reduce the maximum insurance concentration of the Virtuoso Sub-Fund to IAL/BCC as proposed.

Particulars

Email chain in March 2021 in which Philipp Wehle asks for '*the internal directive from 2019*' which required the reduction of the funds' reliance on individual credit insurers. Michel Degen responds: '*According to my knowledge there were never such guidelines introduced…*' (CSA.7000.0002.3438)

See also letter from CSFM to Mazars dated 18 August 2023 (CSA.0001.0012.0459).

185AA. During 2019:

a. concerns about insurance concentration risk were raised internally at CSAM;

b. specific guidelines to restrict and reduce insurer concentration were discussed, but were never implemented.

Particulars

See Deloitte Report at [6.52.3]-[6.52.4].

185AB. On or around 20 April 2020, CSAM received an inquiry from Duncan Mavin (Dow Jones) regarding the insurance concentration risk of the sub-funds to Tokio Marine, noting that IAL had sold its trade credit insurance business to Tokio Marine.

Particulars

Email from Anitta Tuure to Michel Degen, Luc Mathys, James Quinn and Andreas Kern dated 20 April 2020 (CSA.5000.0002.4780).

185AC. On or about 25 August 2020, CSAM received a further inquiry from Mr Mavin regarding, *inter alia*, Mr Mavin's:

a. understanding that the insurance policies held with Tokio Marine's subsidiary were ending soon and that Tokio Marine did not want to renew the policies;

b. belief that Mr Greensill was in the market trying to find new insurance policy providers but was struggling to do so;

c. understanding that Greensill was to pay Credit Suisse in the event of a default, after which Greensill would claim on the policy; and

d. view that Greensill's possibility of collecting returns on the policies was decreasing as the sub-funds continued to experience defaults, including NMC Healthcare, and this could have a negative impact on the sub-funds.

Particulars

Email from Annitta Tuure to Eric Varvel, Michel Degen and Luc Mathys, copying other Credit Suisse personnel, dated 25 August 2020 (CSA.6000.0001.1106).

185AD. On about 25 August 2020:

a. Mr Degen suggested that Credit Suisse should prepare exiting from the sub-funds;

b. Mr Varvel suggested that Credit Suisse should exit the sub-funds; and

c. after speaking with Philipp Wehle (IWM CEO) and Romeo Cerutti (CS Group General Counsel), Mr Varvel (and indirectly, Mr Degen) were told that the sub-funds had Credit Suisse's backing, and the relationship with Greensill should continue.

Particulars

Text message from Mr Degen to Mr Varvel: "See mail from Romeo… maybe we should though prepare the exit…. if the bank does not want the

business, Greensill and we are also happy to be part of a solution it the banks feels so…".

See interview by Walder Wyss and Deloitte with Mr Degen on 24 July 2021 (CSA.0001.0012.2855) at Q17-Q19.

See interview by Walder Wyss and Deloitte with Mr Varvel on 16 July 2021 (CSA.0001.0012.2944) at Q91.

See Deloitte Report at [3.11.3] and [6.37.4], which refer to Mr Degen raising with Mr Varvel whether the time had come to end the Greensill relationship, either through selling the SCF Funds or closing them down, and Mr Varvel responding that he had separately discussed with Phillip Wehle (IWM CEO) and Romeo Cerutti (CS Group General Counsel) and the SCF Funds had the Bank's backing and should continue.

185AE. In about October 2020, one of the remaining largest insurance providers to the sub-funds, Euler Hermes, terminated its agreement with GCUK, and attempts by GCUK to add more diversity to the insurance coverage were unsuccessful.

Particulars

See the descriptions in the Deloitte Report at [2.1.11], [3.7.2], [6.52.4].

That Euler Hermes would no longer be providing insurance to GCUK was reported in the

Wall Street Journal article: "SoftBank-Backed Greensill Looks to Raise Fresh Capital" dated 8 October 2020 (CSA.5000.0003.6800).

186. Throughout the period from about October 2018 to February 2021, the Virtuoso Sub-Fund continued to have a high insurance concentration to IAL/Tokio Marine.

Particulars

Letter from Rudolf Kömen to CSSF dated 11 March 2021 (CSA.7000.0002.8784) providing a table breakdown of exposure to each insurer.

187. Throughout the period from about October 2018 to February 2021, the Nova Sub-Fund continued to have high insurance concentration to IAL/Tokio Marine.

Particulars

Marsh repeats the particulars to paragraph 186.

J1A The nature of the insurance policy

187A. On about 15 September 2016, Mr Solo recommended to representatives of CSAM that the Virtuoso Sub-Fund should be named as beneficiary in the insurance policy in order to avoid risks vis-à-vis Greensill Bank.

Particulars

Wenger Plattner Report 30 July 2022: CSA.0001.0007.0716 at [454]. FINMA Ruling: CSA.0001.0011.7753~~CSA.5000.0007.0715~~ at [98].

See email from Mr Solo to Mr Hehenkamp dated 15 September 2016: CSA.5000.0008.3033; CSA.5000.0008.3520.

187B. The Virtuoso Sub-Fund and Nova Sub-Fund were not named as beneficiary in insurance policies, but instead were purported to be named as "Loss Payees".

187C. To the extent the Virtuoso Sub-Fund and Nova Sub-Fund were named as "Loss Payees" in insurance policies, that exposed them to risks with respect to the conduct and solvency of Greensill Bank.

J1B Disclosures to investors on insurance

187D. The information provided to investors in the Virtuoso Sub-Fund and Nova Sub-Fund:

a. did not contain reference to any risks for insurance cover arising from the (purported) status of the Virtuoso Sub-Fund and Nova Sub-Fund as "Loss Payee";

b. in marketing materials after April 2019, named Tokio Marine and IAL as two separate insurers, even though Tokio Marine had acquired IAL's interest in the BCC underwriting agency from IAL by that time, which gave a false picture of the diversification of insurers; and

c. in a monthly newsletter for the Virtuoso Sub-Fund, listed a large number of insurers under the heading "Insurers Allocation" in circumstances where more than half of those insurers insured no notes or only a small proportion of notes, conveying an impression of much greater diversification of insurers than was in fact the case.

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0023 ([57]), 0078 ([245]-[246]). As far as Marsh is aware, UBS has not discovered the monthly newsletter referred to in the FINMA Ruling to date.

See also section 2.4 of the CSSF Breach Annexure (CSA.7000.0003.3919).

See the Deloitte Report at [3.7.2], [3.9.2], [6.70.5], [6.73.2].

J2 Failures with respect to the approach to insurance

188. To the extent insurance was arranged with respect to investments by the Nova Sub-Fund and the Virtuoso Sub-Fund:

a. CSAM (and/or CSFM) were aware that there was no guarantee to the investors in the sub-funds that, in the event of an obligor (i.e., buyer) (or account receivables supplier or seller or where applicable their guarantor) defaulting, the insurer would be able to cover in full or in part the notes' expected payment to the sub-funds;

Particulars

See the Virtuoso Sub-Fund Offering Memoranda as pleaded at paragraphs 40.f and 42 above. Further particulars may be provided following evidence and disclosure.

b. CSAM (and/or CSFM) were aware that to the extent a note was insured, the success of each investment made by the sub-fund in the notes (or similar investment instruments) relied ultimately upon either the obligor (i.e. buyer) (or account receivables supplier or seller or where applicable their guarantor) or the insurer under the associated insurance contract paying in full and on time;

Particulars

See the Virtuoso Sub-Fund Offering Memoranda as pleaded at paragraphs 40.g and 42 above. Further particulars may be provided following evidence and disclosure.

c. CSAM (and/or CSFM) were aware that the reasons for a payment not being made by the obligor (i.e., buyer) might include error, omission, lack of diligence, fraud by the officers of the obligor (i.e., buyer), default or insolvency of the obligor (i.e., buyer); disruption, insurrection, and an Act of God;

Particulars

See the Virtuoso Sub-Fund Offering Memoranda as pleaded at paragraph 40.h above. Further particulars may be provided following evidence and disclosure.

d. CSAM (and/or CSFM) were aware that the reasons for an insurance contract not paying in full and on time included repudiation of the claim by the insurer, error,

omission, lack of diligence, fraud by the officers of the insurer or those parties arranging the insurance, default or insolvency of the insurer, disruption, insurrection, or an Act of God in the locations where the insurer or those parties arranging the insurance have operations;

Particulars

See the Virtuoso Sub-Fund Offering Memoranda as pleaded at paragraphs 40.i above. Further particulars may be provided following evidence and disclosure.

e. CSAM (and/or CSFM) knew that there was no guarantee that an obligor or an associated insurance contract would pay in full and on time;

Particulars

See CSAM presentation "Credit Suisse (Lux) Supply Chain Finance Fund – Access to Credit Protected Supply Chain Financing" dated July 2018 CSA.5000.0002.1314 at page 14. Further particulars may be provided following evidence and disclosure.

f. CSAM (and/or CSFM) were aware that in the event that the sub-funds were unable to source insured notes, this would restrict their ability to make future investments and thus jeopardise the product's viability;

g. from about September 2018, CSAM (and/or CSFM) were aware that the insurance exposure was highly concentrated with IAL / Tokio Marine;

Particulars

See paragraphs 182 to 186 above. Further particulars may be provided following evidence and disclosure.

h. CSAM (and/or CSFM) were aware, or ought to have been aware, that there was a risk that an insurer (including IAL / Tokio Marine) would not renew its insurance policy at short notice; and

i. CSAM (and/or CSFM) were aware, or ought to have been aware, that in the event a claim was made on insurance policies with IAL / Tokio Marine, there was a risk that the insurer may refuse to pay in full and on time.

189. CSAM (and/or CSFM):

a. were not involved in the selection of individual insurers; and

b. were not involved in the negotiation of insurance policies.

190. In the premises pleaded at paragraphs 37 to 43, 55 to 60, and 182 to 189, CSAM (and/or CSFM):

a. ought to have been involved in (or had greater visibility over) the arranging of the insurance policies and the consideration of policy terms intended to protect the assets of the Virtuoso Sub-Fund and Nova Sub-Fund;

b. ought to have conducted an independent assessment of the terms of insurance policies obtained by Greensill in order to assess the risks that the policies would not cover loss suffered with respect to the Notes including the risks that an insurer might deny coverage;

ba. ought to have conducted a critical analysis of the structure of the insurance or the concentration of insurance cover over a small number of insurance providers;

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [23].

Email chain involving (*inter alia*) Philipp Wehle, Michel Degen and others from 7 March 2021, where Philipp Wehle asked Gebhard Giselbrecht: "*Do you have the internal directive from 2019 at hand which required to reduce the funds' reliance on individual credit insurers?*", and Michel Degen subsequently responded in an email to Gebhard Giselbrecht (and others): "*According to my knowledge there were never such guidelines introduced – we had an internal discussion around it – but did not implement or instruct someone*": CSA.7000.0002.3438.

c. ought to have required (or in the alternative, sought) that the exposure of the Virtuoso Sub-Fund and/or Nova Sub-Fund to a particular insurer as a percentage of total notes insured be limited much more significantly than what in fact occurred;

Particulars

E.g. see transcript of interview by Deloitte and Walder Wyss with Mr Degen on 12 July 2021 at Q36 (CSA.0001.0012.2850): "we had once a discussion I think in 2020, no, 2019, I cannot clearly remember, where we said look, how much exposure do we have? Tokio Marine had like 85% of the risk and we discussed to limit this but we didn't really follow-up on this".

E.g. See transcript of interview by Deloitte and Walder Wyss with Mr Galligan on 18 May 2021 at Q40 (CSA.0001.0012.2890): "I ask myself how it can be so stupid to rely on one insurer".

~~c.~~d. ought to have required (or in the alternative, sought) that the insurance arrangements for the sub-funds were structured in such a way that the viability of the sub-funds was not jeopardised if an insurer decided not to renew its insurance policy at short notice; and, or alternatively

~~d.~~e. with respect to disclosures to investors, ought not to have made (or failed to make) the disclosures set out at paragraph 187D above.

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [23]. FINMA Ruling: CSA.0001.0011.7753 at 0078 ([245]-[246]). Further and better particulars may be provided following evidence and disclosure.

K FUTURE RECEIVABLES

K1 Amendment to the Hoffman Notes Program to add Annex J

191. On about 25 and 26 September 2018:

a. Greensill and CSAM representatives met to discuss a proposed "Bluestone" transaction, which was to involve future receivables;

b. Greensill representatives informed CSAM that there were risk factors with the proposed transaction which were disclosed in the relevant series supplement, Product Annex and Cash Annex (drafts of which were provided to CSAM); and

c. Greensill told CSAM that in particular it should note the particular risk factors associated with the sale of future receivables, as disclosed in the note documents.

Particulars

Meeting involving at least Ludwig Sels, Mr Greensill and Mr Haas on 25 September 2018; email from Mr Sels to Mr Haas, copying Ivan Jesensky dated 26 September 2018, attaching a draft Series Supplement, draft Prod Annex J and draft Cash Annex J: CSA.5000.0001.0204, CSA.5000.0001.0205, CSA.5000.0001.0206, CSA.5000.0001.0207.

192. On about 27 September 2018, Greensill made changes to the Hoffman notes program by issuing "Product Annex J".

Particulars

Product Annex J – Relevant Claim Type: Accounts Receivable Purchase Model D (Full Seller Recourse; Undisclosed; Including Future Account Receivables) (CSA.0001.0007.2191).

193. Product Annex J stated, *inter alia*, to the following effect:

a. the relevant claims to which it applied comprised rights to accounts receivable payable by, or rights to accounts receivable that are expected to become payable by, one or more relevant obligors to certain of their trade, commercial or other creditors in connection with the sale or purchase of goods and/or services, or arising from other commercial arrangements entered into with, or expected to be entered into with, the supplier of such goods and services (defined as "Accounts Receivable"), acquired from one or more sellers (defined as "AR Seller");

Particulars

Page 4 under the heading "Relevant Claim Type".

b. the relevant "AR Seller" would be entitled to sell rights to "Accounts Receivable" which represent an expected future payment obligation only (defined as a "Future Accounts Receivable"), because:

i. the relevant contract giving rise to the relevant "Future Accounts Receivable" had been performed but the relevant payment obligation not yet invoiced;

ii. the relevant contract giving rise to the "Future Accounts Receivable" had not yet been performed (in full or in part) by the relevant AR Seller; or

iii. the relevant contract that was expected to give rise to the relevant Accounts Receivable has not yet been entered into at all;

Particulars

Page 5, second paragraph, under the heading "Origination of Relevant Claims".

c. that none of the issuer of the notes, the "Relevant Claims Seller" (being GCUK), any Intermediary Party, the Note Trustee or any Distributor (as those persons are defined) would complete any due diligence on any "Accounts Receivable" the rights to which are purported to be acquired by GCUK or a relevant "Intermediary Party" (as applicable), including determining:

i. whether any such "Accounts Receivable" exists or comprises a "Future Accounts Receivable";

ii. in respect of any "Future Accounts Receivable", whether it is identifiable as at its purchase date, the reasons why it has not yet become an actual payment obligation and the likelihood of it becoming an actual payment obligation;

iii. whether any such "Accounts Receivable" is owed in the amount it is expressed to be owed or, in respect of any "Future Accounts Receivable", will become owed in the expected payment amount; and

iv. whether the rights of the Relevant AR Seller or the Intermediary Party (as applicable) to any such "Accounts Receivable" are assignable in accordance with their underlying terms or under applicable laws;

Particulars

Pages 5 and 6, under the heading "No due diligence / reliance on Additional Rights only". FINMA Ruling: CSA.0001.0011.7753 at 0016 (at [39]).

d. that GCUK would rely entirely on the representations, warranties, covenants and indemnities made or given by the Relevant AR Seller(s) (or other persons related to the Relevant AR Seller(s) as described);

Particulars

Page 6, under the heading "No due diligence / reliance on Additional Rights only".

e. the recovery of amounts owed under "Accounts Receivable" was subject to significant risks, including (without limitation) the following:

i. each "Accounts Receivable" would represent an unsecured debt claim against the relevant obligor for the amount owed, and such payment was therefore entirely subject to the credit risk of the relevant obligor, and on the insolvency of the relevant obligor, the amount recovered may be far less than the amount owed or zero;

ii. the amount payable in respect of any "Accounts Receivable" would be dependent on the performance of the obligations of the relevant supplier under the underlying contract for the supply of goods or services or to rights arising under contract, or applicable laws, as between the relevant obligor and the supplier;

iii. "Accounts Receivable" may or may not be evidenced by applicable invoices (or otherwise in written form) which may make them difficult to

enforce and relevant supply contracts may be subject to modification or waiver or be wholly or partially invalid;

iv. "Accounts Receivable" may be owed by Relevant Obligors that are subject to sanctions;

v. "Accounts Receivable" may relate to transactions that are illegal (including as a result of sanctions), aid money laundering, are the subject of corrupt or fraudulent practices or never existed;

vi. "Accounts Receivable" may have been previously sold, or otherwise encumbered, by the relevant suppliers or relevant AR Sellers; and

vii. "Accounts Receivable" may not be paid on time or paid to the wrong party;

Particulars

Pages 14 and 15, under the heading "Risks related to Accounts Receivable generally".

f. to the extent that the relevant claims comprised rights to "Future Accounts Receivable", the recovery of amounts owed was subject to further significant risks, including (without limitation) the following:

i. the payment obligation represented by any "Future Accounts Receivable" must be properly identifiable at the time of sale, otherwise, any sale is likely to be unenforceable under applicable laws;

ii. to the extent the payment obligation represented by any "Future Accounts Receivable" is properly identifiable at the time of sale, any transfer is likely to take effect in equity or as a simple contractual right to be transferred the relevant payment obligation when it becomes an actual payment obligation (or otherwise not as a full assignment of the relevant payment obligation) until such payment obligation becomes an actual payment obligation and, depending on the governing law of the transfer and the jurisdiction of the relevant AR Seller and relevant obligor, may not be enforceable at all or may not be enforceable against the relevant AR Seller in the event that it enters insolvency proceedings prior to the relevant payment obligation becoming an actual payment obligation;

iii. if the sale of the "Future Accounts Receivable" did give rise to a valid interest in it, the right of the purchaser to take a full assignment of such payment obligation and thereby make any recovery under it, would be dependent on such "Future Accounts Receivable" becoming an actual payment obligation, which would depend on the relevant conditions that

need to be satisfied in order for such payment obligation to become due and payable – and relevant conditions may include (without limitation) a requirement for the relevant obligor to enter into a binding contract with the supplier, relevant anticipated future sales of goods or services taking place under a relevant contract, the provision of relevant invoices to the relevant obligor for the delivery of such goods or the performance of such services (as applicable) or certain other conditions which may be outside the control of the Relevant AR Seller; and

iv. depending on applicable governing laws, if the relevant obligor in respect of any "Future Accounts Receivable" becomes insolvent at any time prior to the payment obligation represented by such "Future Accounts Receivable" becoming an actual payment obligation, the purchaser of such "Future Accounts Receivable" will have no claim

Particulars

Pages 15 and 16, under the heading "relating to the sale of Future Accounts Receivables".

g. no due diligence would be completed by Greensill (or the Issuer, the Note Trustee, the Distributor, any Relevant Claims Seller (being GCUK) or any Intermediary Party, as those terms are defined) in respect of any relevant AR Seller, Servicer, Supplier or Relevant Obligor (including as to their creditworthiness) (as those terms are defined) or any "Accounts Receivable" or in respect of any of the underlying arrangements giving rise to such "Accounts Receivable", including as to whether any "Accounts Receivable" is a "Future Accounts Receivable", whether any "Future Accounts Receivable" is properly identifiable and any conditions that need to be satisfied in order for the payment obligation represented by any "Future Accounts Receivable" to become an actual payment obligation;

Particulars

Page 16, under the heading "No due diligence".

h. in any agreement for the purchase of relevant receivables, there was an inherent risk that any "Accounts Receivable" may be fraudulent, non-existent or related to goods and/or services that do not exist (or which are never likely to come into existence), were never provided or were provided in a condition or quantity that did not comply with the terms of the underlying arrangement giving rise to the applicable "Accounts Receivable", and as a result payment is not received from the relevant obligor on the "Accounts Receivable" or is only received in part;

Particulars

Page 16, under the heading “No due diligence”.

i. none of the Issuer, Greensill, the Note Trustee, any Intermediary Party or any Distributor (as those terms are defined) would carry out any due diligence as to the creditworthiness of any Relevant AR Seller (or any affiliate thereof), the Servicer or any Guarantor (as those terms are defined) to which there is recourse under any relevant purchase agreement; and

Particulars

Page 16, under the heading “No due diligence”.

j. there were also a number of special risk factors in relation to the notes proposed to be issued by Product Annex J, including with respect to whether there was a series event of default upon the occurrence of a failure to pay, limited representations and warranties from the relevant claims seller, risks relating to the true sale of “Accounts Receivable” under the relevant agreements, no notification of assignment to relevant obligors, multiple relevant obligors and accounts receivables per tranche of notes, and physical settlement in limited circumstances only.

Particulars

Page 17-19, in the section of Product Annex J relating to “Risks Relating to the Relevant Claims”.

K2 First purchase of future receivables – Rasmussen / Bluestone

194. On about 27 September 2018, Hoffman executed a “series supplement” for the “Rasmussen / Bluestone” transaction (the **Bluestone Series Supplement**), which was to include “Future Accounts Receivable” as part of the claims backing the series of notes.

Particulars

See CSA.5000.0001.0208, CSA.5000.0001.0209.

195. The Bluestone Series Supplement set out risk factors, in addition to those set out in the Hoffman Base Memorandum and Product Annex J (and Cash Collection and Allocation Annex J), which risks included:

a. that the majority of accounts receivable sold to Greensill would be based on an expectation of coal sales anticipated to be made and therefore represented an expected future payment obligation only;

b. that the right of Greensill to take a full assignment of a payment obligation and thereby make any recovery under it was dependent on such Future Accounts Receivable becoming an actual payment obligation at some point in the future; and

c. that while the intention was that each "Future Account Receivable" would be evidenced by an existing business relationship and an expectation (based on historical data) that the relevant "Future Accounts Receivable" would become an actual payment obligation, there was a risk that any sale of a "Future Accounts Receivable" would not be upheld in Court for lack of certainty as to the identity of the "Future Accounts Receivable" being sold, and none of Greensill, the Issuer or the Note Trustee would carry out any due diligence in respect of the underlying relationships.

Particulars

See CSA.5000.0001.0209 at pages 6 to 15.

196. On about 24 September 2018, Greensill provided CSAM with a copy of draft (but close to final) Bluestone documentation.

Particulars

Email from Mr Sels to Mr Haas, copying Mr Jesensky dated 24 September 2018, attaching various draft documents including a Bluestone Series Supplement and Product Annex J: see CSA.5000.0001.0195.

197. On about 25 and 26 September 2018, Greensill:

a. provided CSAM with an updated version of the Bluestone documentation; and

b. drew CSAM's attention to the fact that the transaction involved future receivables and the particular risk factors associated with such transactions contained in the documentation.

Particulars

Email from Mr Sels to Mr Haas, copying Mr Jesensky dated 26 September 2018, attaching various draft documents including a Bluestone Series Supplement and Product Annex J: see CSA.5000.0001.0204.

198. On about 27 September 2018, Greensill provided CSAM with the execution version of the Bluestone Series Supplement as well as a list of account debtors associated with the transaction.

Particulars

Email from Mr Jesensky to Mr Haas, copying Mr Sels, dated 27 September 2018: see CSA.5000.0001.0208.

199. The Bluestone Series Supplement was subsequently executed, and both the Virtuoso Sub-Fund and Nova Sub-Fund acquired notes pursuant to it, which were backed by future receivables.

200. In the period following the Bluestone transaction, one or both of the Virtuoso Sub-Fund and Nova Sub-fund acquired further notes which were backed by future receivables pursuant to Greensill notes programs, including with respect to the following programs:

a. Beryl MO – General Atlantic;

b. Fairymead MO – Katerra;

c. Rasmussen – Bluestone;

d. Seaview – Onesteel (which was a program associated with Mr Gupta); and

e. Rei~~h~~bein – SSUK (which was a program associated with Mr Gupta).

Particulars

By way of example, as at about 16 June 2020, the Virtuoso Sub-Fund was exposed to about US $1.539 billion in future receivables, and the Nova Sub-Fund was exposed to about US $430 million in future receivables, totalling about US $1.969 billion: see email from Mr Haas to Mr Degen and Mr Mathys dated 18 June 2020: CSA.5000.0002.5721. <u>See Deloitte Report at [6.19.2].</u> As at about this time, there were also at least 2 programs with respect to which the sub-funds did not yet have holdings, being Farqhars Multi Obligor Programme 2019 (OYO) and Bingera Multi Obligor Program.

<u>By the time of the SCF Funds suspension on 1 March 2021, exposure to programmes which included future receivables had increased further to 34% of NAV in the Virtuoso Sub-Fund and 24% of NAV in the Nova Sub-Fund: see Deloitte Report at [6.19.5].</u>

Further particulars may be provided following disclosure and evidence.

