U.S. Department of Justice

Tax Division
Northern Criminal Enforcement Section
P.O. Box 972
Washington, D.C. 20044
202-514-5150 (v)
202-616-1786 (f)

April 16, 2021

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51 West 52nd Street
New York, N.Y. 10019-6150

Eric Stupp, Esq.
Bär & Karrer Ltd.
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Re: ***United States v. Swiss Life Holding AG, Swiss Life (Liechtenstein) AG, Swiss Life (Singapore) Pte. Ltd. and Swiss Life (Luxembourg) S.A.*,**
21 Cr. ____ ( )
Deferred Prosecution Agreement

Dear Counsel:

The United States Attorney's Office for the Southern District of New York (the "Office") and the Tax Division of the United States Department of Justice (the "Tax Division") (together with the Office, the "Department") and the defendants Swiss Life Holding AG, Swiss Life (Liechtenstein) AG ("Swiss Life Liechtenstein"), Swiss Life (Singapore) Pte. Ltd. ("Swiss Life Singapore") and Swiss Life (Luxembourg) S.A. ("Swiss Life Luxembourg") (collectively, the "Swiss Life Entities") under authority granted by the Swiss Life Entities' Boards of Directors in the form of a Board Resolution, as described below in Paragraph 28, (a copy of which is attached hereto as Exhibit A), hereby enter into this Deferred Prosecution Agreement (the "Agreement").

This Agreement shall take effect upon its execution by all parties.

THE CRIMINAL INFORMATION

1. The Swiss Life Entities waive indictment and consent to the filing of a one-count Information (the "Information") in the United States District Court for the Southern District of New York (the "Court"), charging the Swiss Life Entities with conspiring with others, including

U.S. taxpayers, in violation of Title 18, United States Code, Section 371, (1) to defraud the United States and an agency thereof, to wit, the United States Internal Revenue Service (the "IRS"); (2) to file false federal income tax returns in violation of Title 26, United States Code, Section 7206(1); and (3) to evade federal income taxes in violation of Title 26, United States Code, Section 7201, for the period from 2005 to 2014. A copy of the Information is attached hereto as Exhibit B.

ACCEPTANCE OF RESPONSIBILITY

2. The Swiss Life Entities admit and stipulate that the facts set forth in the Statement of Facts, attached hereto as Exhibit C and incorporated herein, are true and accurate. In sum, the Swiss Life Entities admit that they are responsible under U.S. law for the federal criminal violations charged in the Information and set forth in the Statement of Facts as a result of the acts of their respective officers, directors, employees, and agents as described in the Statement of Facts.

RESTITUTION, FORFEITURE AND PENALTY OBLIGATIONS

3. As a result of the conduct described in the Information and the Statement of Facts, Swiss Life Holding agrees to make payments in total of $77,374,337 to the United States. Specifically, Swiss Life Holding agrees to (1) make a payment of restitution in the amount of $16,345,454 (the "Restitution Amount"); (2) forfeit $35,782,375 (the "Forfeiture Amount") to the United States; and (3) pay a penalty of $25,246,508 (the "Penalty Amount") to the Department, as set forth below.

Restitution

4. In regard to the Restitution Amount, the Swiss Life Entities admit and the Department agrees that the Restitution Amount represents the approximate unpaid pecuniary loss to the United States as a result of the conduct described in the Statement of Facts. The Restitution Amount shall not be further reduced by payments made to the Internal Revenue Service by U.S. taxpayers through the Offshore Voluntary Disclosure Initiative and similar programs (collectively, "OVDI") before or after the date of this Agreement that have not already been credited against the Restitution Amount. Swiss Life Holding agrees to pay the Restitution Amount to the IRS by wire transfer within ten (10) days of the date of the Court's approval of deferral under the Speedy Trial Act in connection with this Agreement. If Swiss Life Holding fails to timely make the payment required under this paragraph, interest (at the rate specified in 28 U.S.C. § 1961) shall accrue on the unpaid balance through the date of payment, unless the Department, in its sole discretion, chooses to reinstate prosecution pursuant to Paragraphs 23 and 24, below.

Forfeiture

5. The Forfeiture Amount of $35,782,375 represents a substitute *res* for the approximate gross fees paid by U.S. taxpayers with undeclared policies as a result of the conduct described in the Statement of Facts and the Swiss Life Entities agree that they are subject to civil forfeiture to the United States pursuant to 18 U.S.C. § 981(a)(1)(C).

6. The Forfeiture Amount shall be sent by Swiss Life Holding by wire transfer to a seized asset deposit account maintained by the United States Department of the Treasury within ten (10) days of the Court's approval of deferral under the Speedy Trial Act in connection with this Agreement. If Swiss Life Holding fails to timely make the payment required under this paragraph, interest (at the rate specified in 28 U.S.C. § 1961) shall accrue on the unpaid balance through the date of payment, unless the Department, in its sole discretion, chooses to reinstate prosecution pursuant to Paragraphs 23 and 24, below.