200A. Of the notes programmes which are the subject of these proceedings, TCUK ~~(Liberty OneSteel – Seaview)~~, SSUK (Rei~~h~~bein) and Bluestone (Rasmussen) involved future receivables.

K3 Concerns identified at Credit Suisse as to future receivables

201. [Not used] ~~In about July 2019:~~

~~a. a news article was published in The Market which stated to the effect that:~~

~~b. the notes acquired by the sub-fund may not be collateralised or may not be collateralised solely by trade receivables, and therefore cannot be supply chain financing; and~~

~~c. an example of this was the Virtuoso Sub-Fund investing a total of 43.7 million in notes from Catfoss DBT, Catfoss Renewables, Noviniti Colchester and Noviniti Poole;~~

~~Particulars~~

~~See CSA.5000.0001.1099.~~

~~in response to the article in The Market pleaded in the preceding sub-paragraph, a representative of the Credit Suisse Group wrote to representatives of CSAM identifying that the article seemed to believe that the Virtuoso Sub-Fund held "dubious papers"; and~~

~~Particulars~~

~~Email from Sebastian Kistner of the External Communications team to Mr Degen, Mr Haas, Mr Mathys and Mr Andreas Asche: see CSA.5000.0001.1099.~~

~~as far as Marsh is presently aware, CSAM and/or CSFM did not take any further steps to assess or investigate the concerns raised by the article in The Market at the time.~~

202. ~~In~~In about April 2020:

a. representatives of CSAM and/or CSFM ~~did not understand the nature of~~had not been keeping track of the sub-funds' exposure to future receivable programs, and were not in a position to identify the extent of future account receivables within those programs;

Particulars

See email correspondence from Mr Degen to Mr Mathys dated 13 April 2020: CSA.7000.0002.2932 (translated from German). "*Future Receivables… how many of those do we have … if any at all …*".

See email correspondence from Mr Haas to Mr Mathys dated 14 April 2020 (CSA.5000.0001.1505): "*gone through the list, and from my point of view the following programs allow future receivables*."

See email correspondence from Mr Haas to Mr Sels dated 15 April 2020: CSA.5000.0001.1514. "*Are there any other "Future Account Receivables Programs"? In case of a future AR program, is the whole program "future AR" or only part of?*"".

By about the end of April 2020, CSAM had identified programs containing future receivables at the time – see email from Ruzica Stowe to Mr Mathys, Mr Asche and Mr Haas (CSA.7000.0001.7499). However, it did not know allocations between future account receivables and actual account receivables in those programs: e.g. see letter from CSFM to CSSF dated 17 March 2021: CSA.5000.0004.0043 at _0002. (See also email from Mr Mathys to Mr Degen dated 28 June 2020 (CSA.5000.0001.1682).)

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [19]-[20].

Further particulars may be provided following evidence and disclosure.

b. representatives of CSAM and/or CSFM raised concerns that the validity of insurance policies may be challenged where the receivable was not in relation to a bona fide trade;~~.~~

Particulars

See email correspondence regarding future receivables between Mr Greensill and Mr Mathys (CSAM) on 29 April 2020: CSA.5000.0001.1565. "*You mentioned that your colleagues enquired as to whether the customer receivable insurance validity may be challenged by the reference in the policy that the receivable be in relation to bona fide trade*". Further particulars may be provided following evidence and disclosure.

c. Greensill informed representatives of CSAM and/or CSFM that in its view, the insurance policy eliminated such a~~s~~ risk;

Particulars

Email correspondence between Mr Greensill and Mr Mathys (CSAM) on 29 April 2020: CSA.5000.0001.1565.

d. Greensill informed representatives of CSAM and/or CSFM that it would provide quarterly reporting on all future receivable programmes; and

e. as at about that time, no steps were taken by CSAM and/or CSFM to further consider or understand the view asserted by Greensill.

Particulars

Email from Luc Mathys to Andreas Asche, Lukas Haas and Tanya Kiefer dated 1 May 2020 (CSA.5000.0008.3198).

Email correspondence between Andreas Asche and Luc Mathys dated 21 April 2020 (CSA.5000.0002.4814), Andreas Asche asked: (translated) '*Should we take a closer look at this now? Or do you want to brush it off?*'. Luc Mathys replied: '*All fine, has been discussed btw Lex and Michel as I understand*'. Andreas Asche states: '*Hmmm. I do not know whether this really assures me*'.

202A. By or around 14 May 2020, CSAM had not received documents to assist with the monitoring of future receivables programmes which Mr Asche described as a 'critical warning sign'.

Particulars

Email from Andreas Asche to Luc Mathys dated 14 May 2020 (CSA.5000.0008.3194).

202B. The foreshadowed documents concerning future receivables programs described in the preceding paragraph were never provided to CSAM and/or CSFM, and the foreshadowed quarterly reporting by Greensill future receivables programs did not eventuate.

Particulars

As to the failure to provide foreshadowed quarterly reporting, see Deloitte Report at [6.19.3].

203. By no later than about June 2020, representatives of CSAM and/or CSFM were again raising concerns about:

a. the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to future receivables; and

b. whether insurance would accept a claim based on future receivables.

Particulars

See Deloitte Report at [6.19.4].

See email from Mr Haas to Ivan Jesensky, copying Mr Asche, Mr Mathys, Ms Stowe, Mr Milenkovic and~~,~~ others, dated 22~~3~~ June 2020 regarding the Bingera multi-obligor program: CSA.5000.0002.5553. "*We are talking about USD 300m financing provided to a company having USD 200m Revenues and equity of USD 80m. On top I doubt that in such a case the insurance will accept the claim and pay?*".

Email from Mr Haas to Mr Mathys dated 23 June 2020: CSA.5000.0002.5591. *"• GC provides metic [sic] checks such as due date/tenor/eligible account debtor/account debtor limit. -> They do not check whether a AR is really a receivable. • "A future AR can be anything -> Series Supplement p13: Future Accounts Receivable comprise expected future amounts which are intended on the relevant Purchase Date to become payable by the Relevant Obligor as a result of the actual or anticipated future sale or lease of Equipment to the Relevant Obligor (or the future performance of services in respect of Equipment), but which are not the subject of an actual or enforceable payment obligation of the Relevant Obligor on such Purchase Date. • So far we did not have a chance to check the insurance policy. Is everything — with the usual exceptions of Radiation and War — covered by the policy, also fraud?. • "I need a confirmation that fraud is covered as well. Imaging we are financing USD 300m future AR based on an "expectation" a receivable will occur and after 364 days the outcome is that it was fraud and the money was spent somewhere else. Have my doubts that this will be covered by the insurance policy. • Even if we already have similar structures, I think this is also opening the door for fraud*".

See email from Mr Degen to Mr Haas on 28 June 2020: CSA.5000.0002.5721. "*No new programs are accepted with Future Receivables or activated!*".

FINMA Ruling CSA.0001.0011.7753 at 0034 – 0035 ([88]-[90]).

Further particulars may be provided following evidence and disclosure.

203AA. As at about 16 June 2020, the Virtuoso Sub-Fund was exposed to about US $1.539 billion in future receivables, and the Nova Sub-Fund was exposed to about US $430 million in future receivables, totalling about US $1.969 billion.

Particulars

Email from Lukas Haas to Michel Degen and Luc Mathys dated 18 June 2020 (CSA.5000.0002.5721).

203AB. By or around 28 June 2020, CSAM had provided internal instructions not to accept new programmes with future receivables.

Particulars

Email from Michel Degen to Luc Mathys dated 28 June 2020 (CSA.5000.0002.5721).

See also email from Mr Mathys to Ms Stowe, Mr Jesensky and others dated 22 June 2020 (CSA.5000.0002.5540): "*We are not going to purchase additional programs based on future receivables until we have clear solutions in terms of DD, recurring control framework and weight limitations*".

203AC. By or around 20 August 2020, CSAM considered that they should inform investors that some of the programmes involved future receivables.

Particulars

Email from Andreas Asche to Luc Mathys and Lukas Haas dated 20 August 2020 (CSA.7000.0002.2881).

203AD. On about 2 September 2020, CSAM again provided internal instructions not to accept new programmes with future receivables.

Particulars

Email from Mr Degen to Mr Mathys dated 2 September 2020 (CSA.7000.0002.2413): "*Lets discuss…Lex and future receivables…do not want anymore…*".

203AE. By no later than about November 2020, a representative of CSAM raised further questions about future receivables, including how future receivables were monitored.

Particulars

Email from Mr Haas to Mr Jesensky, Ms Stowe and Mr Asche, copying others, dated 3 November 2020: CSA.5000.0008.3172. See also Deloitte Report at [6.19.4].

203B. The future receivables backing certain notes acquired by the sub-funds:

a. contrary to buyer-confirmed receivables, created an additional liability on the balance sheet of the supplier;

b. were not necessarily related to any real existing business activity, and were potentially highly speculative;

c. created a credit exposure to the supplier that was fundamentally different from the credit risk exposure to buyers resulting from buyer-confirmed receivables only;

d. so long as there was no materialisation into actual receivables, meant the sub-funds were exposed in terms of credit risk to the supplier (or its guarantor);

e. meant that substantial exposures to problematic suppliers were built up through the acquisition of such notes; and/or

f. led to a material credit risk exposure to sellers, which credit risk rose materially over the lifetime of the sub-funds.

Particulars

These matters are explained by the CSSF in the CSSF Breach Annexure at section 2, and at section 4.3 under the heading "Credit Risk – Notes backed by supplier payment undertakings and Notes backed by future AR" (CSA.7000.0003.3919).

See Deloitte Report at [6.18.1].

204. Despite the concerns and matters raised above:

a. the sub-funds maintained very significant exposure to future receivables programs;

Particulars

See for example, Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [20]: "*the programmes that admitted future receivables accounted for a substantial proportion of the portfolios of the four SCF Funds (namely around 30% of the total note holdings calculated over the period from 2017 to closure)*".

See for example the CSSF Breach Annexure at section 4.3 under the heading "Credit Risk – Notes backed by supplier payment undertakings and Notes backed by future AR" – "*In March 2021, when the decision was taken to suspend and liquidate the SCF Funds, the AIFM indicated that our of total net assets of USD 9.3 billion, USD 2.5 billion were invested in notes backed by (or allowing) future AR. Three years later, as of 18 June 2024, USD 1.477*

billion of investments in Notes backed by future AR related to the groups of companies in the "Focus Areas" still have not been recovered yet" (page 68 of 127) (CSA.7000.0003.3919). The groups of companies in the "Focus Areas" is a reference to Katerra / SoftBank, GFG (i.e. Gupta), and Bluestone (see page 65 of 127).

See also the CDRF Monthly Update dated 24 February 2023 and the CSAM Q&A SCFF Portfolio Details dated February 2023, referred to in the Final Mazars Report (page 176) (CSA.0001.0012.0569), which described that as at about February or March 2023, about USD $1.5 billion of investments in notes backed by future receivables had not been recovered, with that exposure as at 14 February 2023 broken down as follows: (1) about $603 million for Bluestone; (2) about $487 million for GFG (i.e. Gupta); and (iii) about $440 million for Vision / Katerra.

Further particulars may be provided following evidence and disclosure.

b. allocations between future account receivables and actual account receivables were made by Greensill, and CSFM and/or CSAM did not have systems in place to track allocations between future account receivables and actual account receivables, manage or monitor the sub-funds' exposure to future receivables, or restrict the extent of future receivables.

Particulars

Letter from CSSF to CSFM dated 14 December 2023 (Appendix 1): CSA.5000.0008.1798 at _0608.Letter from CSFM to CSSF dated 17 March 2021: CSA.5000.0004.0043 at _0002.

See Deloitte Report at [3.4.2], [3.16.3], [6.10.5], [6.12.4], [6.19.3].

See interview by Walder Wyss and Deloitte with Mr Degen on 12 July 2021 at Q52-53 (CSA.0001.0012.2850).

See interview by Walder Wyss and Deloitte with Lukas Haas dated 20 July 2021 (CSA.0001.0012.2852) at Q36-37, Q43-44, Q60.

See interview by Walder Wyss and Deloitte with Andreas Asche dated 2 July 2021 (CSA.0001.0012.2845) at Q32-Q33.

K4 Failures with respect to the approach to future receivables

205. In the premises pleaded at paragraphs 37 to 79 and 191 to 204 the acquisition of notes backed by future account receivables on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund:

a. occurred in circumstances where:

ia. CSAM and/or CSFM had only undertaken rudimentary investigation through external lawyers into future receivables;

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [19].

i. CSAM and/or CSFM were aware of the matters set out in Product Annex J;

ii. CSAM and/or CSFM were on notice of the need for investors in the notes to conduct their own due diligence, investigations and analysis, and the risks of investments in the notes, including by reason of the matters set out in the Lagoon Park Base Memorandum, Wickham Base Memorandum and the Hoffman Base Memorandum;

iii. the structure of the investment process with Greensill meant that CSAM had effectively delegated investment functions to Greensill, such that so long as certain predetermined criteria were met, CSAM was not exercising any discretionary investment management powers with respect to the acquisition of notes backed by future receivables on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund (except to the extent that from about September 2019, CSAM had an ability to reject or dispose of notes if certain conditions were met, pursuant to the warehouse facility agreements, as pleaded at paragraph 50A above with respect to the Virtuoso Sub-Fund and at paragraph 65 above with respect to the Nova Sub-Fund); and

iv. the structure of the investment process with Greensill and the effective delegation of investment functions to Greensill meant that the notes backed by future receivables were being acquired by CSAM on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund without CSAM (and/or CSFM) knowing about the receivables underlying the transaction (or in the alternative, knowing very limited information about those receivables);

b. changed the risk character of the sub-funds, including by the acquisition of notes backed by possible future claims which had not yet arisen;

c. led to the Virtuoso Sub-Fund and/or the Nova Sub-Fund financing some companies whose creditworthiness was doubtful (or in the alternative, where

CSAM and/or CSFM did not know whether or not the creditworthiness of those companies was doubtful);

d. occurred in circumstances where:

i. CSAM and/or CSFM did not perform any controls to ensure the existence of the receivables;

ii. CSAM and/or CSFM did not have sufficient knowledge of the nature and extent of the exposure of the Virtuoso Sub-Fund and the Nova Sub-Fund to notes backed by future receivables;

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [291].

iii. CSAM and/or CSFM did not have sufficient visibility or control over the nature and extent of the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to notes backed by future receivables;

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0034 ([89]).

iv. at the times when notes backed by future receivables were acquired, CSAM and/or CSFM did not perform adequate investigations or due diligence in respect of those transactions;

v. CSAM and/or CSFM did not adequately identify, limit or monitor the risks for the Virtuoso Sub-Fund and Nova Sub-Fund arising from having a significant exposure to notes backed by future receivables;

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [20]: "*the issue of future receivables was neither included in the pre-trade monitoring by the portfolio management nor in the ex-post monitoring by the fund manager*".

vi. once CSAM and/or CSFM were on notice of concerns regarding notes backed by future receivables and/or serious or credible allegations that the invoices against which GCUK were financing facilities were not based on the underlying trade of goods or services and/or that there were

serious or credible concerns that GCUK was lending amounts against alleged receivables that did not exist and may never come into existence, they took inadequate steps to address the risks arising from those concerns, including by failing to sufficiently reduce the exposure to such notes; and

Particulars

FINMA Ruling CSA.0001.0011.7753 at 0034 ([88]).

Email from Andreas Asche to Luc Mathys dated 21 April 2020: CSA.5000.0002.4817.

Further particulars may be provided following evidence and disclosure.

e. caused the sub-funds to invest in a manner which was not compliant with the investment policy set out in the offering documents and/or the Internal Investment Guidelines.

Particulars

i. See the "Administrative sanction of 5 December 2024 for non-compliance with professional obligations related to general requirements, organisational requirements, oversight of delegates, disclosure to investors, risk and liquidity management systems, conflicts of interest and valuation" issued by the Commission de Surveillance du Secteur Financier on 20 December 2024 in Luxembourg (the **CSSF Sanction**), under the heading "Context and major cases of non-compliance with the professional obligations identified" at (iii) on pages 5 and 6 (MAR.0008.2000.0014).

ii. At no stage did the Virtuoso Offering Memorandum, the Nova Prospectus or the Internal Investment Guidelines disclose or otherwise give any indication that the sub-funds were investing in "future receivables" or "future accounts receivables". See also Deloitte Report at [6.69.3].

iii. At no stage did the Virtuoso Offering Memorandum, the Nova Prospectus or the Internal Investment Guidelines disclose or otherwise give any indication that "receivables" underlying the notes did not yet exist and may not ever arise.

(iiia) The definitions of future accounts receivables lacked clear specifications and binding criteria as to the degree of certainty with

which the expectation of realisation of the expected receivables was required to exist; Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [259]-[265].

(iiib) The notes backed by future account receivables did not meet the description of "Notes backed by supplier payment undertakings" in the Offering Documents: see section 2.3 of the CSSF Breach Annexure (CSA.7000.0003.3919).

(iiic) See also generally section 2.3 and section 3.5 of the CSSF Breach Annexure (CSA.7000.0003.3919).

(iiid) In about 2019, consideration was given as to whether to amend the "Investment Objective and Policy" section of the Virtuoso Offering Memorandum to specify that the investments may include rights to account receivables being the so-called "Future Account Receivables", but this did not occur, in order to "*avoid too much of change and unnecessary questions*": see letter from CSSF to CSFM dated 22 July 2022: CSA.5000.0008.1632. As was identified by the CSSF, this comment indicates that full transparency on investments in notes backed by future accounts receivables was deliberately omitted from the description of the investment policy of the sub-funds: see letter from CSSF to CSFM dated 14 December 2023 (Annexure 1): CSA.5000.00081798 at 0603.

iv. Further particulars may be provided following evidence and disclosure.

205A. Further or in the alternative, CSAM and/or CSFM failed to identify that the introduction of future receivables constituted a material change to the investment objectives of the Virtuoso Sub-Fund and Nova Sub-Fund, which ought to have led to a new product approval process, amendments to the investment objectives of the funds, and investor notification.

Particulars

<u>See the transcript of the Walder Wyss and Deloitte interview with Mr Hehenkamp on 10 August 2021 (CSA.0001.0012.2856) at Q43-Q44, Q88, Q90.</u>

<u>See also transcript of Wenger Plattner interview with Mr Wehle dated 14 April 2022 at [34]-[35] (CSA.5000.0008.3303).</u>

Further particulars will be provided following expert evidence.

<u>205AA. Further or in the alternative, none of the marketing materials for the Virtuoso Sub-Find used the term "future receivables" or explained them as a type of supplier undertaking with specific characteristics and risks.</u>

Particulars

See Deloitte Report at [3.9.2].

See Walder Wyss and Deloitte interview with Gebhard Giselbrecht on 8 April 2021 (CSA.0001.0012.2820) at Q21.

KA CIRCUMSTANCES OF LOAN AND PROPOSED CAPITAL RAISE BY CREDIT SUISSE GROUP

KA1 The Credit Suisse Group's Oversight of the Relationship Between CSAM / CSFM and Greensill from about July 2020

205AB. In the period from about July 2020 until about March 2021:

a. Thomas Gottstein was:

   i. Chief Executive Officer of the Credit Suisse Group; and

   ii. a member of the Executive Board of the Credit Suisse Group;

b. Lara Warner was:

   i. Chief Risk Officer of the Credit Suisse Group; and

   ii. a member of the Executive Board of the Credit Suisse Group;

c. Helman Sitohang was:

   i. Chief Executive Officer of Credit Suisse Asia Pacific; and

   ii. a member of the Executive Board of the Credit Suisse Group Executive;

d. Philipp Wehle was:

   i. Head of International Wealth Management for the Credit Suisse Group; and

   ii. a member of the Credit Suisse Group Executive Board;

e. Eric Varvel:

   i. was Global Head of Asset Management for the Credit Suisse Group; and

   ii. reported directly to Mr Wehle;

f. Richard Gibb:

   i. was Credit Suisse Australia's Chief Executive Officer; and

   ii. reported directly to Mr Sitohang;

g. Shane Galligan was:

i. Credit Suisse's Managing Director – Senior Client Partner Australia; and

ii. the Greensill relationship manager within Credit Suisse Private Banking Asia Pacific; and

h. Nick Koemtzopolous was:

i. Credit Suisse's Head EMEA Equity Capital Markets; and

ii. the main contact in London for Greensill regarding a potential Initial Public Offering (**IPO**).

205AC. On about 28 January 2020, Mr Galligan, Mr Koemtzopoulos, Mr Gibb and others presented to the Greensill Board to "pitch" for Credit Suisse to potentially conduct an IPO on behalf of Greensill.

Particulars

See email from Mr Galligan to Mr Greensill and Maurice Thompson, copying others, dated 25 January 2020 (GCU.0005.0022.0412), attaching presentation entitled "IPO considerations" (GCU.0005.0022.0413). See the Deloitte Report at [2.3.1].

See transcript of interview by Deloitte and Walder Wyss with Mr Gibb on 18 May 2021 at Q9 (CSA.0001.0012.2897).

205ACA. On about 27 February 2020, Mr Greensill and Mr Sitohang met for dinner to discuss all of the "ancillary business" which Greensill (and relatedly, Mr Gupta) were giving or proposing to give the Credit Suisse Group.

Particulars

See the particulars to paragraphs 162MAB above.

205AD. On about 4 March 2020, Dr Gottstein wrote to Mr Greensill:

a. to introduce himself directly to Mr Greensill, because he was contacting Credit Suisse's most valued clients;

b. to inform him that Mr Galligan had briefed him on the current Greensill and Credit Suisse initiatives and on the success of recent IPO pitch from Credit Suisse, and that "CS will not let you down".

Particulars

See CSA.5000.0008.1831.

205AE. In about March 2020, Credit Suisse Australia extended a $120 million loan to Mr Greensill and his brother, Peter Greensill.

Particulars

Reputational Risk Review Process Memoranda dated 9 October 2020 CSA.7000.0001.0152_0005 and 4 December 2020: CSA.7000.0001.0740_0005. See the Deloitte Report at [2.2.5]. ~~As far as Marsh is presently aware, at this stage the documents recording this loan have not been discovered by UBS.~~

205AF. On about 6 May 2020, Dr Gottstein:

a. had a call with Mr Greensill, the objective of which was for Mr Greensill and Dr Gottstein to get to know each other, and to stamp Credit Suisse's willingness to be the bank of choice around the world across various initiatives; and

b. received briefing materials in preparation for that meeting.

Particulars

See email from Joachim Oechlin to Dr Gottstein dated 1 July 2020: CSA.5000.0008.1833 attaching CSA.5000.0008.1834, CSA.5000.0008.1835 and CSA.5000.0008.1836. ~~Marsh notes that these documents have been heavily redacted by Credit Suisse, with CSA.5000.0008.1834 being redacted in such a manner that it contains no substantive content.~~

That the objective of the meeting was to the effect as described above was set out in the briefing note under the heading "Rationale / Objectives of the meeting according to Shane Galligan".

205AG. In about May 2020, Credit Suisse's Global Financial Crime Compliance team ("FCC") prepared a report on Mr Greensill and Peter Greensill.

Particulars

See draft report at CSA.7000.0001.2168. ~~The draft report has a significant number of redactions.~~ The report contains a "negative news summary", which includes references to reports of high profile credit losses by Greensill Capital clients in 2020, reports on the role of Greensill with respect to GAM in May 2019, an anonymous letter sent to the CEO in June 2019 questioning the cooperation between Credit Suisse and Greensill, and reports on disputes with the ATO.~~,~~

205AH. On about 14 June 2020, the Financial Times published an article entitled "SoftBank invests in Credit Suisse funds financing technology bets".

Particulars

This article is described in the particulars to paragraph 173 above.

205AI. On about 15 June 2020, in response to the article in the Financial Times, Dr Gottstein requested the following information:

a. how much SoftBank was invested in Greensill, both in notional amount and percentage (range) terms;

b. how much and in which companies the supply chain funds invested in which SoftBank (Vision Fund) was invested;

c. how much SoftBank (Vision Fund) was invested in the supply chain funds.

Particulars

Email from Mr Milenkovic, to Mr Degen, Mr Mathys, Mr Haas and Anitta Tuure, copying Ms Oechslin, dated 15 June 2020. The email had the subject line "FT article", and was sent with high importance: CSA.6000.0002.0821.

205AJ. On about 15 June 2020, CSAM responded to the request for information from Dr Gottstein regarding SoftBank and Greensill, which response included, *inter alia*:

a. that the Vision Fund owned approximately 37.4% of the equity of Greensill; and

b. that as at 11 June 2020, the supply chain funds had a total of approximately 20.2% exposure to Vision Fund related companies; and

c. that SoftBank had USD 850 million investment in the supply chain funds.

Particulars

Email from Mr Milenkovic to Mr Oechslin, copied to Mr Degen, Mr Varvel, Mr Haas, Mr Mathys, Ms Tuure and Tony Patti dated 15 June 2020: CSA.6000.0002.0821.

205B. By about mid-2020, several different parts of the Credit Suisse Group were engaging with the Greensill Group.

Particulars

This included the Asset Management business and the Private Banking business.

See also CSA.7000.0001.0152_0005, CSA.7000.0001.0152_0005; CSA.5000.0008.2556; CSA.6000.0001.9633.

Further particulars may be provided following evidence and disclosure.

205C. From a time not presently known to Marsh, but by no later than about July 2020, senior management of the Credit Suisse Group were involved in directing, instructing overseeing and/or making decisions for CSAM and/or CSFM with respect to its relationship with Greensill and its management of the Virtuoso Sub-Fund and Nova Sub-Fund.

Particulars

The relevant senior management presently known to Marsh were Dr Gottstein, Ms Warner, Mr Sitohang, Mr Wehle, Mr Varvel, Mr Galligan, Mr Chin and Mr Dasmaltschi.

This scrutiny on Greensill appears to have arisen in a context where Ms Warner had asked to be informed about any business considered for SoftBank and related entities: e.g. see Deloitte Report at [6.131.2].

Further particulars may be provided following evidence and disclosure.

205D. On about 22 July 2020, Dr Gottstein, Ms Warner, Mr Sitohang and Mr Wehle attended a call to discuss SoftBank, Vision Fund, and the Greensill Group, during which call, *inter alia*:

a. it was decided that the Credit Suisse Group did not want there to be any increase in Vision Fund's and SoftBank's stake in Greensill, and that ideally Vision Fund would reduce its stake in Greensill;

b. it was decided that there should be a joint plan with Greensill to bring Vision Fund backed companies within the SoftBank Limit of 5% by the end of 2020, which should be the subject of a written agreement with Greensill;

c. Dr Gottstein indicated to the effect that there needed to be more active selection of notes offered by Greensill through CSFM and/or CSAM's fund management (which would normally lead to higher rejection rates than what had occurred to that point in time); and

d. Mr Sitohang and Mr Wehle were tasked with seeking to install better governance around the Greensill relationship.

Particulars

This call is described in an email from Mr Wehle to Mr Varvel (copied to Babak Dastmaltschi) dated 22 July 2020: CSA.5000.0003.7287. Following the call, Mr Wehle conveyed the results of the call to Mr Varvel in his email and raised some follow-up questions about the matters

discussed. Further particulars may be provided following evidence and disclosure.

205DA. On about 22 July 2020, Mr Dastmaltschi provided Mr Wehle with a "one pager" which set out details of relationships between the Credit Suisse Group and Greensill, including details of the "business pipeline" from Greensill.

Particulars

This information was sent from Mr Dastmaltschi to Mr Wehle in response to the email particularised at paragraph 205D: see CSA.7000.0001.3810 and CSA.7000.0001.3811. The "business pipeline" for Credit Suisse's International Wealth Management Group was stated to be:

(i) Potential real estate financing in UK, at corporate level

(ii) Aviation finance: client holds 5 private jets

(iii) Expanding CSAM collaboration further (SCF funds)

(iv) Increase AuM for PB from further cash proceeds: yearly dividend inflows (up to 30m+ p.a.) and potential further sale of stakes (esp. after IPO)

(v) Salary pre-payments business: help client grow business by rolling-out to corporates internationally

(vi) Risk management of listed strategic stake in GC, post-IPO (est. 2021 at the earliest)

The "business pipeline" for Credit Suisse's "APAC Division" was stated to be:

(i) IPO of GC In Australia (APAC and London IB/ECM)

(ii) IB/ECM APAC and London involved also for potential pre-IPO investors, and potential M&A opportunities.

205E. On about 24 August 2020, senior management of the Credit Suisse Group, including Dr Gottstein, met with representatives of FINMA at which:

a. FINMA provided a negative assessment of Greensill; and

b. FINMA expressed its disappointment to Dr Gottstein that no review had taken place on the part of Credit Suisse with regard to GAM.

Particulars

FINMA Ruling, CSA.0001.0011.7753 at 0035 ([92]). The negative assessment included the words "it doesn't look good". Other aspects of this meeting (including the other attendees) are not presently known to

Marsh, and part of the FINMA report referring to this meeting is presently subject to a claim for legal professional privilege by UBS.

See also email from Manuel Rybach to Richard Meddings and Romeo Cerutti dated 24 August 2020, with the subject "FINMA/Richard Meddings call, August 24, 2020 – draft minutes", which states: "*Finally, MB [Mark Branson, FINMA] brought up Greensill/Vision Fund, stating that "it doesn't look good" and expressed his disappointment that there was "no GAM readacross*"": CSA.7000.0001.2361.

Further particulars may be provided following evidence and disclosure.

KA2 Credit Suisse Raising Funds for Greensill

205EA. From as early as May 2019, the Credit Suisse Group Investment Banking division sought to be considered by Greensill to act on any potential initial public offering (**IPO**) or share sale of Greensill.

Particulars

(a) Email from Nick Koemtzopoulos (Credit Suisse) to Credit Suisse employees dated 13 May 2019 (CSA.7000.0002.1376), in which he states: '*yes I meant to develop dialogue for future IPO or sale'*.

(b) Email from Neil Garrod (Greensill) to Adam Roberts Thomson (Credit Suisse), copying Lex Greensill, dated 17 December 2019 (GCU.0005.0020.4467), and attaching a pdf slide deck authored by Morgan Stanley and containing discussion points on a potential Greensill IPO dated 26 July 2019 (GCU.0005.0020.4468).

(c) Email from Shane Galligan (Credit Suisse) to Lex Greensill and Maurice Thompson (Greensill) (copying various Credit Suisse personnel including Richard Gibb and Nick Koemtzopoulos) dated 25 January 2020 (GCU.0005.0022.0412), attaching a pdf slide deck authored by Credit Suisse entitled 'IPO Considerations' dated 28 January 2020 (GCU.0005.0022.0413).

(d) Email from Thomas Gottstein (Credit Suisse) to Lex Greensill dated 4 March 2020 (CSA.5000.0008.1831), in which he states: '*Shane has briefed me on our current initiatives, and the success of our recent IPO pitch*'.

205EB. In about ~~August~~ September 2020, the Credit Suisse Group Investment Banking division began acting for Greensill in relation to a private placement of shares to generate capital in favour of GCPL (**Proposed Private Placement**).

Particulars

Email from Omri Lumbroso of Credit Suisse to Credit Suisse employees dated ~~8~~9 ~~August~~ September 2020 (CSA.7000.0001.6521).

Wenger Plattner Report dated 30 July 2022
(~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [47]-[48]).

205F. In about September 2020, the Credit Suisse Group Investment Banking division assumed a mandate to conduct ~~-~~the Proposed Private Placement, with the intention to complete that private placement by the end of 2020.

Particulars

April 2022 AGM RFI: MAR.0008.2000.0001 at p 6. Email from Richard Gibb to Mr Greensill (copied to Mr Sitohang and others) dated 3 September 2020: CSA.5000.0008.4093. FINMA Ruling: CSA.0001.0011.7753 at 0038 ([101]).

Wenger Plattner Report dated 30 July 2022:
~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [47]-[48].

Further particulars may be provided following evidence and disclosure.

205FA. On about 8 September 2020, representatives of the Credit Suisse Equity Capital Markets and Private Placements team discussed a script for early stage "soft sounding" of institutional investors ahead of the Proposed Private Placement, which script included a statement that "*Credit Suisse is very close to Greensill*".

Particulars

Emails between Omri Lumbroso, Erik Morris, Simon Laughton and others dated 8 September 2020: CSA.7000.0001.6520.

Emails between Omri Lumbroso, Richard Gibb, Shane Galligan and others dated 7 to 8 September 2020: CSA.7000.0001.6326.

205G. In about September 2020 and October 2020, Credit Suisse Investment Banking gave consideration to providing Greensill with a ~~USD140 million~~ loan (initially USD125 million, but later increased to USD140 million) (**Proposed CS Loan**).

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0038 ([101]).

Document titled 'Annual General Meeting for Credit Suisse Group AG: Response to a request for information' dated 4 April 2022 (MAR.0008.2000.0001 at page 6).

Email from Tom Wootton to Lara Warner, Thomas Herrmann and Ralf Hafner (copied to Ryan Atkinson, Dominic Hughes, Margaret Shipman and Sema Allan) dated 25 September 2020 with subject "Greensill $325m Pre-IPO Financing heads-up": CSA.5000.0003.6809.

Email from Tom Wootton to Lara Warner, Thomas Herrmann and Ralf Hafner (copied to Ryan Atkinson, Dominic Hughes, Margaret Shipman and Sema Allan) dated 8 October 2020 with subject "Greensill $325m Pre-IPO Financing heads-up": CSA.7000.0001.2317.

205GA. At the time of giving consideration to the Proposed CS Loan:

a. the Credit Suisse Group had an existing loan exposure to corporate entities owned or controlled by Lex and Peter Greensill for approximately A$120 million, which was secured against their shareholding in Greensill Capital and family-owned farming assets, and where the borrowers had breached a number of undertakings which would constitute an event of default under the relevant loan(s); and

b. Mr Greensill was communicating to the Credit Suisse Group that the Proposed CS Loan was needed urgently.

Particulars

See Project Jade – CRM memo – Covenant Waiver Request at CSA.7000.0001.2628.

Eg see transcript of Deloitte and Walder Wyss interview with Nishan Srinivasan dated 6 May 2021 at Q18 (CSA.0001.0012.2879), transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 6 May 2021 at Q10-11 (CSA.0001.0012.2880); transcript of interview by Deloitte and Walder Wyss with Mr Hughes on 7 May 2021 at Q9, Q30 (CSA.0001.0012.2881).

205H. Part of the proceeds of the Proposed CS Loan were intended to be used to reduce previous loans that Credit Suisse's Australian private banking unit had made to Mr Greensill's family trusts ~~of~~ from approximately AU$92.5 million to approximately AU$50 million.

Particulars

Email from Tom Wootton to Lara Warner, Thomas Herrmann and Ralf Hafner (copied to Ryan Atkinson, Dominic Hughes, Margaret Shipman and Sema Allan) dated 8 October ~~25 September~~ 2020 with subject ~~"[Redacted "CID"]~~Greensill $325m Pre-IPO Financing heads-up": ~~CSA.5000.0003.6809.~~CSA.7000.0001.2317

Credit Suisse Services AG – GC Regulatory Affairs - Internal Briefing for meeting with FINMA dated 16 March 2021: CSA.5000.0002.8044 at p 62.

Article published on the Financial Times website on 19 December 2022: "Credit Suisse financed Greensill's plan to set up insurance firm".

Minutes of Reputational Risk Committee dated 19 October 2020: CSA.5000.0002.7486 at p 1.

Reputational Risk Review Process Memo dated 9 October 2020: CSA.7000.0001.0736.

Further particulars may be provided following evidence and disclosure.

205I. The Proposed Private Placement and the Proposed CS Loan were intended to be methods of providing financing to Greensill in advance of a potential initial public offering (**IPO**).

Particulars

See for example emails between Omri Lumbroso, Nishan Srinivasan and Nick Koemtzopoulos dated 14 September 2020: CSA.7000.0002.1118.

205J. The Proposed Private Placement, the Proposed CS Loan and the potential IPO were anticipated to be a source of significant income flows for the Credit Suisse Group, in the event that they proceeded.

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0038 ([101]).

E.g. see transcript of interview by Deloitte and Walder Wyss with Mr Gibb on 18 May 2021 at Q41 (CSA.0001.0012.2897): "If the IPO would have happened in 2022 it would have been one of the largest IPOs ever done for us in Australia, so hence the attention it was getting".

KA3 Circumstances of Entry into the CS Loan

205K. In about late September 2020, Credit Suisse's credit risk management team ~~and reputational risk management team~~ identified a number of concerns with the Proposed CS Loan to Greensill, which they described as red flags that raised significant concerns.

Particulars

The concerns were set out in an email from Tom Wootton to Ms Warner and others dated 25 September 2020 with subject "Greensill $325m Pre-IPO~~[Redacted "CID"]~~ Financing heads-up": CSA.5000.0003.6809. ~~The version of the email discovered by UBS has been heavily redacted. From what has not~~

~~been redacted, it is apparent that t~~Those concerns included (without intending to limit the contents of the email):

(a) concerns about using a holding company borrower with springing security and potential subordination;

(b) concerns about confidence in bridge take-out given difficult market conditions and potential negative news flow;

(c) concerns about the quality and pricing of credit risk underwriting decisions given rapid growth;

(d) concentration risk (both in terms of asset originators and investors);

(e) the continued availability and cost of insurance given several recent defaults;

(f) the relatively short track record of Greensill;

(g) the very rapid growth of the Bank's balance sheet;

(h) concerns regarding the development of problem loans and loan loss reserves given the rapid loan book expansion in an uncertain global economic environment due to the COVID-19 pandemic;

(i) potential balance sheet concentrations, where Credit Suisse had no detail about the credit quality of borrowers and lending concentrations, in circumstances where Bloomberg had mentioned that BaFin and the German deposit protection scheme already had concerns about loan growth and potential lending concentrations in the portfolio, particularly to GFG Alliance/Sanjeev Gupta companies;

(j) regulatory scrutiny over Greensill's linkage to Sanjeev Gupta and its business GFG;

(k) Greensill did not use a big four auditor and there were challenges over the quality of earnings;

(l) a string of client defaults had taken place and more were expected to come, with some widely reported in the news;

~~(l)~~(m) previous negative reporting of Softbank / Greensill / CS financing arrangements; and

~~(m)~~(n) reputational risk issues around GAM.

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [48].

Concerns were also set out in emails between Mr Herrman, Sema Allan (Reputational Risk), James Wood (Reputational Risk) and others dated 4-20 September 2020: CSA.5000.0008.2544 with subject "[Redacted "CID"] – Escalation Procedures". The version of the email discovered by UBS has been heavily redacted. From what has not been redacted, it is apparent that those concerns included (without intending to limit the contents of the email):

~~(n)~~(o) that notwithstanding that Mr Galligan, Mr Sitohang, Ms Warner and Dr Gottstein were aware of and/or had discussed and/or were supportive of the proposed capital raise, Credit Suisse assisting with the proposed capital raise was an extremely challenging ask based on the nature of the UK press coverage of [redacted], their current reputation and the recent linkage to CSAM/[redacted];

~~(o)~~(p) that transactions involving the pre-IPO funding and capital raise would be out of appetite for Credit Suisse at that point in time; and

~~(p)~~(q) the pre-IPO financing was on the very risky spectrum and normally something that Credit Suisse did not entertain.

Further particulars may be provided following evidence and disclosure.

205KA. On about 7 October 2020:

a. Credit Suisse became aware that the Wall Street Journal was planning a story on the insurance aspects of the supply chain finance funds, and it was expecting a critical article with allegations about the insurance coverage being too concentrated and speculation about the implications for the funds;

b. the Wall Street Journal raised, *inter alia*, that they had been told that Euler had recently declined to renew Greensill's insurance policies, that some of that decision was driven by rising defaults among some of Greensill's clients, and that IAG's trade credit insurance was in run off as the company had sold its trade credit insurance business to Tokio Marine;

c. the Wall Street Journal queried, *inter alia*, if the fund had replaced Euler with a different insurer, and how the fund would replace IAG's coverage when it expired;

d. Dr Gottstein's response was, *inter alia*, to request that Credit Suisse liaise with Greensill on the reply, and to query whether it was time to push back hard with some very robust statements, because he was fed up with being defensive on the topic all the time.

Particulars

See Deloitte Report at [2.1.21].

Email between Dr Gottstein, Mr Wehle, Mr Varvel, Ms Warner, Mr Degen, Mr Mathys and others dated 7 October 2020: CSA.5000.0003.6769.

Email from Anitta Tuure to Thomas Gottstein, Philipp Wehle, Eric Varvel, Michel Ruffieux, Romeo Cerutti, Lara Warner and others, copying Michel Degen, Luc Mathys, Lukas Haas and others dated 7 October 2020 (CSA.5000.0002.6378) and responses from Thomas Gottstein and Michel Degen in the same chain.

See also email from Dominique Gerster (Credit Suisse) to Michel Degen, Thomas Gottstein, Eric Varvel, Philipp Wehle, Romeo Cerutti, Michel Ruffieux, Lara Warner, copying Luc Mathys and others, dated 7 October 2020 (CSA.5000.0002.6378) relaying Greensill's intended statement.

205KB. On or about 2 October 2020, Lara Warner and Thomas Herrman received the 'Reputational Risk Weekly Reporting' for 28 September 2020 to 2 October 2020, which recorded with respect to Greensill:

a. a request to onboard Greensill to assist in, among other things, bridge financing;

a. that Greensill is a strategic client in the Asia Pacific; and

b. that there is inherent controversy in Greensill's operations, ongoing negative news from the financial press and a perceived weakness in Greensill's governance.

Particulars

Email from Marsha Heinen to Lara Warner and Thomas Herrmann with subject line 'CH CID – Rep Risk Weekly Reporting 28 Sept – 2 Oct 2020', dated 2 October 2020 (CSA.5000.0008.3864).

205KC. On or about 8 to 9 October 2020:

a. representatives of the Credit Suisse Investment Banking division discussed a Wall Street Journal article that reported that Greensill was looking to 'raise fresh capital' despite facing, amongst other things, client default and regulatory scrutiny;

b. following the Wall Street Journal article, Lex Greensill contacted Shane Galligan (Credit Suisse) to inform him that other investment banks were interested in the capital raise and that Credit Suisse would need to 'deliver to the timelines'; and

c. the Credit Suisse Investment Banking division put together a briefing memo for Thomas Gottstein for a call with Greensill to reiterate Credit Suisse's commitment in light of 'competitors starting to circle'.

Particulars

Email from Nick Koemtzopoulos to 'DD Prj Olive' dated 8 October 2020 including text of Wall Street Journal article entitled 'SoftBank-Backed Greensill Looks to Raise Fresh Capital' (CSA.5000.0003.6800). Omri Lumbroso responds: '*This is probably worse than I was expecting … especially on the use of proceeds*'.

Email from Shane Galligan to Nick Koemtxopoulos and 'DD Prj Olive' dated 8 October 2020 (CSA.5000.0003.6802).

Email from Nick Koemtzopoulos to various Investment Banking representatives, including Shane Galligan and Richard Gibb dated 9 October 2020 (CSA.7000.0002.1348).

Email from Agnes Gebus to Helman Sitohang, Shane Galligan and others on 10 October 2020 attaching briefing memo on Greensill for Thomas Gottstein (CSA.7000.0002.1348). ~~The briefing memo prepared for Thomas Gottstein at CSA.7000.0002.1349 has been almost entirely redacted.~~

205L. By about 9 October 2020, the Credit Suisse risk management team, after further discussing their concerns with management and management's advisers at length over a 10-day period:

a. stated to Ms Warner and others to the effect that there remained a number of fundamental issues with the Proposed CS Loan, the current risks in Greensill's business and continued unfavourable press made it very challenging, and they were not supportive of a debt underwriting; and

b. set out 9 key credit risks.

Particulars

Email from Tom Wootton to Ms Warner and others dated 8 October 2020 with subject "Greensill $325m Pre-IPO Financing heads-up": CSA.~~5000.0008.3606~~7000.0001.2317. ~~The version of those emails produced under discovery has been redacted. From what has not been redacted, it is apparent that t~~The key credit risks included (without intending to limit the contents of the email):

(a) funding concentration, where Greensill was dependent on a limited number of funding sources to purchase its note receivables, and a loss of a funding provider would have a material impact on its ability to generate revenue;

(b) the availability of third party insurance, where Greensill's business model was dependent on the continued availability of credit insurance which was outside the company's control;

(c) significant client concentration; the top three clients represented approximately 50% of Greensill's net revenue, 35% of which was Mr Gupta's group, and where the second and third top clients were Softbank portfolio companies, and a loss of one of those three clients would materially impact on Greensill revenues;

(d) the rapid growth of Greensill's balance sheet and concentrated exposure to Mr Gupta's group, where Greensill had invested about $4.2bn in Greensill-originated assets by June 2020, up from $0.7bn in 2018, with about 50% of Greensill bank's balance sheet exposed to Mr Gupta's group;

(e) rapid product and geographical growth through mergers and acquisition, and Greensill's ability to profitably integrate multiple acquisitions along with the intrinsic risk of a highly acquisitive strategy;

(f) weak year-to-date financial performance;

(g) adverse press coverage and historical negative news – e.g. Greensill, Softbank, GFG – where the continued flow of negative news was a risk to continued funding and insurance;

(h) limited investor appetite for Greensill debt;

(i) the deal structure, where Credit Suisse was in effect providing quasi equity but with limited upside.

Further particulars may be provided following evidence and disclosure.

205LAA. At about the time of sending the email at about paragraph 205L, the Credit Suisse credit risk team formed the view that it would never be comfortable with the Proposed CS Loan to Greensill, and that view did not change.

Particulars

The issues raised by the credit risk team were summarised in the email described at paragraph 205L.

See transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 6 May 2021 at Q8, Q10, Q17, Q19, Q33 (CSA.0001.0012.2880). Eg at Q17, Q19, Mr Wootton described as follows:

> The biggest one is essentially that Greensill relied on funding. It needed funding to oil the wheels of the business. That funding came from a number of sourcing including CSAM and we went through that. It became clear that none of these sources were committed and could be pulled quite quickly. And as soon as that happens, the business collapses. The only more secure sort of funding was Greensill Bank. And this already had issues raised by BAFIN about the concentration risk. The asset growth was phenomenal. And when you see a very quick asset growth in a bank, this is already a red flag.
>
> ....
>
> Given the analysis that we have done, we didn't actually put much trust in the receivables and in their value. So, would you lend on the basis of receivables? No, you would not. That was the basic problem. The funding was a big issue, probably the biggest issue. Related to the funding was the insurance. The insurance was very important, because CSAM relied on the insurance, so if insurance is a problem the funding will be a problem. What we found in the due diligence is that there were clearly some issues. I think they were changing brokers and that some insurers wouldn't deal with them. We were told there was still capacity in the market, but on the other hand there was definitely noise. There were issues on the insurance side. To be honest I think it didn't feel as if the client told us everything. And there were issues because it impacts the funding…

Eg at Q33:

> If you read the list of issues that we raised, we were surprised that anyone would want to move forward. Credit risk is quite grey, usually it's quite arguable. On Greensill, it felt pretty black and white to us. There were so many red flags that it was one of the easier decisions… No, this is not in hindsight. To me, it was one of the easier calls. There were too many red flags.

See also transcript of interview by Deloitte and Walder Wyss with Mr Hughes on 7 May 2021 at Q14-16 (CSA.0001.0012.2881):

> We did the recommendation to Tom Wootton. We discussed with him and he sent the message further that we would not support it, that we would decline the transaction…. This was not a difficult decision. You know very early on in the transaction what the vulnerabilities are. At the point when we have the heads-up from the business you know the risks. Then you dig into those and see, and it just confirmed our initial view. It was an easy decision from a credit perspective because of this risk we laid out in the email we filed to Tom and also in the credit risk memo… There was absolutely no way that I would approve this transaction, so I followed the process and escalated.

See also Q41: How many loans per year do you approve? Maybe 30 per month. I also do relationship roles. It varies. Some months it may be 10 or 15. See also Q42: "How frequently do you get overruled when you come to a negative decision? This is the only time it happened…. I am here up to three years in this role".

See also a draft credit memorandum sent to Ms Warner on 9 October 2020 which was not supportive of a debt underwriting – referred to in the Deloitte Report at [6.129.1] (second bullet point).

See also transcript of interview by Deloitte and Walder Wyss with Mr Hughes on 30 June 2021 (CSA.0001.0012.2935): Q38: "You try to hold the line. It Is what we do, protect the bank. But the business would pick up the phone and call Lara. It becomes very difficult then. This Is something, and I worked in a number of Institutions, and this Is the only place that the CRO Is ok to take these calls and listen to them and overrule".

See also Q20: "Did the outcome raise a question in your mind whether there was a risk with regard to the CSAM funds? Yeah, I mean the conclusion was that we don't want to lend any money. So you wonder how someone else did get comfortable".

See also Q50: "But most businesses aren't that complicated. It's like a spiders web. There were so many dependencies. There is nothing behind this business. And that is not that difficult to identify".

See also transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 1 July 2021 at Q37 (CSA.0001.0012.2937): "Can you confirm that you and your team had doubts about the sustainability of the Greensill business model? Yes". And at Q66: "This is the disappointing thing: the information was there for us to act. Based on the info, you would have thought that first, you would not do the

loan; second, you would take a long hard look at any other connections; and third, you would do a pretty vast reduction".

See transcript of interview by Deloitte and Walder Wyss with Mr Atkinson on 2 July 2021 at Q13 (CSA.0001.0012.2937): "We had done an immense amount of work reviewing Greensill. I reviewed Greensill myself. Because if you want to say no to a loan you better have a good reason. I got involved and I made sure to know everything about Greensill. After everything we did we came to the conclusion that this a loan we should not be doing". See also Q17: "There was a lot of work and effort done to give the loan the proper decision. When you work so hard to make what you think is the right decision and then it is returned you ask yourself: "if we don't say no to something that is so obvious, when do we say no?".