7. Upon payment of the Forfeiture Amount, the Swiss Life Entities shall release any and all claims they may have to such funds and execute such documents as necessary to accomplish the forfeiture of the funds.

8. The Swiss Life Entities agree that this Agreement, the Information, and the Statement of Facts may be attached and incorporated into a civil forfeiture complaint (the "Civil Forfeiture Complaint"), a copy of which is attached hereto as Exhibit D, that will be filed against the Forfeiture Amount. By this Agreement, the Swiss Life Entities expressly waive service of that Civil Forfeiture Complaint and agree that a Judgment of Forfeiture may be entered against the Forfeiture Amount. The Swiss Life Entities also agree that the facts contained in the Information and Statement of Facts are sufficient to establish that the Forfeiture Amount is subject to civil forfeiture to the United States.

Penalty

9. The Department and the Swiss Life Entities agree that, consistent with the factors set forth in U.S.S.G. § 8C2.8 and 18 U.S.C. §§ 3553(a) and 3572(a), and in light of the Forfeiture Amount and the Restitution Amount, the Penalty Amount of $25,246,508 is an appropriate penalty in this case. This amount reflects a 50% discount for cooperation. Swiss Life Holding agrees to pay the Penalty Amount as directed by the Department within ten (10) days of the Court's approval of deferral under the Speedy Trial Act in connection with this Agreement. The Department and the Swiss Life Entities agree that the Penalty Amount is appropriate given the facts and circumstances of this case, including the nature and seriousness of the conduct as set forth in the Statement of Facts, and also, in mitigation of a higher penalty, among other things, the extensive investigation conducted by the Swiss Life Entities, and the provision of a substantial amount of information and documents to the Department derived from that investigation, consistent with applicable laws and regulations, and the Swiss Life Entities' other cooperation as set forth in Paragraphs 69-74 of the Statement of Facts. The Department and the Swiss Life Entities further agree that the Penalty Amount is final and shall not be refunded, that nothing in this Agreement shall be deemed an agreement by the Department that the Penalty Amount is the maximum penalty that may be imposed in any future prosecution, and that the Department is not precluded from arguing in any future prosecution as a result of a breach of this Agreement that the Court should impose a higher penalty. In such event, the Department agrees that it will recommend to the Court that the Swiss Life Entities' payment of the Penalty Amount, pursuant to this Agreement, should be credited toward any fine ordered by the Court as part of a future judgment.

10. The Swiss Life Entities agree that they will not file a claim or a petition for remission, restoration, or any other assertion of ownership or request for return relating to the

Forfeiture Amount or the payment of the Penalty Amount described above, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Forfeiture Amount or the Penalty Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

Non-Deductibility

11. The Swiss Life Entities agree that the Restitution Amount, the Forfeiture Amount, and the Penalty Amount shall be treated as non-tax-deductible amounts paid to the United States Government for all tax purposes under United States law. The Swiss Life Entities agree that they will not claim, assert, or apply for, either directly or indirectly, a tax deduction, tax credit, or any other offset with regard to any United States federal, state, or local tax, for any portion of the $77,374,337 that Swiss Life Holding has agreed to pay to the United States pursuant to this Agreement.

TERM OF THE AGREEMENT

12. The Swiss Life Entities agree that their obligations pursuant to this Agreement, which shall commence upon the signing of this Agreement, will continue for three years from the date of the Court's acceptance of this Agreement, unless otherwise extended pursuant to Paragraph 14 below (the "Deferral Period"). The Swiss Life Entities' obligations to cooperate as set forth herein are not intended to apply in the event that a prosecution against the Swiss Life Entities by the Department is pursued and not deferred.

13. In the event of any change in ownership or management, whether by asset or stock sale, merger or any other similar business combination or transaction, the Swiss Life Entities agree that they will require as an express condition of any such change in ownership or management that the acquirer or successor entity agree to be bound by the terms of this Agreement, as evidenced by a resolution of their respective Board of Directors, a copy of which will be provided to the Office and the Tax Division.

14. The Swiss Life Entities agree that, in the event that the Department determines during the Deferral Period described in Paragraph 12 above (or any extensions thereof) that the Swiss Life Entities have violated any provision of this Agreement, an extension of the period of the Deferral Period may be imposed in the sole discretion of the Department, up to an additional one year, but in no event shall the total term of the deferral-of-prosecution period of this Agreement exceed four years.

DEFERRAL OF PROSECUTION

15. The Swiss Life Entities have made a commitment to: (a) accept and acknowledge responsibility for the conduct as described in the Statement of Facts and the Information attached hereto; (b) cooperate fully with the Department, the IRS, and any other law enforcement agency so designated by the Department as provided herein; (c) make the payments specified in this Agreement; (d) comply with the federal criminal laws of the United States as provided herein; and (e) otherwise comply with all of the terms of this Agreement. In consideration of the foregoing,

the Department shall recommend to the Court that prosecution of the Swiss Life Entities on the Information be deferred for three years. The Swiss Life Entities shall expressly waive indictment and all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the Southern District of New York for the period during which this Agreement is in effect.