See also transcript of interview by Deloitte and Walder Wyss with Thomas Herrmann on 8 April 2021 at Q10 and Q13 (CSA.0001.0012.2862).

205LAB. Following the sending of the email by Mr Wootton to Ms Warner described in paragraph 205LA above, the credit risk team sought to have a meeting with Ms Warner to discuss why the credit risk team did not support the deal, but the meeting was cancelled by Ms Warner.

Particulars

E.g. see transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 6 May 2021 at Q8, Q10 (CSA.0001.0012.2880).

See also transcript of interview by Deloitte and Walder Wyss with Mr Hughes on 30 June 2021 at Q51 (CSA.0001.0012.2935).

See also transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 1 July 2021 at Q39 (CSA.0001.0012.2937).

See also transcript of interview by Deloitte and Walder Wyss with Mr Atkinson on 2 July 2021 at Q12 (CSA.0001.0012.2915).

205LAC. On or about 12 October 2020, representatives of Credit Suisse Investment Banking division discussed the 'substantial fee opportunity' associated with the Proposed Private Placement and Proposed CS Loan.

Particulars

Email chain between various Credit Suisse personnel including Shane Galligan, Richard Gibb, Max Mesny, Gaurav Parkash, Nick Koemtxopoulos, Omri Lumbroso dated 12 to 13 October 2020 (CSA.5000.0003.6863).

205M. On about 13 October 2020, Ms Warner met with representatives of Credit Suisse's Investment Banking division who informed her that there was strong demand in the market for an investment in Greensill Capital.

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0039 ([103]).

See also email from Helen Brophy to Max Mesny (IBCM) and other Credit Suisse personnel dated 8 October 2020 (CSA.7000.0002.1052), which documents the IBC Team's meeting on 12 October 2020.

It is not presently clear to Marsh which representatives of the Investment Bank met with Ms Warner, nor is Marsh presently aware of further details of that conversation. It can be inferred from an email from Mr Sitohang to Ms Warner, Dr Gottstein and others dated 14 October 2020: G/560.0.0.1, where Mr Sitohang subsequently thanked Ms Warner for "getting there in time" with the credit approval, that Mr Sitohang was one of the representatives who met with Ms Warner.

See also email from Lara Warner to Ralf Hafner dated 13 October 2020 (CSA.5000.0008.3894). Ms Warner states: 'after careful consideration of the situation and discussions with Helman [Sitohang], Brian [Chin] and David Miller, I have decided to move forward with the bridge loan to [redacted]'.

Further particulars may be provided following evidence and disclosure.

205N. On about 13 October 2020:

a. Ms Warner granted credit risk approval for the proposed CS Loan;

aa. Ms Warner granted that credit risk approval after discussions with, at least, Mr Sitohang, Brian Chin (co-head of Investment Banking) and David Miller (co-head of Investment Banking); and

b. that credit risk approval was granted notwithstanding the opposition of the Credit Suisse risk management team to the CS Loan and the risks which they had identified.

Particulars

FINMA Findings, p 2; FINMA Ruling: CSA.0001.0011.7753 at 0039 ([103]); Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [48].

Email from Ms Warner to Ralf Hafner (CSI/CSSEL CRO, Credit Suisse) dated 13 October 2020: CSA.5000.0008.2558. The email chain has been partially redacted by UBS.

Transcript of interview by Deloitte and Walder Wyss with Mr Hughes on 7 May 2021 at Q13 (CSA.0001.0012.2881).

See also transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 1 July 2021 at Q44 (CSA.0001.0012.2937).

Further particulars may be provided following evidence and disclosure.

205O. On about 14 October 2020, representatives of Greensill and representatives of the Credit Suisse Group had a discussion about the following matters:

a. that GCUK had a mandate from its Board to raise $1 billion in new equity, which could be extended to $1.5 billion however the Board would need to be consulted to approve the increase;

b. that Credit Suisse and Citibank would be appointed to raise the equity;

c. that Credit Suisse's fees would be unchanged in line with a draft "EL" (2% plus 0.5% incentive) and debt term sheets;

d. that Citibank would join Credit Suisse on syndicated debt;

e. that Citibank's fee on the equity raise would be negotiated separately and was seen as an insurance paid by the Board for having an additional investment bank involved;

f. that there would be a full push on the equity to be raised by Christmas;

g. Citibank would underwrite US$140 million of the $400 million syndicated round to pay down the bridge loan, and Credit Suisse's fee would remain 2% on the $400 million as a gesture of good faith by Greensill;

h. Credit Suisse was considered Greensill's family, and Citibank was considered insurance; and

i. Credit Suisse would be formally appointed lead on the IPO, and it would be up to other investment banks to impress to get a role.

Particulars

These matters are recorded in an email from Shane Galligan (Credit Suisse's Managing Director – Senior Client Partner Australia) to Mr

Greensill, copying Mr Sitohang and Mr Gibb dated 14 October 2020: G/560.0.0.1.

Mr Greensill responded to Mr Galligan's email to the effect that Mr Galligan's email was accurate, and that Greensill appreciated Credit Suisse's leadership and partnership in a pair of watershed transactions for it which set it up for an IPO in 12-18 months' time: G/560.0.0.1.

Further particulars may be provided following evidence and disclosure.

205P. On about 14 October 2020, Mr Sitohang sent an email to Dr Gottstein, Ms Warner and others in which he, *inter alia*:

a. forwarded the correspondence between Mr Greensill and Mr Galligan described in the preceding paragraph;

b. thanked Ms Warner for "getting there in time" with the credit approval for the Proposed CS Loan;

c. stated to the effect that he had spoken to Mr Greensill, and Mr Greensill was very happy that they had obtained the approvals for the Proposed CS Loan;

d. stated that "Citi almost snatch(ed) it from us"; and

e. stated to the effect that if Credit Suisse executed all three transactions well, it was worth easily $40-50 million in fees in the next 12 to 18 months.

Particulars

Email from Mr Sitohang to David Miller, Brian Chin and Ms Warner (copied to Dr Gottstein) dated 14 October 2020: G560.0.0.1. Further particulars may be provided following evidence and disclosure.

205PA. At some time on or prior to about 19 October 2020:

a. Ryan Atkinson (as a guest) and Larry Fletcher on Credit Suisse's Reputational Risk Committee pushed back on the proposed loan, stating to the effect that the valuation that was suggested for Greensill Capital was "a joke";

b. Mr Atkinson and Mr Fletcher were told that Ms Warner and Dr Gottstein had had several meetings / discussions with Mr Greensill, that Ms Warner and Dr Gottstein felt comfortable, and that the investment bank had done due diligence on Greensill and were satisfied; and

c. Mr Fletcher's impression was that the "senior people" wanted the loan to happen.

Particulars

This is recorded in an email from Mr Varvel to himself, copying Michael D'Angelo, on 27 March 2021: CSA.6000.0001.9633

205PB. On about 19 October 2020, ~~despite the resistance of at least some of its members,~~ the Reputational Risk Committee approved the proposed CS Loan and potential IPO:~~.~~

a. despite the resistance of attendees;

b. after Ms Warner had already effectively approved the loan, in circumstances where Ms Warner ran both reputational risk and credit risk;

c. in the absence of any discussion with the credit risk team which had conducted the due diligence on Greensill;

~~a.~~d. as a formalistic process in a context where the loan was already effectively approved by Ms Warner.

Particulars

Minutes of the Reputational Risk Committee dated 19 October 2020: CSA.5000.0008.2534.

E.g. see transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 6 May 2021 at Q9, Q10 (CSA.0001.0012.2880).

See also transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 1 July 2021 at Q62-64 (CSA.0001.0012.2937).

205PC. Following the approval by the Reputational Risk Committee, the credit risk team were instructed to "make the deal happen", despite their opposition to it.

Particulars

Eg transcript of interview by Deloitte and Walder Wyss with Mr Hughes on 30 June 2021 at Q45-Q48 (CSA.0001.0012.2935): "We said we don't want to do this, Lara said she wants, so make it happen, that message came back to Ralf, Tom and me. That is the reality of the situation. I don't know if this is influencing or a decision. It's just a decision… Normally, in a transaction we would support [the credit risk memo] would be worded very differently to that. In this case, I was very sensitive to the wording that went in there because we were very concerned that if something did go wrong, if we hadn't been very explicit, it'd be quite difficult to do. That was a challenge. I was thinking on going to the HR and go on record. I decided against that because I need to work, and you don't want the implications of that sort of action on your career. It was a difficult time and decisions…. The message that was given to me was make it happen and

do the best of it… Tom and I expressed our concern being put in a position where we needed to sign off. Ultimately, we were and I was just told to do it".

See also transcript of interview by Deloitte and Walder Wyss with Mr Hughes on 30 June 2021 at Q80, Q82 (CSA.0001.0012.2935).

See also transcript of interview by Deloitte and Walder Wyss with Mr Wootton on 1 July 2021 at Q33-34, Q57-59 (CSA.0001.0012.2937).

205Q. On about 22 October 2020, an entity or entities within the Credit Suisse Group granted the loan of approximately US $140 million to an entity or entities with Greensill with a one year term (**CS Loan**).

Particulars

FINMA Ruling: CSA.0001.0011.7753 at 0039 ([103]).

April 2022 AGM RFI: MAR.0008.2000.0001 at p 6.

Credit Suisse Services AG – GC Regulatory Affairs - Internal Briefing for meeting with FINMA dated 16 March 2021: CSA.5000.0002.8044 at p 60 and 62.

Credit Suisse PowerPoint presentation entitled "Greensill Tactical Crisis Committee Meeting", dated 7 March 2021, at slide 33 states: "*In October 2020, Credit Suisse approved a USD 140m 1 year bridge loan to Greensill (rated B), and at the same time Lex Greensill provided a US$60mm subordinated shareholder loan. Use of bridge loan proceeds was to reduce CS exposure to existing P. Greensill Family Trust loan (booked in CS AG, Sydney Branch) to AUD$50m (US$75m reduction), cash collateralize existing insurers of the receivable backed notes issued by Greensill (US$123MM), and general corporate purposes*": CSA.6000.0001.6946.

At this stage, the loan documentation itself has not been discovered in the proceedings, and Marsh presently does not know the precise legal entities who were a party to the loan.

Further particulars may be provided following evidence and disclosure.

205R. The following security interests were granted as part of the CS Loan:

a. an upstream guarantee from GCUK;

b. all shares in GCUK; and

c. a floating charge over a minimum of US$140 million comprising US$50 million in cash (held in a Citibank account) and US$90 million short dated (maximum 60 day) receivables from IG parties of GCUK, held within GCUK.

Particulars

Credit Suisse Services AG – GC Regulatory Affairs - Internal Briefing for meeting with FINMA dated 16 March 2021: CSA.5000.0002.8044 at p 62. Further particulars may be provided following evidence and disclosure.

205S. At a time when decision making capabilities concerning CSAM and/or CSFM had been moved to the Credit Suisse Group level, and where at least Dr Gottstein, Ms Warner, Mr Sitohang, Mr Wehle and Mr Varvel were involved in directing, instructing, overseeing and/or making decisions for CSAM and/or CSFM with respect to its relationship with Greensill and its management of the Virtuoso Sub-Fund and Nova Sub-Fund as set out in paragraph 205C above, the CS Loan was approved by Ms Warner from a credit risk perspective in circumstances where:

a. at least Ms Warner had been told by the Credit Suisse risk management team of its opposition to that loan and the various credit risks and other concerns with Greensill which the risk management team had identified, as pleaded in paragraphs 205K to 205L above;

b. at least Dr Gottstein and Mr Sitohang were aware that Ms Warner had granted the credit risk approval for the CS Loan;

c. at least Dr Gottstein, Ms Warner and Mr Sitohang were aware that entering into the CS Loan would assist the Credit Suisse Group in potentially accessing significant future income flows from its relationship with Greensill, where it was anticipated that entities within the Credit Suisse Group could charge up to $40-$50 million in fees in a 12 to 18 month period as a result of that relationship, as pleaded in paragraph 205P above; and

d. the security for the CS Loan meant that an entity within the Credit Suisse Group would have first ranking security on Greensill assets, in priority over the Virtuoso Sub-Fund and the Nova Sub-Fund (and the investors in those sub-funds), should Greensill be unable to pay back the CS Loan (such as where credit risks raised by the Credit Suisse risk management team materialised).

205T. Investors in Virtuoso Sub-Fund and the Nova Sub-Fund:

a. were not informed of the terms, existence and circumstances leading to the CS Loan; and

b. were not informed of the credit risks and other concerns regarding Greensill which had been identified by Credit Suisse's risk management department, as pleaded in paragraphs 205K and 205L above; and

c. were not informed of the matters pleaded in paragraph 205S above.

205U. Following the collapse of Greensill, an entity or entities within the Credit Suisse Group were able to recover the CS Loan in circumstances where the security for that loan meant it had first ranking security on Greensill assets, in priority over the investors in the Virtuoso Sub-Fund and the Nova Sub-Fund.

Particulars

In about March 2021, Credit Suisse took steps to recover the CS Loan which included the appointment of receivers: CSA.5000.0002.8354 at p .0003.

On about 12 March 2021, Credit Suisse received approximately US$50.1 million by way of partial repayment of the CS Loan, leaving an outstanding balance of approximately US$89.9 million: CSA.5000.0002.8192 at p .0006 to .0007. Email from Ian Jordan to Riddhi Shah, Adam Roberts-Thompson and Nishan Srinivasan (copied to Carsten Stoehr, Mr Sitohang, David Miller, Leonora Daniel, Christoph Schmid, Dan Gooch and Sudpito Shatak) dated 29 March 2021 with subject "Greensill Bridge Loan Mark – 31 March 2021": CSA.5000.0002.8162.

As at about December 2022, the CS Loan had been repaid to Credit Suisse. See for example: Article published on the Financial Times website on 12 December 2022: "Credit Suisse accepted suspicious invoices for $US140m Greensill loan".

Further particulars may be provided following evidence and disclosure.

205V. By the entry into the CS Loan (and/or in the circumstances surrounding entry into the CS Loan and the potential for the Credit Suisse Group to being involved in an IPO):

a. there was a conflict of interest (or alternatively, a potential conflict of interest) between the interests of an entity or entities within the Credit Suisse Group in acquiring security interests over entities and instruments associated with Greensill, and the interests of investors in the Virtuoso Sub-Fund and Nova Sub-Fund in not having their ability to recover their investments reduced;

b. there was a conflict of interest (or alternatively, a potential conflict of interest) between the interests of the Credit Suisse Group in obtaining significant revenue streams from its ongoing relationship with Greensill (by continuing to assist Greensill with financing and its potential IPO), and the interests of investors in the Virtuoso Sub-Fund and Nova Sub-Fund in minimising the risks associated with their investments;

ba. there was a conflict of interest (or potential conflict of interest) between the incentive for the Credit Suisse Group in continuing to grow the sub-funds as a significant provider of funding to GCUK, where a fee for a potential IPO to its investment banking division would be a function of GCUK's scale and growth, and the interests of investors in the Virtuoso Sub-Fund and Nova Sub-Fund;

Particulars

See Deloitte Report at [6.39.1].

See also transcript of interview between Deloitte and Walder Wyss with Mr Mathys dated 11 August 2021 (CSA.0001.0012.2857) at Q47 with respect to reduction of GFG exposure: "We had these plans in place that Michel agreed with Lex. Portfolio managers were working on these targets and when we noted that the targets were not met, I was informed and escalated that to Michel then. And typically, there was a discussion between Lex and Michel then. Lex often had good explanation because he needed maybe two months more because of an IPO etc. And Michel in the agreed on the new plans". See also Q53-55.

bb. where the Credit Suisse Group was lending to GCUK while also lending to Mr Greensill himself, there was a conflict of interest (or potential conflict of interest) between an interest in maintaining the credit quality and servicing of its loans, and the interests of the sub-funds which were funding GCUK's business;

Particulars.

See Deloitte Report at [6.39.1].

~~b.~~c. those directing, instructing, overseeing and/or making decisions on behalf of CSAM and/or CSFM with respect to the Virtuoso Sub-Fund and Nova Sub-Fund failed to act in the best interests of investors by:

i. preferring the interests of the Credit Suisse Group over the interests of those investors, by causing an entity or entities within the Credit Suisse Group to enter into a loan agreement with an entity or entities with Greensill which gave the Credit Suisse Group priority over those investors in the event that Greensill was unable to repay the loan;

ii. preferring the interests of the Credit Suisse Group over the interests of those investors, by entering the CS Loan for the purposes of accessing future income streams for the Credit Suisse Group;

iii. failing to inform those investors of the terms, existence and circumstances leading to the CS Loan;

iv. failing to inform those investors of the perceived commercial benefit to the Credit Suisse Group of entering into the CS Loan;

v. failing to inform those investors of the credit risks and other concerns with Greensill identified by Credit Suisse's risk management team; and, or alternatively

vi. failing otherwise to inform those investors of the conflicts of interest identified in (a) and (b) above;

~~c.~~d. an incentive was created for the Credit Suisse Group to promote and protect Greensill's position in continuing to facilitate the issuance of notes, in circumstances where doing so may not have been in the interests of investors in the Virtuoso Sub-Fund and Nova Sub-Fund; and, or alternatively

~~d.~~e. the credit risk of investing in the Virtuoso Sub Fund and Nova Sub Fund was increased.

KA4 Events with Respect to the Proposed Capital Raise in January 2021

205VA. By at least about early January 2021, GCUK's financial position was such that it was assessing, and taking legal advice on, whether it had reasonable prospects of avoiding insolvent administration or liquidation.

Particulars

See minutes of meeting of the directors of GCUK dated 8 January 2021, and the attendance of external advisers from Grant Thornton and Allen & Overy at that meeting: GCU.0009.00020.8693. Further particulars may be provided following evidence and disclosure.

205VB. As at about early January 2021:

a. GCUK was not able to buy back about $1 billion in notes on 31 December 2020 in order to reduce exposure to SoftBank backed companies and GFG in order to comply with the SoftBank Limit and GFG Alliance Limit, because it did not have sufficient liquidity; and

Particulars

See Deloitte Report at [2.1.22], [6.28.3].

b. GCUK informed representatives of the Credit Suisse Group that it had no money to execute the buy back and there was nothing in the future that was going to give it liquidity;

Particulars

See transcript of interview by Walder Wyss and Deloitte of Eric Varvel dated 16 July 2021 (CSA.0001.0012.2944) at Q48: "There was a call with Thomas, Helman, Lara and me. Lex had told someone in the group and I assume it was Lara that he didn't have the money and therefore couldn't execute the buyback and that there was nothing in the future that was going to give him liquidity and that there was therefore no choice…".

c. the Credit Suisse Group became focused on assisting GCUK to raise money so that GCUK could reduce its exposure to GFG in the sub-funds.

Particulars

E.g. see transcript of interview by Deloitte and Walder Wyss with Mr Galligan on 18 May 2021 at Q41 (CSA.0001.0012.2890): "In 2021 then, the private loan was paid off. There were other issues. There were other issues with CSAM. The whole dialogue changed. It became about a different set of issues, about Bafin and concentration of GFG exposure. It became to raise money to get the GFG out. It was all about that…. It was all about getting the concentration of GFG down. It hadn't anything to do with the investment bank. It was about getting the GFG debt off the book...".

205W. As at about 4 January 2021:

a. the SoftBank Limit, which was required to be achieved by 31 December 2020, had not been complied with;

b. the GFG Alliance Limit, which was required to be achieved by 31 December 2020, had not been complied with;

c. Greensill was in the process of concluding its equity raise for in excess of USD$1.5 billion, on which it was being advised by Credit Suisse and Citibank, which equity raise was a source of revenue for entities within the Credit Suisse Group;

d. Greensill had intended to close that equity raise before 31 December 2020, but had not done so;

e. Greensill intended to use funds from the equity raise to, *inter alia*, pay back the CS Loan; and

f. SoftBank Vision Fund 2 had agreed in principle to invest US$250 million as part of the Capital Raise.

Particulars

Email from Mr Greensill to Mr Galligan copied to Jonathan Lane dated 3 January 2021: G/2141.

205X. On about 4 January 2021:

a. Greensill indicated to CSAM to the effect that its lead investor had received in-principle Investment Committee approval to proceed with the equity raise so long as Greensill was not in breach of supply chain finance fund rules;

b. Greensill indicated to CSAM to the effect that it could not proceed with the equity raise while it was in breach of the SoftBank Limit and the GFG Alliance Limit;

c. Greensill asked CSAM to urgently consider a proposal (the **4 January Proposal**) which permitted Greensill not to comply with the SoftBank Limit and the GFG Alliance Limit by 31 December 2020, so that it could complete the equity raise; and

d. Greensill brought the 4 January Proposal to the attention of at least Mr Varvel and Mr Sitohang.

Particulars

Emails between Mr Greensill and Mr Varvel copied to Mr Degen dated 4 January 2021: CSA.6000.0001.3794. The details of the 4 January Proposal are set out in the email from Mr Greensill. Further particulars may be provided following evidence and disclosure.

205Y. Following receipt of the 4 January Proposal from Greensill:

a. the proposal was discussed by senior management at the Credit Suisse Group, including Dr Gottstein, Ms Warner, Mr Varvel and Mr Sitohang.

Particulars

Email from Mr Varvel to Mr Greensill (copied to Mr Degen) dated 4 January 2021: CSA.6000.0001.3792.

Email from Mr Greensill to Eric Varvel (copied to Mr Degen) dated 4 January 2021: CSA.6000.0001.3794.

Email from Mr Degen to Mr Luc Mathys dated 4 January 2021, forwarding email from Mr Varvel to Mr Greensill (copied to Mr Degen) dated 4 January 2021: CSA.0001.0012.0271.

Email from Mr Varvel to Ms Warner, Mr Sitohang (copied to Mr Philipp Wehle) dated 4 January 2021, forwarding email from Mr Varvel to Mr

Greensill (copied to Mr Degen) dated 4 January 2021: CSA.0001.0012.0046.

Email from Mr Varvel to Mr Degen dated 5 January 2021: CSA.5000.0002.7070.

Email from Mr Luc Mathys to Mr Degen dated 5 January 2021: CSA.0001.0012.0052.

Email chain between Mr Varvel and Mr Degen dated 5 January 2021: CSA.0001.0012.0061.

Email chain involving Nick Koemtzopoulos and Max Mesny (and others) dated between 1 January 2021 and 5 January 2021: CSA.7000.0001.2595. In an email on 5 January 2021, Mr Koemtzopoulos states: "*Lex is discussing with CSAM whether can give some latitude to agreed concentration limits regarding GFG and [CID] in the CSAM funds. Understand this has been raised at appropriate levels at CS and Shane is aware of the details*". In an email on 6 January 2021, Mr Koemtzopoulos states: "*Lex is now waiting to hear back on CSAM in next 24h. He has asked CSAM to agree to a reduction in line with Bafin, which means Greensill would be compliant on GFG and Softbank exposure by June 21 rather than Dec 20*".

Marsh does not presently know which other senior management were involved in the discussions.

Further particulars may be provided following evidence and disclosure.

b. in considering the 4 January Proposal, senior management within the Credit Suisse Group were concerned about the sizeable commercial considerations of losing Mr Greensill as an important client;

Particulars

Email from Mr Varvel to Mr Sitohang dated 5 January 2021: G/2172.1: "*I cannot unilaterally agree anything/or break commitments without Thomas's agreement (and I do believe we have confirmed trades with Lex) — further — even. if Thomas is ok, I believe there will be some negative FINMA and Board Blowback to be considered against sizable commercial considerations of losing Lex as an important client...*". Further particulars may be provided following evidence and disclosure.

c. Dr Gottstein and the Credit Suisse Group Executive Board ultimately decided to make a counter proposal to Greensill which, *inter alia*, had the effect of changing

the time for compliance with the GFG Alliance Limit to 30 June 2021 and the SoftBank Limit to 31 March 2021, and on about 7 January 2021, CSAM sent the counter proposal to Greensill (**7 January Proposal**);

Particulars

Email from Mr Degen to Mr Greensill and Mr Varvel dated 7 January 2021: CSA.5000.0003.8802. The details of the 7 January Proposal are set out in that email. Further particulars may be provided following evidence and disclosure.

d. representatives of Credit Suisse understood that part of the 7 January Proposal was that Greensill would buy back $150m Vision Fund notes as soon as possible, and grant Credit Suisse an option to purchase equity in Greensill "at current market over the next 12 months" (the **CS/Greensill Equity Option**).

Particulars

Email chain between Philippe Wehle and Mr Varvel dated 11 January 2021: CSA.0001.0011.9038. See also Deloitte Report at [6.28.6].

205Z. In making the 7 January Proposal, CSAM, at the direction of Dr Gottstein and the Credit Suisse Group Executive Board, did not insist on compliance with the SoftBank Limit and the GFG Alliance Limit before the expected capital raise, in order to facilitate Greensill overcoming the approval conditions on that capital raise.

205ZA. On about 7 January 2021, Greensill accepted the 7 January Proposal.

Particulars

Email from Mr Greensill to Mr Varvel and Michel Degen dated 7 January 2021: GCU.0006.0005.0023.

205ZB. The terms, existence and circumstances leading to the 7 January Proposal were not disclosed to investors in the Virtuoso Sub-Fund or Nova Sub-Fund.

205ZC. By the 7 January Proposal:

a. there was a conflict of interest (or alternatively, a potential conflict of interest) between the interests of the Credit Suisse Group in obtaining significant revenue streams from an ongoing relationship with Greensill (by continuing to assist Greensill with financing and its potential IPO and/or by exercising the CS/Greensill Equity Option), and the interests of investors in the Virtuoso Sub-Fund and Nova Sub-Fund in minimising the risks associated with their investments and/or not investing their funds (or continuing to invest their funds) in

poor investments (in circumstances where the GFG Alliance Limit and the SoftBank Limit had not been met);

b. those directing, instructing, overseeing and/or making decisions on behalf of CSAM and/or CSFM with respect to the Virtuoso Sub-Fund and Nova Sub-Fund failed to act in the best interests of investors by:

i. preferring the interests of the Credit Suisse Group over the interests of those investors;

ii. failing to inform those investors of the terms, existence and circumstances leading to the 7 January Proposal, and the perceived commercial benefit to the Credit Suisse Group of entering into it;

iii. failing to inform those investors of the failure to meet the GFG Alliance Limit and the SoftBank Limit; and, or alternatively

iv. failing to inform those investors of the conflict of interest identified in (a);

c. an incentive was created for the Credit Suisse Group to promote and protect Greensill's position in continuing to facilitate the issuance of notes, in circumstances where doing so may not have been in the interests of investors in the Virtuoso Sub-Fund and Nova Sub-Fund; and, or alternatively

d. the credit risk of investing in the Virtuoso Sub Fund and Nova Sub Fund was increased.

KB MULTI-OBLIGOR PROGRAMMES

205ZD. On about January 2018, Greensill introduced multi obligor programmes after the introduction of the Hoffman SPV made it possible to securitise multi-obligor notes and include them in the SCF funds.

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [240].

205ZE. The first multi-obligor notes were acquired in the OneSteel multi obligor programme in January 2018.

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [240].

205ZF. Multi-obligor programmes had increased risks compared with single obligor programmes.

Particulars

The structure of multi-obligor programmes was more complex than that of single-obligor programmes and there were various forms. There were two variants with regard to the supplier's obligation: Either the supplier undertook (in a “Supplier Payment Undertaking") to be responsible if a claim against a buyer was not recoverable or there was a buy-back obligation on the part of the supplier or seller for certain configurations.

In the case of multi-obligor programmes, not only credit risks (or default risks) on the part of the buyers represented risks for the investors, but also those on the part of the suppliers or sellers and their guarantors. If notes from multi-obligor programmes (such as in the Virtuoso Sub-Fund) were to be insured, the prospectus therefore stipulated that not only the credit risk of the buyers, but also that of the suppliers or sellers and their guarantors must be insured. Additional complexity and risks then arose in the multi-obligor programmes with the inclusion of programmes that provided for the possibility of so-called future receivables.

FINMA Ruling: CSA.0001.0011.7753 at 0008 ([19]), 0069 ([211]), 0070 ([217]).

Further particulars may be provided following evidence and disclosure.

205ZG. The increased risks associated with multi-obligor programmes were not adequately disclosed in investor materials.

Particulars

The Offering Memoranda for the Virtuoso Sub-Fund did not mention multi-obligor programmes until around 18 months after its launch. In some marketing materials, only the single obligor programme not the multi obligor programme was presented until the closure of the fund: Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [29]; FINMA Ruling: CSA.0001.0011.7753 at 0022 (at [54]), 0069 (at [212]). Further particulars may be provided following evidence and disclosure.

205ZH. CSAM and/or CSFM failed to adequately monitor and manage the Virtuoso Sub-Fund and Nova Sub-Fund with respect to multi-obligor programmes.

Particulars

Wenger Plattner Report dated 30 July 2022: ~~CSA.0001.0011.7751~~CSA.5000.0007.0716 at [35], [199]. FINMA Ruling: CSA.0001.0011.7753 at 0069 (at [211]-[212], [218]) – e.g. at [211]. Further particulars may be provided following evidence and disclosure. This constituted a

failure by CSAM and/or CSFM to perform the obligations referred to in paragraphs 241 to 266B (on each occasion when a breach of an obligation concerning multi-obligor programs is pleaded).

205ZI. Further or in the alternative, CSAM and/or CSFM failed to identify that the introduction of multi-obligor programmes constituted a material change to the investment objectives of the Virtuoso Sub-Fund and Nova Sub-Fund, which ought to have led to a new product approval process, amendments to the investment objectives of the funds, and investor notification.

Particulars

Further particulars will be provided following expert evidence.

205ZIA. Further or in the alternative:

a. at least a subset of the multi obligor programs (including at least the programs concerning entities associated with Mr Gupta) enabled the seller to have control over funds in the collection account (being a holding account where the money received by an obligor was stored until the maturity date of the note);

b. this materially changed the risks for the sub-funds;

c. CSAM was aware that Mr Gupta (and/or entities associated with Mr Gupta) had access to the collection accounts);

d. no monitoring was put in place to track exposure to the use of the collection accounts by entities associated with Mr Gupta, and nothing was otherwise done to enhance controls;

e. when Greensill collapsed, Credit Suisse did not have control over the funds held in the collection accounts by entities associated with Mr Gupta.

Particulars

See Deloitte Report at [2.1.8], [3.4.1], [3.4.2], [6.6.3], [6.10.1], [6.24.4], [6.29.4].

See Luc Mathys interview with Deloitte and Walder Wyss on 26 April 2021 at Q48 (CSA.0001.0012.2825). See Luc Mathys interview with Deloitte and Walder Wyss on 11 August 2021 (CSA.0001.0012.2857) at Q36-Q37.

See Andreas Asche interview with Deloitte and Walder Wyss on 7 June 2021 at Q34 (CSA.0001.0012.2836).

See Adam Milenkovic interview with Deloitte and Walder Wyss dated 22 July 2021 at Q49 (CSA.0001.0012.2853).

f. CSAM and/or CSFM should not have accepted the introduction of an arrangement whereby the seller (such as entities associated with Mr Gupta) controlled the funds in the collection account, and the introduction of this arrangement meant that CSAM and/or CSFM were unable to recover the funds which were in those collection accounts when Greensill collapsed.

KC CONCENTRATION RISK WITH RESPECT TO GREENSILL

KC1. The role of Greensill in the investment process for the sub-funds

205ZJ. As part of the investment process for the Virtuoso Sub-Fund and the Nova Sub-Fund, CSAM (and/or CSFM) delegated to (and/or permitted) the Greensill Group to perform the following roles, with respect to Customers:

a. locating Customers whose receivables (or "future receivables") were to be acquired and to whom funds were to be advanced;

Particulars

That it was the role of the Greensill Group to locate the Customers was explained in the April 2022 AGM RFI: MAR.0008.2000.0001 (at p _0004).

See Deloitte Report at [6.8.1], [6.8.3].

b. negotiating and entering into transaction documents to acquire the receivables (or "future receivables") of those Customers and provide funding to those Customers;

c. negotiating and entering into documentation for the provision of guarantees by Customers (or entities related to or affiliated with the Customers);

d. following the entry into transaction documents, monitoring the ability of the Customers to repay their payment obligations;

Particulars

That it was the role of the Greensill Group to monitor Customers was explained in the April 2022 AGM RFI: MAR.0008.2000.0001 (at p _0004).

e. negotiating with existing suppliers to reduce the exposure of the sub-funds to certain Customers (and/or the corporate group of which they formed part).

Particulars

To the extent that CSAM and/or CSFM and/or other entities within the Credit Suisse Group sought or required a reduction in the exposure of the sub-funds to entities associated with SoftBank or entities associated with Mr Gupta, as pleaded in this Cross-Claim, CSAM and/or CSFM delegated (and/or permitted) the Greensill Group to perform that role.

205ZK. For the investment process for the Virtuoso Sub-Fund and the Nova Sub-Fund, CSAM (and/or CSFM) delegated to (and/or permitted) the Greensill Group to perform the following roles, with respect to the creation and issuing of notes:

a. generally, securitising the rights to payments with respect to the underlying receivables (or "future receivables") into notes, and structuring the notes;

Particulars

That it was the role of the Greensill Group to securitise the receivables and structure the notes was explained in the April 2022 AGM RFI: MAR.0008.2000.0001 (at p _0004).

b. performing the role of "Collateral Administrator", pursuant to which it supplied administrative services, and coordinated and prepared the terms of each notes tranche issuance;

Particulars

Within the Greensill Group, this role was played by GCUK – see letter from CSFM to CSSF dated 9 March 2021: CSA.5000.0003.9826 (at p _0001); see CSSF's "Annex 1: Context and background information": CSA.7000.0003.3918 (p 12).

c. transferring or selling rights to payments with respect to receivables (or "future receivables") into a special purpose vehicle (being Wickham, Lagoon Farm and Hoffman);

Particulars

See the reference to the role of GCUK as "seller" or transferor" in the letter from CSFM to CSSF dated 9 March 2021: CSA.5000.0003.9826 (at p _0001); see CSSF's "Annex 1: Context and background information": CSA.7000.0003.3918 (p 12).

d. acting as "Broker / Dealer" and "Arranger" for the special purpose vehicle.

Particulars

Within the Greensill Group, this role was played by Greensill Capital Securities Limited from time to time – see letter from CSFM to CSSF

dated 9 March 2021: CSA.5000.0003.9826 (at p _0001); see CSSF's "Annex 1: Context and background information": CSA.7000.0003.3918 (p 12).

205ZL. For the investment process for the Virtuoso Sub-Fund and the Nova Sub-Fund, CSAM (and/or CSFM) delegated to (and/or permitted) the Greensill Group to perform the following roles, with respect to the receipt and distribution of funds:

a. acting as "Collection Agent", such that it received payments in relation to underlying payment obligations and was given responsibility for distributing receipts in accordance with the provisions of the transaction documents;

Particulars

Within the Greensill Group, this role was played by GCUK. See letter from CSFM to CSSF dated 9 March 2021: CSA.5000.0003.9826 (at p _0001). See CSSF's "Annex 1: Context and background information": CSA.7000.0003.3918 (p 12). See also Cash Collection Annexures to notes programs (e.g. Cash Collection and Allocation Annex A dated 16 April 2018: CSA.5000.0002.9340, Cash Collection and Allocation Annex J dated 27 September 2018: CSA.5000.0001.2415).

b. acting as "Administration Agent", such that it performed various reporting and late payment services in connection with the underlying payment obligations.

Particulars

Within the Greensill Group, this role was played by GCUK. See letter from CSFM to CSSF dated 9 March 2021: CSA.5000.0003.9826 (at p _0001). See CSSF's "Annex 1: Context and background information": CSA.7000.0003.3918 (p 12).

205ZM. For the investment process for the Virtuoso Sub-Fund and the Nova Sub-Fund, CSAM (and/or CSFM) delegated to (and/or permitted) the Greensill Group to perform the following roles, with respect to insurance:

a. generally, arranging and obtaining credit insurance with respect to the investments;

Particulars

See letter from CSFM to CSSF dated 9 March 2021: CSA.5000.0003.9826 (at p _0001). See CSSF's "Annex 1: Context and background information": CSA.7000.0003.3918 (p 12). See the April 2022 AGM RFI: MAR.0008.2000.0001 (at p _0004).

b. selecting insurers;

c. making disclosures to insurers in order to arrange and obtain insurance.

205ZN. In the premises pleaded at paragraphs 205ZJ to 205ZM above, the Greensill Group was central to the investment process for the Virtuoso Sub-Fund and Nova Sub-Fund, and CSAM (and/or CSFM) was reliant on the Greensill Group to give effect to that investment process.

KC2. Consequences of Greensill having a central role in the investment process for the sub-funds

205ZO. The centrality of the Greensill Group to the investment process of the Virtuoso Sub-Fund and Nova Sub-Fund, and the reliance of CSAM (and/or CSFM) on the Greensill Group to give effect to that process, meant that if GCUK was placed into liquidation (or GCUK or other entities within the Greensill Group were otherwise no longer able to perform their roles):

a. the investment process for the Virtuoso Sub-Fund and Nova Sub-Fund would no longer be able to function (or alternatively, there was a real and obvious risk that the investment process would no longer be able to function);

b. CSAM and/or CSFM would not have visibility as to whether the funds which had been lent to Customers were capable of being recovered; and/or

c. to the extent investor funds may have been recoverable, where the sub-funds (or any other entities within the Credit Suisse Group) were not a party to contractual arrangements with Customers, and where the flow of investment funds was controlled by Greensill, there was a real and obvious risk that the sub-funds would not be able to recover some or all of their investments, from the Customers or Greensill.

205ZP. In the premises pleaded at paragraphs 205ZJ to 205ZO above, CSAM (and/or CSFM) should never have entered into an investment process on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund which was so reliant on another corporate group, being the Greensill Group, to give effect to that investment process, particularly in circumstances where:

a. it had never invested with the Greensill Group previously;

b. it had never invested in trade credit finance previously;

c. notes based on trade credit finance with the features of the notes issued to the sub-funds were a novel product in the market (except to the extent that GAM had a similar product);

d. it did not conduct adequate due diligence prior to and about the time of the launch of the sub-funds, on the proposed investment structure or the Greensill Group itself (including the financial position of the Greensill Group), as pleaded in paragraphs 135 to 144 above;

e. it did not have visibility over the flow of investment funds;

f. it did not have a process in place to conduct adequate due diligence on the underlying transactions and obligors; ~~and/or~~

g. the due diligence, oversight and analysis conducted by the Greensill Group was subject to the limitations set out in the Lagoon Park Base Memorandum, Wickham Base Memorandum and the Hoffman Base Memorandum pleaded in paragraphs 70, 73 and 77 above; and/or

h. the investment process meant that Greensill was incentivised to originate and sell as many notes as possible to the sub-funds, and was also incentivised to sell its lowest quality notes to the sub-funds.

Particulars

See Deloitte Report at [3.2.3], [6.34.1], [6.38.1].

KC3. Steps which should have been taken from September / October 2020

205ZQ. Further or in the alternative, Marsh repeats paragraphs 205K and 205L above.

205ZR. Having regard to the nature and extent of the concerns about the Greensill Group which were raised by the Credit Suisse risk management team in about September and October 2020, from about September or October 2020, CSAM (and/or CSFM) should have wound down the sub-funds, or alternatively:

a. performed a risk assessment of the implications of those concerns for the future operation of the sub-funds, and the extent to which it was able to reduce the exposure of investors in the funds having regard to the concerns which had been identified;

b. informed investors in the Virtuoso Sub-Fund and Nova Sub-Fund of the concerns which had been identified with the Greensill Group, prior to CSAM investing any further funds of those investors via investments by the sub-funds, particularly given the centrality of the Greensill Group to the investment process which had been agreed to by CSAM; and/or

c. taken all available steps to seek to reduce the exposure of the investors in the Virtuoso Sub-Fund and Nova Sub-Fund to the risk that GCUK would be placed into liquidation (and/or entities within the Greensill Group would no longer be able

to perform their roles within the investment process for the Virtuoso Sub-Fund and Nova Sub-Fund), and/or the risk that investors in the sub-funds would lose some or all of their investments.

KD. FAILURE TO ADEQUATELY CONSIDER PRICING OF NOTES

205ZS. CSAM acquired the notes which are the subject of these proceedings on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund, being notes proposed to CSAM by Greensill pursuant to the criteria set out in the warehouse facility agreements:

a. in circumstances where it had agreed to acquire the notes pursuant to the warehouse facility agreements for a fixed price which was independent of the credit risk of the underlying obligors and/or Customers; and/or

b. without adequately considering whether paying the pricing set out in the warehouse facility agreements meant that the notes were being acquired for fair value, and without adequately considering whether the approach to pricing created an incentive for Greensill to provide the sub-funds with lower quality notes.

Particulars

There was a fixed pricing for all products proposed, without considering the product specificities. The fixed pricing did not consider whether the notes were linked to single or multi obligors, or whether the rating of the obligor was high or low. This was in circumstances where the issuer types ranged from "effective" receivables from large listed companies with known ratings, to future receivables from private companies, some of them being related parties to GCUK. All receivables were packaged in notes with the same remuneration offered. The sub-funds exclusively used Greensill Capital as originator and the pricing of the notes was fixed: see Mazars Report at section 5.4 (CSA.0001.0012.0569).

See Deloitte Report at [3.2.3]:

> "The Warehousing Agreements also specified that the SCF funds were compensated by the same spread for each note they bought, irrespective of the underlying credit quality. This created an adverse incentive for Greensill Capital to sell the SCF Funds the worst available notes on any occasion (as it could potentially sell better quality notes at a cheaper and more profitable spread elsewhere or retain them on its own balance sheet)".

See also the Deloitte Report at [6.34.1]:

"Greensill Capital's revenue was driven by the volume of notes that it originated. The respective Warehousing Agreements required CSAM to purchase all notes that were offered to the SCF Funds (provided they met the agreed criteria) and at spread that was independent of underlying quality. Greensill Capital was also selling notes to other clients and retaining some exposure on its own balance sheet. Therefore, Greensill Capital could effectively always offer the lowest quality available notes to CSAM and indeed they were incentivised to do so by the structure. The fixed pricing strategy was justified by Greensill Capital in the original due diligence because the notes were only intended to be held for the short term, and so the spread was seen as the premium for short term liquidity provision, whereas in practice notes typically were held to maturity. We have not seen evidence that CSAM attempt to challenge the fixed price of notes, even when it became clear they were being held to maturity".

This was in a context where other market counterparties also purchased notes originated by Greensill Capital: see Deloitte Report at [6.34.2] and [6.34.3].

Further particulars may be provided following evidence (including expert evidence) and disclosure.

205ZT. In the premises pleaded in 205ZS, CSAM (and/or CSFM):

a. should not have agreed to warehouse facility agreements which contained pricing which did not take into account the characteristics and credit risks of the underlying obligors and/or Customers;

b. should not have agreed to warehouse facility agreements which contained pricing which did not take into account the nature and extent of substantial fees paid to Greensill from the price paid for notes;

c. should not have agreed to pricing in the warehouse facility agreements which did not incentivise Greensill to achieve the best price or optimal credit quality of investments, having regard to the characteristics and credit risks of the underlying obligors and/or Customers; and/or

d. should not have agreed to pricing in the warehouse facility agreements which did not involve adequate consideration of whether the notes were being acquired for fair value.

Particulars

The risks of paying fixed pricing regardless of the underlying credit risks is reflected in the calculations of the value of the investments by Houlihan Lokey, who were engaged by CSAM to value the notes as at 31 March 2021 following the collapse of Greensill: CSA.5000.0004.2134.

KE. CSFM'S SAFEKEEPING DUTIES

205ZU. At all material times, Credit Suisse (Luxembourg) S.A. (**Depositary Bank**) acted as depositary bank for the Virtuoso Sub-Fund and Nova Sub-Fund.

Particulars

See Mazars Report at p 253 (CSA.0001.0012.0569), referencing:

(a) depositary and paying agent services agreements of Virtuoso dated 17 December 2013 with relevant special technical term sheets for the Virtuoso Sub-Fund;

(b) depositary and paying agent services agreements of Credit Suisse Nova (LUX) dated 15 October 2013 with relevant special technical term sheets for the Nova Sub-Fund.

205ZV. CSFM was required to have and implement appropriate procedures:

a. to verify that the assets acquired by the Virtuoso Sub-Fund and Nova Sub-Fund were appropriately registered in the name of the sub-funds (or in the name of CSFM acting on behalf of the sub-funds); and

b. to check the consistency between the positions in CSFM's records, and the assets for which the depositary is satisfied that the sub-funds (or CSFM acting on behalf of the sub-funds) hold the ownership.

Particulars

See Article 90(3) of the CDR. See Mazars Report at p 143, 253, 255 (CSA.0001.0012.0569).

205ZW. CSFM was required to have in place procedures to ensure that it could review the performance of the Depositary Bank in respect of its contractual obligations.

Particulars

See Article 83(1)(r) of the CDR. See Mazars Report at p 255 (CSA.0001.0012.0569).

205ZX. At all material times, CSFM:

a. did not perform activities or approve procedures aimed at verifying that the assets acquired by the sub-funds were appropriately registered in the name of the sub-funds and ensuring that CSFM verified that the funds acquired ownership of the assets (i.e. receivables) in which they were supposed to invest; and/or

b. did not have in place an asset registration process by which it ensured that the sub-funds acquired the ownership of the assets (i.e. receivables) in which they were supposed to invest by means of notes.

Particulars

See Mazars Report at p 144, 253, 255 (CSA.0001.0012.0569).

205ZY. At all material times, CSFM, to the extent it conducted due diligence on the Depositary Bank:

a. the depth, nature and frequency of that due diligence was not designed or fine-tuned in accordance with the specificities and risk profiles of the sub-funds and related underlying investments; and/or

b. that due diligence did not cover the following specific processes:

(i) accounting reconciliation processes and exchanges of information between the Depositary Bank, CSAM, CSFM and GCUK;

(ii) processes related to the issuance of documentation in the case of new obligors;

(iii) processes covering new programs or structures involving the Depositary Bank, CSAM and GCUK;

(iv) ownership verifications oversight processes.

Particulars

See Mazars Report at p 144, 254 (CSA.0001.0012.0569).

205ZZ. By reason of the matters pleaded at paragraphs 205X to 205Y, CSFM did not comply with the requirements of safekeeping duties.

Particulars

See Mazars Report at p 144 (CSA.0001.0012.0569).

KF. FAILURE TO RESPOND TO TRIGGER EVENTS

205ZZA. Further or in the alternative,

a. during the period from at least about April 2018, there were a series of events which should have caused CSAM and/or CSFM to conduct a comprehensive review of the Virtuoso Sub-Fund and Nova Sub-Fund; and

Particulars

The events were numerous enquiries from regulators, media articles and enquiries, third party research, and issues with the GAM Greensill Supply Chain Finance Fund. Further particulars of the events, and the nature of the comprehensive review which should have been conducted, will be provided following expert evidence.

See also the Deloitte Report at [3.13.2] – "given the frequency and nature of external regulatory enquiries, there was a failure to ask more fundamental questions and examine the issues in depth".

b. CSAM (and/or CSFM) failed to conduct an appropriate review of the Virtuoso Sub-Fund and Nova Sub-Fund in response to such events (where if such a review had been conducted, it would have led to steps being to reduce the exposure of the investors in the Virtuoso Sub-Fund and Nova Sub-Fund).

KG. FAILURE TO CONDUCT PRODUCT APPROVAL PROCESS FOLLOWING CHANGE IN INVESTMENT OBJECTIVES

205ZZB. Further or in the alternative:

a. on about 1 July 2020, there was a material change to the description of the Virtuoso Sub-Fund's investment objective in the Virtuoso Offering Memorandum;

b. in about January 2020, there was a material change to the description of the Nova Sub-Fund's investment objective in the Nova Prospectus.

Particulars

Particulars to be provided following expert evidence.

205ZZC. In the premises pleaded in paragraph 205ZZB above, CSAM and/or CSFM ought to have conducted a new approval process for the Virtuoso Sub-Fund and the Nova Sub-Fund respectively, at about the time of the respective change to the description of the investment objective, but such a new approval process did not occur.

Particulars

Particulars to be provided following expert evidence.

L INVESTIGATION BY CREDIT SUISSE INTO THE GREENSILL MATTER

206. On dates not presently known to Marsh:

a. in about March 2021, Credit Suisse Group's Board initiated an investigation into the Greensill matter (the **CS Investigation**);

b. the CS Investigation was conducted under the direction of a committee of the Credit Suisse Group's Board;

c. Walder Wyss AG (**Walder Wyss**) was engaged to assist with the CS Investigation;

d. Deloitte Touche Tohmatsu Limited (**Deloitte**) was engaged to assist with the CS Investigation;

e. Ernst & Young was engaged to assist with the CS Investigation; and

f. Boston Consulting Group was engaged to assist with the CS Investigation.

Particulars

See April 2022 AGM RFI on p 12: MAR.0008.2000.0001.

See Form 6-K dated 10 February 2022: MAR.0008.2000.0010.

Further particulars may be provided following evidence and disclosure.

206A. On around 4 March 2021, the Credit Suisse Compensation Committee suspended the variable compensation payable to Thomas Gottstein, Philipp Wehle, Eric Varvel, Luc Mathys, Michel Degen, Michael John D'Angelo, Tony Patti, Emidio Morizio and Roger Machlis pending the outcome of a review and investigation of the Greensill Funds issue.

Particulars

Email from Urs Rohner to Jan Bloechilger (FINMA) dated 5 March 2021: CSA.5000.0008.0743.

207. In about late 2021 and/or early 2022, findings of the CS Investigation prepared by Deloitte and Walder Wyss were presented to representatives of the Credit Suisse Group.

Particulars

Preliminary findings were initially presented to representatives of the Credit Suisse Group in about December 2021. By about February 2022, the report had been completed. Further and better particulars may be provided following evidence and disclosure.

208. In about late 2021 and/or early 2022, findings of the CS Investigation (and/or preliminary findings of the CS Investigation) prepared by Deloitte and Walder Wyss were shared with FINMA.

Particulars

See statement from Simone Meier of Credit Suisse on about 23 December 2021: "Based on the preliminary findings of the investigation which have been shared with the regulators". See Form 6-K dated 10 February 2022: MAR.0008.2000.0010.

209. The CS Investigation found, at least, that:

a. managers and employees could have averted reputational damage and economic failure if they had conducted themselves in prior years more appropriately;

b. various managers and employees were responsible for economic failure associated with the Virtuoso Sub-Fund and Nova Sub-Fund;

c. various managers and employees were responsible for reputational damage associated with the Virtuoso Sub-Fund and Nova Sub-Fund;

d. conduct by managers and employees was a violation of policies on management and supervision;

e. there were weaknesses in existing controls for the approval and monitoring of fund products;

f. governance structures within Credit Suisse required revision; and

g. a wide range of organisational measures needed to be adopted in response to failings with respect to the Greensill matter.

Particulars

See April 2022 AGM RFI on pp 9 and 12. See findings published by FINMA on 28 February 2023 – "FINMA concludes "Greensill" proceedings against Credit Suisse" (**FINMA Findings**), under the heading "Internal investigation by Credit Suisse" (MAR.0008.2000.0013). The full CS Investigation has not been discovered by UBS to date. Further and better particulars may be provided following evidence and disclosure.

210. The managers and employees described in paragraph 209:

a. included in excess of 10 representatives of the Credit Suisse Group (including CSAM and/or CSFM); and

b. included Mr Degen, Mr Mathys and Mr Haas.

Particulars

See the April 2022 AGM RFI on p 12: MAR.0008.2000.0001. See media reporting – e.g. Bloomberg article dated 23 December 2021: "Credit Suisse Fires Managers Tied to Failed Greensill Funds" (MAR.0008.2000.0009); Financial Times article dated 23 December 2021: "Credit Suisse fires two managers responsible for Greensill funds" (MAR.0008.2000.0008).

211. The FINMA Findings:

a. reinforced many of the findings of the CS Investigation; and

b. contained many findings to the same effect, or substantially the same effect, as the findings of the CS Investigation.

Particulars

Statement by Ulrich Körner on about 28 February 2023: "Finma's review has reinforced many of the findings of the board-initiated independent review" (MAR.0008.2000.0012). See also FINMA Ruling: CSA.0001.0011.7753 at [134]. Further and better particulars may be provided following evidence and disclosure.

212. Based on the findings of the CS Investigation, at least the following steps were taken:

a. a wide range of organisational measures were adopted by Credit Suisse;

b. governance structures within Credit Suisse were revised;

c. control processes for the approval and monitoring of fund products were strengthened;

d. the employment of Mr Degen was terminated;

e. the employment of Mr Mathys was terminated;

f. the employment of Mr Haas was terminated;

fa the employment of Mr Milenkovic was terminated;

fb. the employment of Mr Hehenkamp was terminated;

fc. the employment of Mr Varvel was terminated;

fd. the employment of Ms Warner was terminated;

fe. the employment of Rudolf Komen (Director, CEO of CSFM) was terminated;

ff. the employment of Hans-Christoph Voges (General Counsel, CSAM) was terminated;

g. a total of 10 employees (including Mr Degen, Mr Mathys, Mr Haas, Mr Milenkovic, Mr Hehenkamp, Mr Varvel, Ms Warner, Mr Komen and Mr Voges) within the Credit Suisse Group had their employment terminated;

h. the 10 employees whose contracts were terminated had their 2021 bonus cancelled, and deferred compensation from previous years was cancelled insofar as this was considered to be legally possible; and

i. additional employees received disciplinary measures, and had their 2021 bonus reduced.

Particulars

See FINMA Findings under the heading "Internal investigation by Credit Suisse".

See April 2022 AGM RFI on p 12: MAR.0008.2000.0001.

See statement from Simone Meier of Credit Suisse on about 23 December 2021: "Based on the preliminary findings of the investigation which have been shared with the regulators, CS has taken action with regards to various individuals. These actions include termination of employment and severe monetary penalties via compensation adjustments. External investigations are still ongoing".

See media reporting – e.g. Bloomberg article dated 23 December 2021: "Credit Suisse Fires Managers Tied to Failed Greensill Funds" (MAR.0008.2000.0009), Financial Times article dated 23 December 2021: "Credit Suisse fires two managers responsible for Greensill funds" (MAR.0008.2000.0008).

Further and better particulars may be provided following evidence and disclosure.

212A. CSAM's reasons for termination of Mr Haas included, at least, that:

a. he was aware of the main problems and risks in the sub-funds, including exposure to GFG (i.e. entities associated with Mr Gupta) and future receivables;

b. that while Mr Haas had resisted pressure from GCUK regarding the increase of such exposure and future receivables, and he was ultimately overruled by two other employees, and he did not escalate the incidents of being overruled;

c. he breached the following regulations:

i. GP-00012 Escalation

ii. GP-0001 5 General Principles of Effective Supervision

iii. CM-10000 Bank Compliance Manual

iv. Code of Conduct.

Particulars

See letter entitled "Termination of Employment Relationship" to Lukas Haas dated 17 December 2021 (CSA.0001.0011.7382). Further particulars may be provided following evidence and disclosure.

212B. CSAM's reasons for termination of Mr Mathys included, at least, that:

a. he had a central role in the management of the sub-funds and was closely involved in the day to day discussion with GCUK;

b. he failed to take action in spite of clear signs of problems, in particular with regard to GFG and SoftBank exposure and the behaviour of Mr Greensill;

c. he overruled the portfolio manager when the portfolio manager rejected trades and was attempting to reduce the exposure to GFG;

d. he failed to escalate issues and he attempted to hide problems, even resorting to disseminating incorrect information;

e. he was relied upon to provide information on the sub-funds (for example, press inquiries and drafting memorandum), but the information he provided was inaccurate, in some cases appeared to have been deliberately misleading or important information was omitted, and in other cases was factually incorrect;

f. he concentrated on "saving" the sub-funds and the relationship with Mr Greensill and GCUK, and did not concentrate on the problems which the sub-funds had;

g. he breached the following regulations:

i. GP-0001 2 Escalation;

ii. GP-00293 Identification and management of Conflicts of Interest;

iii. GP-0001 5 General Principles of Effective Supervision;

iv. CM-1 0000 Bank Compliance Manual; and

v. Code of Conduct

Particulars

See letter entitled “Termination of Employment Relationship as Part of a Disciplinary Measure – Level 5” to Mr Mathys dated 17 December 2021 (CSA.0001.0011.7385). Further particulars may be provided following evidence and disclosure.212BA. In addition to the matters pleaded in the preceding paragraph, CSAM’s reasons for terminating Mr Mathys included that he breached the mandate of the supply chain funds by facilitating execution of the Side Letter.

212C. CSAM’s reasons for terminating Mr Degen included, at least, that:

a. he failed to take action in spite of clear signs of problems (in particular with regard to GFG and SoftBank exposure and the behaviour of Mr Greensill);

b. he concentrated efforts on avoiding the reputational consequences and defending the sub-funds as well as Mr Greensill instead of solving the problems of the sub-funds;

c. he failed to address problems and to escalate to senior levels;

d. he failed to set up the business to manage the risks within the sub-funds;

e. he was a pivotal person in setting a culture around the sub-funds that was internally focused and did not transparently communicate the risks;

f. an aggravating fact was that he cautioned direct reports to be careful internally with the information related to the sub-funds and their exposure;

g. he overrode the Portfolio Manager to accept notes from Greensill that had been rejected;

h. he breached the following regulations:

i. GP-00012 Escalation

ii. GP-00293 Identification and management of Conflicts of Interest

iii. GP-00015 General Principles of Effective Supervision

iv. CM-10000 Bank Compliance Manual

v. Code of Conduct.

Particulars

See letter entitled “Termination of Employment Relationship as Part of a Disciplinary Measure – Level 5” to Mr Degen dated 17 December 2021 (CSA.0001.0011.7388). Further particulars may be provided following evidence and disclosure.

212CA. In addition to the matters pleaded in the preceding paragraph, CSAM's reasons for terminating Mr Degen included that he breached the mandate of the supply chain funds by facilitating execution of the Side Letter.

212CB. CSAM's reasons for terminating Mr Milenkovic included, at least, that:

a. he failed to ensure that the business was able to monitor key risk exposures to the sub-funds;

b. even though he attended key meetings regarding future receivables and GFG's control of collection accounts, he did not take action to monitor or manage the associated risks;

c. he did not see the risks connected with the sub-funds and did not make the necessary inquiries when he "saw hints";

d. he did not act when he actually saw risks;

e. an aggravating fact was that he had ample opportunity be aware of the risks associated with future receivables and GFG related matters;

f. he was required to present at the IROC deep dive into the sub-funds, and while in fact Mr Mathys presented with Mr Milenkovic in attendance, no issues were discussed or raised by Mr Milenkovic;

g. he breached the following regulations:

i. GP-00012 Escalation;

ii. GP-00015 General Principles of Effective Supervision;

iii. CM-10000 Bank Compliance Manual; and

iv. Code of Conduct.

Particulars

Memorandum re 'Termination of Employment' dated 17 December 2021: CSA.0001.0012.0458.

Notice of Termination dated 20 June 2022: CSA.0001.0012.0479.

212D. The matters pleaded at each of paragraphs 212A to 212CB above:

a. were matters which CSAM (and/or CSFM, and/or the Credit Suisse Group) believed to be true and correct;

b. were in fact true and correct;

c. reflected findings of the CS Investigation;

d. in the alternative to (c), reflected findings of other internal investigations by entities within the Credit Suisse Group following the collapse of Greensill.

212E. Certain of the employees who were terminated by CSAM were allocated by a "culpability" score and an "accountability" score on scale of 1-10 (with 10 being the highest ranking on the scale), including as follows:

a. Mr Varvel was given a culpability score of 7 and an accountability score of 9;

b. Mr Degen was given a culpability score of 10 and an accountability score of 10;

c. Mr Mathys was given a culpability score of 10 and an accountability score of 10;

d. Mr Milenkovic was given a culpability score of 8 and an accountability score of 9;

e. Mr Haas was given a culpability score of 6 and an accountability score of 10;

f. Mr Voges was given a culpability score of 8 and an accountability score of 6;

g. Mr Hehenkamp was given a culpability score of 9 and an accountability score of 9.

Particulars

Project Blue – Defined Measures – Presentation for the Board of Directors – by Credit Suisse Human Resources dated 1 December 2021: CSA.5000.0008.2444.

212F. Staff who were found by CSAM to have breached regulations, but did not have their employment terminated included, at least:

a. Guy Reiter, Chief Compliance Officer for CSAM, who:

i. was directly responsible for marketing material, in circumstances where the wording of that material had led to problems with investors;

ii. was found to have been passive in the SoftBank Side Letter matter;

iii. was found to have overlooked the conflict of interest with Greensill and with GFG and not taken any action to remedy the situation;

iv. was found to have acted in a manner that breached the following regulations:

i. GP-00012 Escalation

ii. GP-00293 Identification and management of Conflicts of Interest

iii. GP-00015 General Principles of Effective Supervision

iv. CM-10000 Bank Compliance Manual

v. Code of Conduct;

Particulars

Memorandum re 'Letter of Education' dated 17 December 2021: CSA.0001.0012.0469.

b. Dominique Deleze, Head Product Development and Management Switzerland for CSAM, who:

i. was found to have not reacted to increased risk and not escalated such risk and other problems, but rather tried to circumvent issues and thereby exposed the bank to unnecessary risk;

ii. was found to have acted in a manner that breached the following regulations:

i. GP-00012 Escalation;

ii. GP-00015 General Principles of Effective Supervision;

iii. CM-10000 Bank Compliance Manual;

iv. Code of Conduct;

Particulars

Memorandum re 'Reprimand with Final Warning' dated 17 December 2021: CSA.0001.0012.0462.

c. Kathrin Isch, head of compliance, CSAM, who:

i. was responsible for the review of marketing material, where the wording of the prospectus created risks of disputes with clients;

ii. as a core member of the management team and responsible for business risk, did not react to news regarding problems with Greensill and GFG;

iii. was found to have acted in a manner that breached the following regulations:

i. GP-00012 Escalation;

ii. GP-00015 General Principles of Effective Supervision;

iii. CM-10000 Bank Compliance Manual;

iv. Code of Conduct;

Particulars

Memorandum re 'Letter of Education' dated 17 December 2021: CSA.0001.0012.0475.

M GENERAL FAILURES BY CSFM

M1 Failures in oversight of CSAM by CSFM

213. CSFM, in its oversight of CSAM with respect to the Virtuoso Sub-Fund and Nova Sub-Fund, ought to have performed adequate due diligence on CSAM's portfolio management of the Virtuoso Sub-Fund and Nova Sub-Fund and ought to have implemented formalised assessments and controls over CSAM's portfolio management setup, by reason of:

a. the obligations pleaded at paragraphs 93 and 121 above; and/or

b. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 85 to 89, 92, 113 to 117 and 120 above.

214. CSFM failed in its oversight of CSAM with respect to the Virtuoso Sub-Fund and Nova Sub-Fund, because:

a. it did not perform specific due diligence work (or in the alternative, it did not perform adequate specific due diligence work) on CSAM's portfolio management of the Virtuoso Sub-Fund and Nova Sub-Fund, in the context of the specific investment process with Greensill;

b. it did not perform any amended due diligence assessment (or in the alternative, it did not perform any adequate due diligence assessment) on CSAM when there were significant changes to the investment process with Greensill over time; and

c. it did not implement formalised assessments and controls over CSAM concerning the portfolio management setup for Virtuoso Sub-Fund and Nova Sub-Fund.

Particulars

See the CSSF Sanction at (i). See also the CSSF Breach Annexure at sections 1.3 to 1.5 (CSA.7000.0003.3919). The obligations which CSFM is alleged to have failed to perform are those pleaded in the preceding paragraph and identified in this sub-paragraph of the CSSF Sanction and those sections of the CSSF Breach Annexure.

M2 Failures in disclosures to investors

215. CSFM ought to have disclosed to investors in the Virtuoso Sub-Fund and Nova Sub-Fund an adequate description of its investments in notes backed by future receivables and risks relating to insurance coverage, as well as description of fees charged, and expenses borne by investors, by reason of:

a. the obligations pleaded at paragraphs 94 and 122 above; and/or

b. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 85 to 89, 92, 113 to 117 and 120 above.

216. CSFM:

a. failed to make available to investors an adequate description of the so-called "notes backed by future account receivables" in which the Virtuoso Sub-Fund and Nova Sub-Fund invested, and failed to disclose all the information necessary for investors to be able to make an informed judgment of investment in "notes backed by future accounts receivables" and of the risks attached thereto;

b. failed to disclose to investors in the Virtuoso Sub-Fund and Nova Sub-Fund an adequate description of the risks relating to the insurance coverage in place for some notes in which it invested; and

c. failed to inform investors of fees paid to or withheld by Greensill from the sub-funds, despite this representing material information for the investors in those funds.

Particulars

See CSSF Sanction at (ii). See also the CSSF Breach Annexure at section 2 (CSA.7000.0003.3919). The obligations which CSFM is alleged to have failed to perform are those pleaded in the preceding paragraph and identified in this sub-paragraph of the CSSF Sanction and this section of the CSSF Breach Annexure. See also CSA.5000.0003.5960.

See Deloitte Report at [3.9.2].

M3 Failures in approach to investments

217. CSFM ought to have taken adequate steps to ensure and verify that investment policies, strategies and limits of the Virtuoso Sub-Fund and Nova Sub-Fund were implemented and complied with by reason of:

a. the obligations pleaded at paragraphs 93, 95, 121 and 123 above; and/or

b. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 85 to 89, 92, 113 to 117 and 120 above.

218. CSFM:

a. failed to ensure and verify on a periodic basis (or in the alternative, failed to adequately take steps to ensure and verify on a periodic basis) that the general investment policy, the investment strategies and risk diversification limits of the Virtuoso Sub-Fund and Nova Sub-Fund were properly and effectively implemented and complied with;

b. failed to verify (or in the alternative, failed to adequately verify) the existence and nature of the receivables underlying the notes bought by CSAM on behalf of the Virtuoso Sub-Fund and Nova Sub-fund;

c. failed to verify (or in the alternative, failed to adequately verify) that the types of notes in which CSAM invested on behalf of the Virtuoso Sub-Fund and Nova-Sub Fund effectively corresponded to the types defined in the investment policy and instruments of those funds as described in the successive versions of their offering documents;

d. by reason of the matters pleaded in the sub-paragraphs above, did not at all times act with due skill, care and diligence and did not have and effectively employ the resources and procedures that are necessary for the proper performance of its business activities;

e. did not have in place adequate internal control mechanisms ensuring that the assets of the funds were invested in accordance with the management regulations or instruments of incorporation, having regard to the nature of the funds; and

f. by reason of the matters pleaded in (e), was not able to monitor effectively at any time the delegated portfolio management activity of CSAM and did not review the services (or in the alternative, adequately review the services) provided by CSAM on an ongoing basis, in circumstances where CSFM did not monitor (or in the alternative, did not adequately monitor) whether CSAM complied with the investment policy on an ongoing basis.

Particulars

See CSSF Sanction at (iii). See CSSF Breach Annexure at sections 3.3 and 3.6 (CSA.7000.0003.3919). The obligations which CSFM is alleged to have failed to perform are those pleaded in the preceding paragraph

and identified in this sub-paragraph of the CSSF Sanction and those sections of the CSSF Breach Annexure.

219. In the circumstances pleaded in paragraph 217 above, CSFM's senior management did not ensure and verify (or in the alternative, did not take adequate steps to ensure and verify) on a periodic basis that the general investment policy, the investment strategies and the risk limits of the Virtuoso Sub-Fund and Nova Sub-Fund were properly and effectively implemented and complied with.

Particulars

See CSSF Sanction at (vii) and section 7.3 of the CSSF Breach Annexure (CSA.7000.0003.3919). The obligations which CSFM is alleged to have failed to perform are those pleaded paragraph 217 and identified in this sub-paragraph of the CSSF Sanction and this section of the CSSF Breach Annexure.

M4 Failures to implement adequate risk management systems

220. CSFM ought to have implemented adequate risk management systems directed to the risks to which the Virtuoso Sub-Fund and Nova Sub-Fund were exposed by reason of:

a. the obligations pleaded at paragraphs 96 and 124 above; and/or

b. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 85 to 89, 92, 113 to 117 and 120 above.

220A. Further or in the alternative, with respect to notes backed by supplier payment undertakings in general, and notes backed by future accounts receivable in particular:

a. CSFM's risk management systems did not adequately capture the credit risks where:

i. its permanent risk management function failed to identify and monitor the credit risk exposure to the suppliers (i.e. the accounts receivable sellers) resulting from investments in notes backed by supplier payment undertakings in general, and for notes backed by future accounts receivable in particular, and only registered the hypothetical credit risk exposure to future or prospective buyers;

ii. the risk management systems at the level of the AIFM failed to identify, measure, manage, monitor and report the concentration exposures of suppliers;

iii. CSFM was not aware of instances in which future accounts receivable ever materialised into buyer-confirmed receivables;

b. as a consequence of the credit risk management failures, there was no adequate reporting to senior management of CSFM on the credit risk and concentration risk originating from investments in notes backed by supplier payment undertakings in general, and for notes backed by future receivables in particular, as no reporting on the exposure to suppliers existed;

c. because the permanent risk management function failed to correctly identify the credit and concentration risk exposure to the suppliers resulting from notes backed by supplier payment undertakings, it also failed to define and monitor appropriate concentration limits for these exposures, thus failing the obligation to establish and implement quantitative and qualitative risk limits, of both, for each fund it managed, taking into account all relevant risks;

d. as CSFM did not track whether and when future accounts receivable materialised into real accounts receivable, the permanent risk management function could not monitor which notes backed by future accounts receivable benefitted from recourse provisions once accounts receivable had materialised and payment from the buyers was due, meaning that the credit risk exposure to accounts receivable sellers resulting from recourse provisions was not monitored, and there was no reporting of such exposure to the senior management and directors of CSFM.

Particulars

See CSSF Breach Annexure at section 4.3 under the heading “Credit Risk – Notes backed by supplier payment undertakings and Notes backed by Future AR” (CSA.7000.0003.3919).

220B. Further or in the alternative, with respect to insurance arrangements, failed to conduct an adequate assessment of insurance risks relating to the notes.

Particulars

See CSSF Breach Annexure at section 4.3 under the heading “Risks relating to insurance coverage of the SCF Notes” (CSA.7000.0003.3919).

220C. Further or in the alternative, with respect to concentration risks relating to exposure to groups / alliances of companies / businesses linked to a common beneficial owner:

a. the risk management systems of CSFM, for which the permanent risk management function was responsible, failed to identify, measure, manage and monitor in due time the concentration exposure to businesses that belonged to the same group / alliance of companies or that were linked to a common ultimate beneficial owner, for both buyer and supplier companies;

b. on several occasions, the sub-funds therefore amassed substantial exposure to companies / alliances of companies belonging to the same group;

c. the permanent risk management function generally only considered credit exposure to buyer obligors, meaning the concentration risk relating to suppliers was not monitored;

d. as a consequence of the permanent risk management function's failure to identify concentration exposures to businesses that belonged to the same group of companies or that were linked to a common ultimate beneficial owner, there was no adequate reporting to the senior management and directors of CSFM on the risks originating from, and no identification by CSFM of concentration risks linked to, such group of companies, preventing prompt and appropriate action being taken.

Particulars

See CSSF Breach Annexure at section 4.3 under the heading "Concentration risks – Exposure to groups / alliances of companies / businesses linked to a common ultimate beneficial owner" (CSA.7000.0003.3919).

220D. Further or in the alternative, with respect to concentration risks relating to insurance coverage:

a. CSFM's permanent risk management function did not monitor the concentration of exposure to insurance companies on a regular basis;

b. CSFM did not identify concentration risks linked to the insurers of the notes;

c. there was no risk factor on insurance concentration in the sub-funds' risk profile or in the risk management policy;

d. there was no adequate reporting to senior management and directors of CSFM on insurance concentration risks;

e. as a consequence of the failure of the permanent risk management function to identify insurance concentration risk, the concentrated exposure to IAL / CSFM was not escalated within CSFM, and no alternative measures and strategies as well as appropriate actions to diversify insurance coverage were developed.

Particulars

CSSF Breach Annexure at section 4.3 under the heading "Concentration risks – insurance coverage" (CSA.7000.0003.3919).

220E. Further or in the alternative, to the extent CSFM (and/or CSAM) did have information on underlying debtors, it relied upon information provided to it or prepared by Greensill and failed to independently verify that information.

Particulars

See email from Francesca Prym of UBS to CSSF dated 16 August 2024: CSA.7000.0003.3806. See also CSA.7000.0003.3919 at _0048.

221. In the premises, CSFM:

a. failed to implement adequate risk management systems to address all relevant risks to which the Virtuoso Sub-Fund and Nova Sub-Fund were exposed;

b. failed to implement adequate risk management systems with necessary and adequate techniques, tools and arrangements for assessing the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to all relevant risks to which those funds were or might have been exposed;

c. failed to implement risk management systems which addressed in an adequate manner the credit risk relating to notes backed by future account receivables;

d. failed to implement risk management systems which addressed in an adequate manner risks relating to the insurance coverage of the notes (to the extent investment in the notes was subject to insurance);

e. failed to implement risk management systems which addressed in an adequate manner the concentration risks arising from the exposure to particular groups (or alliances of companies, or businesses linked to a common ultimate beneficial owner) as a result of the investments in the notes;

f. failed to implement risk management systems which addressed in an adequate manner the concentration risks in relation to the insurance coverage in place for the notes (to the extent investment in the notes was subject to insurance); and

g. failed to implement a risk management policy (and related arrangements, processes and techniques) for assessing the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to all relevant risks, having regard to the nature, scale and complexity of the Virtuoso Sub-Fund and Nova Sub-Fund.

Particulars

See CSSF Sanction at (iv). See also section 4.3 of the CSSF Breach Annexure (CSA.7000.0003.3919). The obligations which CSFM is alleged to have failed to perform are those pleaded in the preceding paragraph

and identified in this sub-paragraph of the CSSF Sanction and this section of the CSSF Breach Annexure.

222. CSFM's permanent risk management function:

a. failed to assess, monitor and periodically (at least annually) review (or in the alternative, failed to adequately assess, monitor and periodically review) the adequacy and effectiveness of its risk management policy and related arrangements, processes and techniques;

b. failed to conduct a review (or in the alternative, failed to conduct an adequate review) following significant changes to the investment strategy and objectives of the sub-funds and/or external events which indicated that an additional review was required;

c. did not provide to senior management and the board of directors of CSFM a comprehensive overview of the risks of the Virtuoso Sub-Fund and Nova Sub-Fund, where the failure of CSFM to establish, implement and maintain an adequate risk management policy identifying all relevant risks meant that the risk management reporting did not provide for a coverage of all relevant risks, including specific risks linked to the set-up of the funds.

Particulars

See CSSF Sanction at (iv). See also section 4.3 of the CSSF Breach Annexure (CSA.7000.0003.3919).

M5 Failures to employ appropriate liquidity management system

223. CSFM ought to have implemented a liquidity management system which was appropriate to the notes in which it was investing by reason of:

a. the obligations pleaded in paragraphs 97 and 125 above; and/or

b. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 89 and 117 above.

224. CSFM did not implement for a prolonged period of time an appropriate liquidity management system and related procedures to assess in an adequate manner the asset liquidity risk of the notes, as the system in place did not reflect correctly the potentially low liquidity of the notes, set out in the offering documents and in the risk profiles of the Virtuoso Sub-Fund and Nova Sub-Fund.

Particulars

See CSSF Sanction at (iv). See sections 4.4 and 4.5 of the CSSF Breach Annexure (CSA.7000.0003.3919). See Final Mazars Report

(CSA.0001.0012.0569) under the heading "Liquidity Risk" on pages 177 - 180). The obligations which CSFM is alleged to have failed to perform are those pleaded in the preceding paragraph and identified in this sub-paragraph of the CSSF Sanction and those sections of the CSSF Breach Annexure.

224A. Further or in the alternative, after the investment by SoftBank in the Virtuoso Sub-Fund in about March 2020, CSFM (and/or CSAM) did not consider the underlying liquidity mismatch in the sub-funds or whether there were any structural weaknesses in the GCUK business model on which the sub-funds relied.

Particulars

See Deloitte Report at [3.8.2], [6.65.1] and [6.65.5].

M6 Failures with respect to preferential treatment and management of conflicts of interest

225. CSFM ought to have identified and appropriately addressed any conflicts of interest arising with respect to the Virtuoso Sub-Fund and Nova Sub-Fund, including compliance with the offering documents of those sub-funds by reason of:

a. the obligations pleaded at paragraphs 98 and 126 above; and/or

b. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 85 to 88, 92, 113 to 116 and 120 above.

226. CSFM:

a. entered into a side letter agreement with a client company (being the SoftBank side letter) granting a preferential treatment to that company; and

b. in doing so, failed to comply with the offering documents of the Virtuoso Sub-Fund and Nova Sub-Fund, as the side letter was only disclosed to the investors after its signature and termination.

Particulars

See CSSF Sanction at (v). The obligations which CSFM is alleged to have failed to perform are those pleaded in the preceding paragraph and identified in this sub-paragraph of the CSSF Sanction.

227. CSFM:

a. failed to identify in due time a conflict of interest which existed at the level of Greensill acting as sole originator of the Virtuoso Sub-Fund and Nova Sub-Fund, in particular, that multiple investments made by CSAM on behalf of the funds,

upon proposals of Greensill, were made in a context where there was a conflict or potential conflict) between the interests of Greensill on the one hand and the interests of the sub-funds and their investors on the other hand, exposing the investments to the risk that Greensill would not be objective in the sourcing of notes, and thus exposing investors to a material risk of damage;

b. failed to record the conflict of interest pleaded in sub-paragraph (a) in its conflicts of interest registers;

c. in circumstances where it had failed to identify (in due time) the conflict of interest pleaded in sub-paragraph (a), failed to manage and monitor that conflict in an adequate manner; and

d. in circumstances where it had failed to identify (in due time) the conflict of interest pleaded in sub-paragraph (a), failed to inform investors about conflicts of interest for which management and monitoring efforts were revealed to be ineffective.

Particulars

See CSSF Sanction at (v). See also the CSSF Breach Annexure at section 5 (CSA.7000.0003.3919). The obligations which CSFM is alleged to have failed to perform are those pleaded in the preceding paragraph and identified in this sub-paragraph of the CSSF Sanction and this section of the CSSF Breach Annexure.

CSFM Conflicts of Interest Register: CSA.5000.0004.5453 (December 2019); CSA.5000.0004.2733 (February 2021).

Eg see the descriptions in the Deloitte Report at [3.2.3], [3.14.1]-[3.14.2], [6.38.2]. [6.39.1], [6.39.3], [6.44.1] (and paragraph [16A] above), [6.62.2]-6.62.3], [6.66.4], [6.100.1]-[6.100.5], [6.139.3].

MA GENERAL FAILURES BY CSFS / CSFM REGARDING VALUATION PROCESSES

MA1 Failures in valuation of assets

227A. By an Administration Services Agreement, CSFM appointed CSFS as central administration agent for the sub-funds.

Particulars

Administration Services Agreement dated 18 March 2016: CSA.0001.0011.8900. A version of the appendix as at 18 January 2021 is at CSA.0001.0011.8903.

227B. It was a term of the Administration Services Agreement that:

a. CSFS agreed to act in accordance with the Articles or Management Regulations, as the case may be, Luxembourg Law and any applicable regulations in force from time to time of the Grand-Duchy of Luxembourg;

Particulars

Clause I(1) of the Administration Services Agreement.

b. CSFS was required to value the assets of the sub-funds and calculate the net asset value of units in the sub-funds; and

Particulars

Clause I(1)(b) of the Administration Services Agreement.

c. in the performance of its duties, CSFS was at all times to be subject to the control of, supervision and review by CSFM (or the sub-funds).

Particulars

Clause IV(10) of the Administration Services Agreement.

227C. At all material times, with respect to both the Virtuoso Sub-Fund and Nova-Sub-Fund, where CSFS caused damage to the Virtuoso Parent or Nova Parent by its negligence, it was liable to the relevant parent entity.

Particulars

Articles 1382 and 1383 of the Civil Code of the Grand-Duchy of Luxembourg.

228. In valuing the sub-funds' notes, CSFM and/or CSFS ought to have had in place appropriate and complete valuation policies, procedures and methods for the notes held by the Virtuoso Sub-Fund and Nova Sub-Fund by reason of:

a. the obligations pleaded at paragraphs 99 and 127 above;

b. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 85 to 89, 92, 113 to 117 and 120 above;

c. CSFS's contractual obligations under the Administration Services Agreement pleaded at paragraphs 227B(a) and (b) above;

d. CSFS's obligation not to act negligently, pleaded at paragraph 227C above; and/or

e. CSFM's contractual obligation under the Administration Services Agreement pleaded at paragraph 227B(c) above.

229. CSFM and/or CSFS did not have in place complete valuation policies and procedures, because the policies and procedures:

a. did not contain specific information on the valuation method used for the notes held by the Virtuoso Sub-Fund and Nova Sub-Fund; and

b. did not include any controls for the ongoing valuation process during the lifespan of the Virtuoso Sub-Fund and Nova Sub-Fund and did not foresee any ongoing valuation checks at asset level.

Particulars

See CSSF Sanction at (vi). See also the CSSF Breach Annexure at section 6.3 (CSA.7000.0003.3919). As described in that annexure, *inter alia*, the valuation policies and procedures in place at the level of CSFM and CSFS did not include any controls put in place for the ongoing valuation process during the regular lifespan of the funds, and did not foresee any ongoing valuation checks at asset level (see page 119 of 127).

The obligations which CSFM and/or CSFS are alleged to have failed to perform are those pleaded in the preceding paragraph and/or identified in the CSSF Sanction and CSSF Breach Annexure.

230. CSFM and/or CSFS failed to perform regular assessments of the adequacy of its asset valuation method, as there were no regularly conducted comprehensive impairment tests / checks, adapted to the credit risk profile and related mitigants, for the notes held by the Virtuoso Sub-Fund and Nova Sub-Fund.

Particulars

See CSSF Sanction at (vi). See also the CSSF Breach Annexure at section 6.4 (CSA.7000.0003.3919). As described in that annexure, *inter alia*, (1) impairment tests were only limited to isolated ad-hoc cases of defaulted notes, and (2) impairment tests / checks, based on the credit quality of some notes held by the funds would have been a necessity for ensuring an appropriate valuation of the notes. For the funds, no regular ongoing impairment tests were implemented to identify any significant changes in the market value compared to the amortised cost valuation. The impairment tests were limited to defaulted notes and did not take due account of the credit risk profile of the notes (e.g. credit quality, insurance coverage).

The obligations which CSFM and/or CSFS are alleged to have failed to perform are those pleaded in paragraph 228 and/or identified in the CSSF Sanction and CSSF Breach Annexure.

230A. CSFM and/or CSFS:

a. did not have in place a sufficiently designed and implemented valuation framework for the sub-funds;

b. had in place insufficient valuation policies and procedures for the sub-funds;

c. had in place impairment tests limited to defaulted notes which did not take due account of the credit risk profile of the notes (such as the different credit quality of the obligors / suppliers, the concluded insurance coverage, and the loss absorption mechanism for any defaulted notes for the Nova sub-fund); and/or

d. were unable to continuously ensure the appropriateness of the amortised cost valuation for assets held by the sub-funds.

Particulars

See CSSF Breach Annexure at section 6.5 (CSA.7000.0003.3919). The obligations which CSFM and/or CSFS are alleged to have failed to perform are those pleaded in paragraph 228 and/or identified in that section of the CSSF Breach Annexure.

230B. In the premises, CSFM's senior management failed to ensure that valuation and policies were established an implemented in accordance with Luxembourg law.

Particulars

See CSSF Breach Annexure at section 7.4 (CSA.7000.0003.3919).

MA2. Failures concerning verification of exposure from multi-obligor programs

230C. It was a term of the Administration Services Agreement that CSFS was required to monitor the compliance of transactions initiated by CSAM with the risk diversification requirements set forth in the Offering Document, on a post traded basis.

Particulars

See clause I(1)(d) of the Administration Services Agreement.

230D. In conducting post-trade compliance checks, CSFM and/or CSFS were required to implement adequate internal control mechanisms to verify that risk diversification limits were being complied with for the notes held by the Virtuoso Sub-Fund and Nova Sub-Fund, by reason of:

a. CSFM's contractual obligations under the Virtuoso Management Agreement and Nova Management Agreement pleaded at paragraphs 85 to 89, 92, 113 to 117 and 120 above;

b. CSFS's contractual obligations under the Administration Services Agreement pleaded at paragraphs 227B(a) and 231A above;

c. CSFS's obligation not to act negligently, pleaded at paragraph 227C above; and/or

d. CSFM's contractual obligation under Administration Services Agreement pleaded at paragraph 227B(c) above.

230E. CSFM and/or CSFS:

a. in conducting post-trade investment compliance checks, did not perform independent verifications on information prepared by Greensill for multi-obligor programs, in circumstances where incorrect information on buyers in multi-obligor programs led to incorrect calculations on the aggregate exposure to buyers in the sub-funds, and hence to potential limits of exposure limits;

b. therefore did not have reasonable adequate controls in place to ensure that the risk limits applicable to multi-obligor programs were effectively complied with;

c. did not have adequate internal control mechanisms for ensuring that the assets of the sub-funds managed by CSFM were invested in accordance with management regulations or instruments of incorporation; and/or

d. did not ensure that risk limits were properly and effectively implemented and complied with.

Particulars

See CSSF Breach Annexure at sections 3.4 and 3.6 (CSA.7000.0003.3919). The obligations which CSFM and/or CSFS are alleged to have failed to perform are those pleaded in paragraph 230D and/or identified in the CSSF Breach Annexure.

N GENERAL FAILURES BY CSAM

N1 Failures in oversight of Greensill by CSAM

231. CSAM ought to have performed and implemented appropriate oversight over Greensill, having regard to the nature of the investment process which it had implemented with Greensill, by reason of the:

a. obligations pleaded at paragraphs 107 and 134 above; and/or

b. CSAM's contractual obligations under the Portfolio Management Agreement pleaded at paragraphs 104 to 106 and 131 to 133 above.

232. CSAM failed in its oversight of Greensill with respect to the Virtuoso Sub-Fund and Nova Sub-Fund, because:

a. it did not perform adequate specific due diligence work on Greensill, in the context of the specific investment process with Greensill;

b. it did not perform any amended due diligence assessment (or in the alternative, it did not perform any adequate due diligence assessment) on Greensill when there were significant changes to the investment process with Greensill over time; and

c. it did not implement formalised assessments and controls over Greensill concerning the investment process for the Virtuoso Sub-Fund and Nova Sub-Fund.

232A. Further or in the alternative, where it had effectively delegated the selection of receivables and review to Greensill, CSAM should have had in place processes which:

a. required Greensill to confirm adherence by Customers to the agreed terms of transactions, and have in place processes to seek to detect any variances to agreed terms, credit deterioration or credit events, or operational failures;

b. required Greensill to confirm and verify the actual trade receivables it obtained from Customers;

c. in the event that there was a credit deterioration or actual portfolio loss, provided for the cessation of further funding, or reduction of exposures by hedging or disposition of assets;

d. allowed it to control cash flows relating to trade receivables payments, and/or allowed it to observe and review the cash flows handled by the Customer and Greensill;

e. sought to verify the terms of insurance coverage obtained by Greensill and analyse whether that insurance cover would cover hypothetical default and loss scenarios (including involving fraud), having regard to the nature of the underlying transactions being arranged by Greensill;

f. sought to verify the value of any indemnity provided by GCUK, and understand why an entity in GCUK's position as a finance intermediary would adopt the unusual position of being prepared to offer an indemnity;

g. assessed, or required Greensill to assess, the value of any guarantees provided by Customers or entities related to them.

232B. Further or in the alternative, CSAM should not have delegated discretionary investment management powers to Greensill, in circumstances where Greensill was not authorised by a financial service regulator to undertake discretionary portfolio management.

N2 Failures in disclosures to investors

233. CSAM ought to have disclosed to investors in the Virtuoso Sub-Fund and Nova Sub-Fund an adequate description of its investments in notes backed by future receivables and risks relating to insurance coverage, as well as a description of fees charged, and expenses borne by investors, by reason of:

a. the obligations of Swiss law pleaded at paragraphs 107 and 134 above;

b. CSAM's contractual obligation to act strictly in accordance with the legal and regulatory requirements applicable to CSFM as pleaded at paragraphs 103 and 130 above, and accordingly, the legal and regulatory obligations pleaded at paragraphs 94 and 122 above; and/or

c. CSAM's contractual obligations under the Portfolio Management Agreement pleaded at paragraphs 104 to 106 and 131 to 133 above.

234. CSAM:

a. failed to make available to investors an adequate description of the so-called "notes backed by future account receivables", in which the Virtuoso Sub-Fund and Nova Sub-Fund invested, and with respect to such investments, failed to disclose all the information necessary for investors to be able to make an informed judgment of the investment proposed to them and of the risks attached thereto;

b. failed to disclose to investors in the Virtuoso Sub-Fund and Nova Sub-Fund an adequate description of the risks relating to the insurance coverage in place for some notes in which these funds invested; and

c. failed to inform investors of fees paid to or withheld by Greensill from the sub-funds, despite this representing material information for the investors in those funds.

N3 Failures in approach to investments

235. CSAM ought to have taken adequate steps to ensure and verify that investment policies, strategies and limits of the Virtuoso Sub-Fund and Nova Sub-Fund were implemented and complied with, by reason of:

a. the obligations of Swiss law pleaded at paragraphs 107 and 134 above;

b. CSAM's contractual obligation to act strictly in accordance with the legal and regulatory requirements applicable to CSFM as pleaded at paragraphs 103 and 130 above, and accordingly, the legal and regulatory obligations pleaded at paragraphs 93, 95, 121 and 123 above; and/or

c. CSAM's contractual obligations under the Portfolio Management Agreement pleaded at paragraphs 104 to 106 and 131 to 133 above.

236. CSAM:

a. failed to ensure and verify on a periodic basis (or in the alternative, failed to adequately take steps to ensure and verify on a periodic basis) that the general investment policy, the investment strategies and risk diversification limits of the Virtuoso Sub-fund and Nova Sub-Fund were properly and effectively implemented and complied with;

b. failed to verify (or in the alternative, failed to adequately verify) the existence and nature of the receivables underlying the notes bought;

c. failed to verify (or in the alternative, failed to adequately verify) that the types of notes in which it invested on behalf of the Virtuoso Sub-Fund and Nova-Sub Fund effectively corresponded to the types defined in the investment policy and instruments of those funds as described in the successive versions of their offering documents;

d. by reason of the matters pleaded in the sub-paragraphs above, did not at all times act with due skill, care and diligence and did not have and effectively employ the resources and procedures that are necessary for the proper performance of its business activities; and

e. did not have in place adequate internal control mechanisms ensuring that the assets of the funds were invested in accordance with the management regulations or instruments of incorporation, having regard to the nature of the funds managed by CSAM.

N4 Failures to implement adequate risk management systems

237. CSAM ought to have implemented adequate risk management systems directed to the risks to which the Virtuoso Sub-Fund and Nova Sub-Fund were exposed, by reason of:

a. the obligations of Swiss law pleaded at paragraphs 107 and 134 above;

b. CSAM's contractual obligation to act strictly in accordance with the legal and regulatory requirements applicable to CSFM as pleaded at paragraphs 103 and

130 above, and accordingly, the legal and regulatory obligations pleaded at paragraphs 96 and 124 above; and/or

c. CSAM's contractual obligations under the Portfolio Management Agreement pleaded at paragraphs 105 to 106 and 132 to 133 above.

238. CSAM:

a. failed to implement adequate risk management systems to address all relevant risk to which the Virtuoso Sub-Fund and Nova Sub-Fund were exposed;

b. failed to implement adequate risk management systems with necessary and adequate techniques, tools and arrangements for assessing the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to all relevant risks to which those funds were or might have been exposed;

~~b.~~c. failed to implement risk management systems which addressed in an adequate manner the credit risk relating to notes backed by future account receivables;

~~c.~~d. failed to implement risk management systems which addressed in an adequate manner risks relating to the insurance coverage of the notes;

~~d.~~e. failed to implement risk management systems which addressed in an adequate manner the concentration risks arising from the exposure to groups (or alliances of companies, or businesses linked to a common ultimate beneficial owner) as a result of the investments in the notes;

~~e.~~f. failed to implement risk management systems which addressed in an adequate manner the concentration risks in relation to the insurance coverage in place for some of the notes;

~~f.~~g. failed to implement a risk management policy or arrangements, processes and techniques for assessing the exposure of the Virtuoso Sub-Fund and Nova Sub-Fund to all relevant risks, having regard to the nature, scale and complexity of the Virtuoso Sub-Fund and Nova Sub-Fund;

~~g.~~h. failed to assess, monitor and periodically (at least annually) review (or in the alternative, failed to adequately assess, monitor and periodically review) the adequacy and effectiveness of its risk management policy and related arrangements, processes and techniques;

~~h.~~i. failed to conduct a review (or in the alternative, failed to conduct an adequate review), following significant material changes to the investment strategy and

objectives of the sub-funds and/or external events which indicated than an additional review was required;

~~i.~~j. did not provide to CSFM a comprehensive overview of the risks of the Virtuoso Sub-Fund and Nova Sub-Fund, where the failure of CSAM to establish, implement and maintain an adequate risk management policy identifying all relevant risks meant that the risk management reporting did not provide for a coverage of all relevant risks, including specific risks linked to the set-up of the funds; and

~~j.~~k. failed to implement adequate investment process oversight in circumstances where it had no active management of capacity limits and was dependent on Greensill's investment and finance strategy.

238A. Further or in the alternative, CSAM failed to conduct adequate due diligence and investigations prior to making an investment in notes backed by trade receivables, in order to assess whether, for the purposes of the criteria set out in the warehouse facility agreements set out in paragraphs 47 to 50A above (for the Virtuoso Sub-Fund) and in paragraphs 64 to 65 above (for the Nova Sub-Fund), the underlying Customer or obligor faced fundamental credit metrics deterioration and substantial increase of default risk, such that CSAM was entitled to (and ought to have) refused to acquire those notes.

Particulars

As was identified in the Deloitte Report at [6.20.3], CSAM did not conduct sufficient credit analysis in order to provide it with sufficient information to be able to execute these rejection rights.

238B. Further or in the alternative, CSAM failed to conduct detailed and thorough due diligence and investigations prior to making an investment in notes backed by trade receivables, which processes should have addressed:

a. a risk assessment of those trade receivables, involving an assessment of the credit risk of the obligor and proper documentation;

b. verification of information provided by the Customer and Greensill;

c. analysis of the financial health and integrity of the Customer and Greensill;

d. review of the operational process of the Customer and Greensill;

e. review and verification of the terms of any insurance arranged by Greensill;

f. review of the legal documentation of the transactions;

g. some level of asset-specific verification, covering the existence and basic terms of the pool of trade receivables, by examination of documentation;

h. seeking confirmation of insurance coverage from the ultimate provider of the insurance;

i. examining the financial strength, integrity, capabilities and operations of the Customer and Greensill, and examining the relationship and dealings between those parties, relying not only on information provided by such counterparties, but also information obtained independently through market and other public sources;

Particulars

The examination would include matters such as Greensill's origination and servicing functions, its relationship and dealings with the Customers, Greensill's controls over cash movements, Greensill's financial capacity given its provision of an indemnity, and further investigations into any "red flags" identified with respect to customers.

j. analysis of any guarantees provided by the Customers or entities related to them; and/or

k. analysis of any indemnity provided by GCUK, and the reasons why GCUK in the position of finance intermediary would be prepared to offer such an indemnity.

N5 Failures with respect to preferential treatment and management of conflicts of interest

239. CSAM ought to have identified and appropriately addressed any conflicts of interest arising with respect to the Virtuoso Sub-Fund and Nova Sub-Fund, including compliance with the offering documents of those sub-funds, by reason of:

a. the obligations of Swiss law pleaded at paragraphs 107(g) and (l) and 134(g) and (l) above;

b. CSAM's contractual obligation to act strictly in accordance with the legal and regulatory requirements applicable to CSFM as pleaded at paragraphs 103 and 130 above, and accordingly, the legal and regulatory obligations pleaded at paragraphs 98 and 126 above; and/or

c. CSAM's contractual obligations under the Portfolio Management Agreement pleaded at paragraphs 105 to 106 and 132 to 133 above.

240. CSAM:

a. failed to identify in due time a conflict of interest which existed at the level of Greensill acting as sole originator of the Virtuoso Sub-Fund and Nova Sub-fund, in particular, that multiple investments made by CSAM on behalf of the funds,

upon proposals of Greensill, were made in a context where there was a conflict (or potential conflict) between the interests of Greensill on the one hand and the interests of the sub-funds and their investors on the other hand, exposing the investments to the risk that Greensill would not be objective in the sourcing of notes, and thus exposing investors to a material risk of damage;

b. failed to record the conflict described in sub-paragraph (a) in its conflicts of interest registers;

c. by reason of its failure to identify (in due time) the conflict of interest pleaded in sub-paragraph (a), failed to manage and monitor the conflict in an adequate manner;

d. by reason of its failure to identify (in due time) the conflict of interest pleaded in sub-paragraph (a), failed to inform investors about conflicts of interest for which management and monitoring efforts were revealed to be ineffective.

Particulars

Eg see the descriptions in the Deloitte Report at [3.2.3], [3.14.1]-[3.14.2], [6.38.2], [6.39.1], [6.39.3], [6.44.1] (and paragraph [16A] above), [6.62.2]-6.62.3], [6.66.4], [6.100.1]-[6.100.5].

O BREACHES OF FOREIGN LAW

O1 Breaches of Luxembourg law

241. CSFM did not comply with the requirements of Luxembourg law pleaded in paragraphs 93 to 99A and 121 to 127A above, by reason of one, some, or all of:

a. the matters pleaded in paragraphs 215 to 230E, to the extent the allegations in those sub-paragraphs relate to a failure to comply with Luxembourg law;

Particulars

See the CSSF Sanction.

b. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence at about or shortly after the launch of the Virtuoso Sub-Fund (with respect to the requirements pleaded at paragraphs 93, 95, 96, 121, 123 and 124);

c. the matters pleaded at paragraphs 145 to 164 above concerning issues associated with entities linked to Mr Gupta (with respect to the requirements pleaded at paragraphs 93, 95, 96, 98, 121, 123, 124 and 126);

d. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank (with respect to the requirements pleaded at paragraphs 93, 95, 96, 98, 121, 123, 124 and 126);

d1. the matters pleaded at paragraphs 181A to 181P above concerning issues associated with Bluestone (with respect to the requirements pleaded at paragraphs 93, 95, 96, 98, 121, 123, 124 and 126);

e. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters (with respect to the requirements pleaded at paragraphs 93, 94, 95, 96, 121, 122, 123 and 124);

f. the matters pleaded at paragraphs 191 to 205A above concerning issues associated with future receivables (with respect to the requirements pleaded at paragraphs 93, 95, 96, 121, 123 and 124);

g. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise (with respect to the requirements pleaded at paragraphs 93, 94, 95, 96, 98, 121, 122, 123, 124 and 126);

h. the matters pleaded at paragraphs 205ZD to 205ZI above concerning issues with multi-obligor programmes (with respect to the requirements pleaded at paragraphs 93, 94, 95, 96, 121, 122, 123 and 124);

i. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund (with respect to the requirements pleaded at paragraphs 93, 95, 96, 121, 123 and 124);

j. the matters pleaded at paragraphs 205ZS to 205ZT concerning CSFM's failures to adequately consider the pricing of notes under the relevant warehouse facility agreements (with respect to the requirements pleaded at paragraphs 99A and 127A);

k. the matters pleaded at paragraphs 205ZU to 205ZZ concerning CFSM's breaches of safekeeping duties; and, or alternatively

l. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives (with respect to the requirements pleaded at paragraphs 93, 94, 95, 96, 121, 122, 123 and 124).

O2 Breaches of Swiss supervisory law

242. CSAM did not comply with the requirements of Swiss law pleaded in paragraphs 107 and 134 above, by reason of one, some or all of:

a. the matters pleaded in paragraphs 231 to 240, to the extent the allegations in those sub-paragraphs relate to a failure to comply with Swiss law;

Particulars

See the FINMA Findings, which reported on the conclusion of legal proceedings in connection with its business relationship with Mr Greensill and his companies, and which found serious breaches of supervisory obligations with regard to conduct rules (including the duties of loyalty, diligence and disclosure), risk management and appropriate organisational structures, including failures to adequately identify, limit and monitor risks in the context of the business relationship with Greensill over a period of years; failures to ensure that there was regular, consistent engagement with the risks associated with the Greensill Group; serious deficiencies in organisational structures during the period of the relationship with Greensill; and failures by CSAM to sufficiently fulfil supervisory duties as a manager of collective assets. See FINMA Findings under the heading "Deficiencies in risk management and organisational structures".

Marsh notes that as at the time of filing this Cross-Claim, UBS are yet to discover certain materials relating to the subject matter of this Cross-Claim. Marsh reserves the right to provide further particulars, or amend its pleading, in response to that material.

Consequently, FINMA imposed severe measures and requirements on CSAM. See FINMA findings under the heading "Measures".

Further particulars may be provided following evidence and disclosure.

b. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence at about or shortly after the launch of the Virtuoso Sub-Fund (with respect to the requirements pleaded at 107 other than (g) and (l), and 134 other than (g) and (l));

c. the matters pleaded at paragraphs 145 to 164 above concerning issues associated with entities linked to Mr Gupta (with respect to the requirements pleaded at 107 and 134);

d. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank (with respect to the requirements pleaded at 107 and 134);

d1. the matters pleaded at paragraphs 181A to 181P above concerning issues associated with Bluestone (with respect to the requirements pleaded at 107 and 134);

e. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters (with respect to the requirements pleaded at 107 other than (ca), (g), and (l), and 134 other than (ca), (g) and (l));

f. the matters pleaded at paragraphs 191 to 205A above concerning issues associated with future receivables (with respect to the requirements pleaded at 107 other than (g) and (l), and 134 other than (g) and (l));

g. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise (with respect to the requirements pleaded at paragraph 107 and 134);

h. the matters pleaded at paragraphs 205ZD to 205ZI above concerning issues with multi-obligor programmes (with respect to the requirements pleaded at paragraph 107 other than (ca), (g) and (l) and 134 other than (ca), (g) and (l));

i. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund (with respect to the requirements pleaded at paragraphs 107 other than (ca), (g) and (l), 134 other than (ca), (g), and (l)); and, or alternatively

j. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives (with respect to the requirements pleaded at paragraphs 107 other than (g) and (l) and 134 other than (g) and (l)).

P BREACHES BY CSFM AND CSAM

P1 Breaches by CSFM with respect to the Virtuoso Sub-Fund

243. CSFM breached the term of the Virtuoso Management Agreement and/or the 2020 Virtuoso Management Agreement pleaded at paragraph 83 above, because by reason of the matters pleaded at paragraph 241 above, it did not perform its obligations in accordance with the provisions of Luxembourg law.

244. Further or in the alternative, CSFM breached the term of the Virtuoso Management Agreement and/or the 2020 Virtuoso Management Agreement pleaded at paragraph 84 above, because by reason of the matters pleaded at paragraphs 172, 205(e) and 215 to 218 above:

a. it did not comply with restrictions on investments set out in the Offering Memoranda; and, or alternatively

b. it did not comply with the Internal Investment Guidelines for the Virtuoso Sub-Fund.

245. Further or in the alternative, CSFM breached the terms of the Virtuoso Management Agreement and/or the 2020 Virtuoso Management Agreement pleaded at paragraph 85 above, by reason of one, some or all of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181PS above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

246. Further or in the alternative, CSFM breached the terms of the Virtuoso Management Agreement and/or the 2020 Virtuoso Management Agreement pleaded at paragraph 86 above, by reason of one, some or all of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P~~P~~S above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

246A. Further or in the alternative, CSFM breached the terms of the Virtuoso Management Agreement pleaded at paragraph 86A by reason of the matters pleaded at paragraphs 205ZS to 205ZT concerning CSFM's failures to adequately consider the pricing of notes under the relevant warehouse facility agreements.

247. Further or in the alternative, CSFM breached the terms of the Virtuoso Management Agreement and/or the 2020 Virtuoso Management Agreement pleaded at paragraph 87 by reason of one, some or all of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181PS above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

248. Further or in the alternative, CSFM breached the terms of the Virtuoso Management Agreement and/or the 2020 Virtuoso Management Agreement pleaded at paragraph 88 above, by reason of one, some or all of the matters pleaded at paragraphs 172, 205(e) and 215 to 218 and 241 above.

249. Further or in the alternative, CSFM breached the terms of the Virtuoso Management Agreement and/or the 2020 Virtuoso Management Agreement pleaded at paragraph 89 above, by reason of one, some or all of the matters pleaded at paragraphs 223 and 224 above.

250. Further or in the alternative, CSFM breached the terms of the 2020 Virtuoso Management Agreement pleaded at paragraph 92 above, by reason of one, some or all of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181~~P~~S above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund.

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

250A. Further or in the alternative, CSFM is liable with respect to the Virtuoso Sub-Fund pursuant to the obligations pleaded at paragraph 92C above, by reason of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P<u>S</u> above concerning issues associated with Bluestone <u>and SNG</u>;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205A<u>A</u> above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZI<u>A</u> above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

<u>eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;</u>

<u>ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;</u>

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

P2 Breaches by CSAM with respect to the Virtuoso Sub-Fund

251. CSAM breached the term of the Portfolio Management Agreement pleaded at paragraph 103 above, because:

a. by reason of the matters pleaded at paragraph 243 above, it did not perform its obligations in accordance with the provisions of Swiss law; and, or alternatively

b. it did not act strictly in accordance with the legal and regulatory requirements applicable to CSFM by reason of one, some or all of:

i. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

ii. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

iii. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

iiiA. the matters pleaded at paragraphs 181A to 181PS above concerning issues associated Bluestone and SNG;

iv. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

v. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

(v1) the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

(v2) the matters pleaded at paragraphs 205ZD to 205ZI above concerning issues with multi-obligor programmes;

(v3) the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

(v3a) the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

(v4) the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

vi. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

vii. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

252. Further or in the alternative, CSAM breached the term of the Portfolio Management Agreement pleaded at paragraph 104 above, because by reason of the matters pleaded at paragraphs 172, 205(e) and 233 to 236 above:

a. it did not comply with restrictions on investments set out in the Offering Memoranda; and, or alternatively

b. it did not comply with the Internal Investment Guidelines for the Virtuoso Sub-Fund.

253. Further or in the alternative, CSAM breached the terms of the Portfolio Management Agreement pleaded at paragraph 105 above by reason of one, some or all of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181PS above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

254. Further or in the alternative, CSAM breached the terms of the Portfolio Management Agreement pleaded at paragraph 106 above by reason of one, some or all of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181PS above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZS to 205ZT concerning CSAM's failures to adequately consider the pricing of notes under the relevant warehouse facility agreements;

ee. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

254A. Further or in the alternative, CSAM is liable with respect to the Virtuoso Sub-Fund pursuant to the obligations pleaded at paragraph 106B above, by reason of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181~~P~~S above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

254B. Further or in the alternative, CSAM is liable with respect to the Virtuoso Sub-Fund pursuant to the obligations pleaded at paragraph 106C above, by reason of:

a. the matters pleaded at paragraphs 135 to 141E above concerning failures in due diligence and product development at about or shortly after the launch of the Virtuoso Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181PS above concerning issues associated with Bluestone and SNG;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Virtuoso Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

254C. Further or in the alternative, CSAM is liable with respect to the Virtuoso Sub-Fund pursuant to its obligations pleaded at paragraph 107A above, by reason of the Swiss law breaches pleaded at paragraph 242, to the extent they allege breaches of the CISA, the FinIA and/or the FinSA.

P3 Breaches by CSFM with respect to the Nova Sub-Fund

255. CSFM breached the term of the Nova Management Agreement and/or the 2020 Nova Management Agreement pleaded at paragraph 111 above, because by reason of the matters pleaded at paragraph 241 above, it did not perform its obligations in accordance with the provisions of Luxembourg law.

256. Further or in the alternative, CSFM breached the term of the Nova Management Agreement and/or the 2020 Nova Management Agreement pleaded at paragraph 112 above, because by reason of the matters pleaded at paragraphs 172, 205(e) and 215 to 218 above:

a. it did not comply with restrictions on investments set out in the Prospectus; and, or alternatively

b. it did not comply with the Internal Investment Guidelines for the Nova Sub-Fund.

257. Further or in the alternative, CSFM breached the terms of the Nova Management Agreement and/or the 2020 Nova Management Agreement pleaded at paragraph 113 above by reason of one, some or all of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

258. Further or in the alternative, CSFM breached the terms of the Nova Management Agreement and/or the 2020 Nova Management Agreement pleaded at paragraph 114 above, by reason of one, some or all of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

258A. Further or in the alternative, CSFM breached the term of the Nova Management Agreement pleaded at paragraph 114A by reason of the matters pleaded at paragraphs 205ZS to 205ZT concerning CSFM's failures to adequately consider the pricing of notes under the relevant warehouse facility agreements.

259. Further or in the alternative, CSFM breached the terms of the Nova Management Agreement and/or the 2020 Nova Management Agreement pleaded at paragraph 115 by reason of one, some or all of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund.

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

260. Further or in the alternative, CSFM breached the terms of the Nova Management Agreement and/or the 2020 Nova Management Agreement pleaded at paragraph 116 above, by reason of one, some or all of the matters pleaded at paragraphs 172, 205(e), and 215 to 218 and 241 above.

261. Further or in the alternative, CSFM breached the terms of the Nova Management Agreement and/or the 2020 Nova Management Agreement pleaded at paragraph 117 above, by reason of one, some or all of the matters pleaded at paragraphs 223 and 224 above.

262. Further or in the alternative, CSFM breached the terms of the 2020 Nova Management Agreement pleaded at paragraph 120 above, by reason of one, some or all of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

262A. Further or in the alternative, CSFM is liable with respect to the Nova Sub-Fund pursuant to the obligations pleaded at paragraph 120C above, by reason of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland ;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSFM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ecb. the matters pleaded at paragraphs 205ZU to 205ZZ above concerning CSFM's safekeeping duties;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSFM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 213 to 230E above concerning general failures by CSFM.

P4 Breaches by CSAM with respect to the Nova Sub-Fund

263. CSAM breached the term of the Portfolio Management Agreement pleaded at paragraph 130 above, because:

a. by reason of the matters pleaded at paragraph 242 above, it did not perform its obligations in accordance with the provisions of Swiss law; and, or alternatively

b. it did not act strictly in accordance with the legal and regulatory requirements applicable to CSFM by reason of one, some or all of:

i. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

ii. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

iii. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

iii1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

iv. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

v. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

(v1) the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

(v2) the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

(v3) the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

(v3a) the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

(v4) the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

vi. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

vii. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

264. Further or in the alternative, CSAM breached the term of the Portfolio Management Agreement pleaded at paragraph 131 above, because by reason of the matters pleaded at paragraphs 172, 205.e and 233 to 236 above:

a. it did not comply with restrictions on investments set out in the Offering Memoranda; and, or alternatively

b. it did not comply with the Internal Investment Guidelines for the Nova Sub-Fund.

265. Further or in the alternative, CSAM breached the terms of the Portfolio Management Agreement pleaded at paragraph 132 above, by reason of one, some or all of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

266. Further or in the alternative, CSAM breached the terms of the Portfolio Management Agreement pleaded at paragraph 133 above by reason of one, some or all of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund.

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZS to 205ZT concerning CSAM's failures to adequately consider the pricing of notes under the relevant warehouse facility agreements;

ee. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

266A. Further or in the alternative, CSAM is liable with respect to the Nova Sub-Fund pursuant to the obligations pleaded at paragraph 133B above, by reason of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZS to 205ZT concerning CSAM's failures to adequately consider the pricing of notes under the relevant warehouse facility agreements;

ee. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

266B. Further or in the alternative, CSAM is liable with respect to the Nova Sub-Fund pursuant to the obligations pleaded at paragraph 133C above, by reason of:

a. the matters pleaded at paragraphs 142 to 144E above concerning failures in due diligence and product development at about or shortly after the launch of the Nova Sub-Fund;

b. the matters pleaded at paragraphs 145 to 164AA above concerning issues associated with entities linked to Mr Gupta;

c. the matters pleaded at paragraphs 164A to 181 above concerning issues associated with SoftBank;

c1. the matters pleaded at paragraphs 181A to 181P and 181T to 181V above concerning issues associated with Bluestone and Kerry Ireland;

d. the matters pleaded at paragraphs 182 to 190 above concerning issues associated with insurance matters;

e. the matters pleaded at paragraphs 191 to 205AA above concerning issues associated with future receivables;

ea. the matters pleaded at paragraphs 205AB to 205ZC above concerning issues with the CS Loan and the Proposed Capital Raise;

eb. the matters pleaded at paragraphs 205ZD to 205ZIA above concerning issues with multi-obligor programmes;

ec. the matters pleaded at paragraphs 205ZJ to 205ZR above concerning issues with CSAM being reliant on the Greensill Group to give effect to the investment process in the Nova Sub-Fund;

eca. the matters pleaded at paragraphs 205ZS to 205ZT above concerning a failure to adequately consider the pricing of the notes;

ed. the matters pleaded at paragraphs 205ZS to 205ZT concerning CSAM's failures to adequately consider the pricing of notes under the relevant warehouse facility agreements;

ee. the matters pleaded at paragraphs 205ZZA to 205ZZC concerning CSAM's failure to respond to trigger events and conduct product approval processes following changes in investment objectives;

f. the matters pleaded at paragraphs 206 to 212F above concerning Credit Suisse's internal investigation into Greensill; and, or alternatively

g. the matters pleaded at paragraphs 231 to 240 above concerning general failures by CSAM.

266C. Further or in the alternative, CSAM is liable with respect to the Nova Sub-Fund pursuant to its obligations pleaded at paragraph 134A above, by reason of the Swiss law breaches pleaded at paragraph 242, to the extent they allege breaches of the CISA, the FinIA and/or the FinSA.

P4A BREACHES BY CSFS

266CA. CSFS breached the requirements pleaded in paragraph 227B above, by reason of its conduct pleaded in paragraphs 229 to 230A above.

266CB. Further or in the alternative, CSFS is liable pursuant to its obligations pleaded at paragraph 227C above, by reason of its conduct pleaded in paragraphs 229 to 230A above.

P4B RELIANCE ON IAL / BCC PLEADING OF CSFM, CSAM AND CSFS FAILURES

266D. Further or in the alternative, Marsh, without admission and for the purposes of this Cross-Claim only:

a. repeats and relies upon paragraphs 189A(m) to (ml) of Insurance Australia Limited's Defence in these proceedings (**IAL Defence**) and/or repeats and relies upon paragraphs 5 to 184 of Annexure C to IAL's Defence in these proceedings to the extent the allegations in those paragraphs have not been repeated above; and

b. says that CSFM, CSAM/or CSFS are liable to the Applicants for the loss claimed in these proceedings for the reasons set out in those paragraphs of the IAL Defence.

266E. Further or in the alternative, Marsh, without admission and for the purposes of this Cross-Claim only:

a. repeats and relies upon paragraph 189IA of BCC Trade Credit Pty Ltd's Amended Defence to the ~~Fifth~~ Seventh Amended Statement of Claim filed on 19 September 2025 in these proceedings (**BCC Defence**);

aa. further or in the alternative, repeats and relies upon paragraphs 6 to 24 of the "BCC/TMMA/TMNF Cross Claim" filed by BCC, TMMA and TMNF against UBS Asset Management (Europe) S.A. and others on 1 October 2025; and, or alternatively

b. says that CSFM, CSAM and, or alternatively, CSFS are liable to the Applicants for the loss claimed in these proceedings for the reasons set out in those paragraphs of the BCC Defence and Cross-Claim.

P4C. THE SUB-FUNDS SHOULD NEVER HAVE BEEN LAUNCHED OR SHOULD HAVE BEEN WOUND DOWN

266F. Further or in the alternative:

a. the Virtuoso Sub-Fund and the Nova Sub-Fund should never have been launched, having regard to the inadequacies in the product development processes and/or the due diligence performed; or

Particulars

See paragraphs 135 to 144E above.

b. once the Virtuoso Sub-Fund and the Nova Sub-Fund were launched, they should have been wound down (or alternatively, subject to a review and then wound down, or alternatively subject to a review and then significantly restructured) by no later than:

i. about the first half of 2019, following receipt of the Diligence Report in about November 2018; the realisation following conferral with the General Counsel of the Credit Suisse Group that unless the exposure to entities associated with Mr Gupta was at least "massively reduced" by letting notes mature, CSAM may have to close the funds; and the subsequent failure to reduce exposure to entities associated with Mr Gupta in any material way;

Particulars

See paragraph 155 (receipt of Diligence Report); paragraphs 155C and 156 (realisation of the need to massively reduce the exposure); and paragraph 158A and following (failure to subsequently reduce the exposure).

ii. about the final quarter of 2019, given a series of "trigger events" which should have prompted an end-to-end review of the sub-funds (in the form of, at least, regulatory enquiries; increased press reporting regarding GAM and Greensill; third party research reports in the form of the ICC Report, the Diligence Report and the Muddy Waters Report; and the collapse of the GAM funds);

Particulars

This is explained in the expert evidence of Mr Adam Fairhead – e.g. see paragraphs 425 to 438 of his report dated 26 February 2026.

iii. about February 2020, when the Risk Committee of the Credit Suisse Group's Board requested a playbook on how to run down Credit Suisse's exposure to SoftBank (in circumstances where SoftBank was a relevantly related entity of Greensill, including where the Vision Fund had invested USD 1.455 billion in Greensill), and CSAM had also decided that it should no longer accept any further GFG exposure with immediate effect;

Particulars

For the position regarding SoftBank exposure, see paragraphs 164A to 166AF above. For the position regarding SoftBank being a relevantly related entity of Greensill, and the investments by the Vision Fund in Greensill, see Deloitte Report at [6.131.2], and paragraphs 166 and 167 above.

iv. about March or April 2020, when the sub-funds did not have sufficient liquidity and were close to closure, and where in order to avoid that outcome, a US $1.5 billion loan needed to be obtained from SoftBank (where a condition of that loan was a "side letter" and where the loan also gave rise to "circular financing");

Particulars

See paragraphs 166AG to 176 above.

v. about the second quarter of 2020, when, following a number of media reports concerning the sub-funds, including their relationship with entities associated with Mr Gupta, the Credit Suisse Group CFO told the Credit Suisse Group CEO that Credit Suisse should review its relationship with Greensill;

Particulars

See paragraph 162MD above.

vi. about June 2020, when, inter alia, the sub-funds had repeatedly been unable to materially reduce their exposure to entities associated with Mr Gupta since at least about January 2019; the Cahill Report into the SoftBank side letter and SoftBank circular financing had been received and the Credit Suisse Group Board had raised serious concerns about ongoing dealings with SoftBank; and the sub-funds identified that they were exposed to up to almost US $2 billion in future receivables, and had also identified various concerns as to that exposure;

vii. about late August 2020, when Mr Degen and Mr Varvel raised internally that Credit Suisse should exit (or alternatively, should consider exiting) the relationship with Greensill, including by selling the Virtuoso Sub-Fund and Nova Sub-Fund or winding them down;

Particulars

See paragraph 185AD.

viii. about September or October 2020, having regard to the concerns with Greensill raised by the Credit Suisse risk team in the context of the Proposed CS Loan;

Particulars

See paragraphs 205K to 205LAA above.

ix. about early January 2021, when GCUK was in breach of “Hard Limits” and informed Credit Suisse to the effect that it did not have sufficient liquidity to buy back notes from CSAM in order to reduce the exposure of the sub-funds to SoftBank backed companies or entities associated with Mr Gupta, and also that it could not identify anything in the future that was going to give it sufficient liquidity.

Particulars

See paragraphs 205VA to 205W above.

266G. In the premises pleaded in the preceding paragraph, by continuing to operate the Virtuoso Sub-Fund and Nova Sub-Fund and purchase the Notes rather than winding down the sub-funds (or alternatively, significantly restructuring the sub-funds), CSAM and/or CSFM were recklessly indifferent to the recoverability of some or all of the Notes, and were the authors of the Applicants' loss (or alternatively, were a substantial cause of the Applicants' loss).

Q CONTRIBUTION CLAIMS

267. By the ~~Fifth~~ Seventh Amended Statement of Claim in these proceedings, the Virtuoso Parent and the Nova Parent bring claims against Marsh:

a. in negligence and negligent misstatement alleged to be governed by the law of England and Wales; and

b. alleging a contravention of s 1041E of the *Corporations Act 2001* (Cth).

268. Marsh denies that it is liable to the Virtuoso Parent or the Nova Parent with respect to the claims pleaded at paragraph 267 above and denies that it is liable for the loss and damage claimed, and relies upon its Defence to the ~~Fifth~~ Seventh Amended Statement of Claim filed.

269. If the Virtuoso Parent and, or alternatively, the Nova Parent, have suffered loss and damage as alleged or at all in the ~~Fifth~~ Seventh Amended Statement of Claim with respect to the claims pleaded at paragraph 267 above (which is denied), such loss and damage was caused or contributed to by CSAM and, or alternatively, by CFSM, and, or alternatively, by CSFS, by reason of the breaches pleaded above (which give rise to liability of one, some or all of the Cross Respondents to pay loss or damage to the Virtuoso Parent and/or Nova Parent), and to the extent no Australian statutory proportionate liability regime applies to those claims, Marsh is entitled to recover from the First Cross-Respondent and/or the Second Cross Respondent, and/or alternatively, the Third Cross Respondent:

a. contribution pursuant to s 5(1)(c) of the Law Reform (Miscellaneous Provisions) Act 1946 (NSW);

ab. contribution pursuant to s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW);

b. contribution pursuant to the Civil Liability (Contribution) Act 1978 (UK);

bb. contribution pursuant to the laws of Luxembourg, which provide a right for a liable party to seek contribution or recourse from other persons responsible for the relevant loss or damage;

bc. contribution pursuant to Article 50 and/or Article 51 of the Swiss Code of Obligations and Article 146 of the Swiss Collective Investment Schemes Act, which provides a liable party with a right to seek contribution or recourse from other persons responsible for the relevant loss or damage; and/or

c. equitable contribution, because to the extent Marsh had the obligations which the Applicants have pleaded in the ~~Fifth~~ Seventh Amended Statement of Claim (which is denied):

i. Marsh, and CSAM and/or CSFM, had a common obligation to exercise reasonable care in protecting the Virtuoso Sub-Fund and Nova Sub-Fund from loss arising from their acquisition of the relevant notes; and/or

ii. Marsh, and CSAM and/or CSFM, had a common obligation to use reasonable skill and care to ensure that the policies of trade credit insurance which were obtained in order to protect the assets of the Virtuoso Sub-Fund and Nova Sub-Fund were appropriate having regard to the nature of the investments being acquired on behalf of the Virtuoso Sub-Fund and Nova Sub-Fund.

Date: 9 September 2026



Signed by Paul Reidy
Solicitor for the Cross-claimant

This pleading was prepared by Tim Kane and Stephanie Crosbie of counsel and settled by Tony Bannon SC and Imtiaz Ahmed SC.

Certificate of lawyer

I Paul Reidy certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant to this Cross-Claim (Marsh), the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 9 September 2026



Signed by Paul Reidy
Solicitor for the Cross-claimant