16. The Department agrees that if the Swiss Life Entities are in compliance with all of their obligations under this Agreement, the Department will, at the expiration of the Deferral Period (including any extensions thereof), seek dismissal with prejudice of the Information filed against the Swiss Life Entities pursuant to this Agreement. Except in the event of a violation by the Swiss Life Entities of any term of this Agreement or as otherwise provided in Paragraphs 23 and 24, the Department will bring no additional charges or other civil action against the Swiss Life Entities and affiliated entity Swiss Life AG relating to the conduct as described in the Information and the Statement of Facts attached hereto. This Agreement does not provide any protection against prosecution for any crimes except as set forth above and does not apply to any individual or entity other than the Swiss Life Entities and Swiss Life AG. The Swiss Life Entities and the Department understand that the Court must approve deferral under the Speedy Trial Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court decline to defer prosecution for any reason: (a) both the Department and the Swiss Life Entities are released from any obligations imposed upon them by this Agreement; (b) this Agreement shall be null and void, except for the tolling provision set forth in Paragraph 23, below; and (c) if they have already been transferred to the United States, the Restitution Amount, Forfeiture Amount and Penalty Amount shall be returned to Swiss Life Holding.

CONTINUING COOPERATION

17. During the Deferral Period, the Swiss Life Entities shall cooperate fully, subject to applicable laws and regulations, with the Department, the IRS, and any other federal law enforcement agency designated by the Department regarding all matters related to the Department's investigation into U.S.-related policies as a result of the conduct described in the Statement of Facts (the "Department's Investigation") about which the Swiss Life Entities have information or knowledge, including:

(a) truthfully and completely disclose all information with respect to the activities of the Swiss Life Entities, their respective subsidiaries, officers, and employees, and others concerning all such matters about which the Department inquires related to the Department's Investigation, which information can be used for any purpose, except as limited by this Agreement or by applicable law;

(b) specifically provide, upon request, all items, assistance, information and documents required to be produced by Swiss banks participating in the Program for Non-Prosecution Agreements or Non-Target Letters for Swiss Banks (the "Swiss Bank Program") as set forth specifically in Parts II.D.1(a)-(d) and 2 of the Swiss Bank Program;

(c) provide, as soon as practicable, transaction information based on Part II.D.2.b.vi of the Swiss Bank Program, for PPLI policies closed in the period from January 1, 2008 through December 31, 2019, in the format requested by the Department;

(d) truthfully and completely disclose, and continue to disclose during the Deferral Period, consistent with applicable laws and regulations, all information described in Part II.D.1 of the Swiss Bank Program with respect to U.S. Related Policies[1] as a result of the conduct described in the Statement of Facts that is not protected by a valid claim of privilege or work product with respect to the activities of the Swiss Life Entities and their respective officers, directors, employees, agents, consultants, and others, which information can be used for any purpose, except as otherwise limited in this Agreement. Subject to applicable laws and regulations, the Swiss Life Entities shall disclose to the Department that they have discovered new information required to be disclosed under this Agreement, including pursuant to this paragraph and Paragraph 17(b) and (c), no later than thirty days from discovery and provide such information, including information as described in Part II.D.1 of the Swiss Bank Program and information pursuant to Paragraph 17(b) and (c) of this Agreement, no later than ninety days from discovery. All other terms of this Agreement shall apply with respect to any newly disclosed policy;

(e) provide all necessary information and assist the United States with the drafting of treaty requests to seek account records and other information, and will collect and maintain all records that are potentially responsive to such treaty requests to facilitate prompt responses; and

(f) the Swiss Life Entities shall commit no violations of the federal criminal laws of the United States.

18. It is further understood that during the Deferral Period, the Swiss Life Entities will bring, consistent with applicable laws or regulations, to the Department's attention: (a) all criminal conduct by, and criminal investigations of, the Swiss Life Entities or their respective subsidiaries, officers, and employees related to any violations of the federal laws of the United States that come to the attention of each of their respective boards of directors, executive committees, or senior management; and (b) any investigation conducted by, or any civil, administrative, or regulatory proceeding brought by, any U.S. governmental authority that alleges fraud by the Swiss Life Entities or any other violations of the federal laws of the United States in the operation or management of the Swiss Life Entities' businesses.

19. Notwithstanding the Deferral Period, the Swiss Life Entities shall also, subject to applicable laws or regulations, continue to cooperate with the Department, the IRS, and any other federal law enforcement agency designated by the Department regarding any and all matters related to the Department's Investigation until the date on which all civil or criminal examinations,

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[1] "U.S. Related Policies" means insurance policies or accounts of U.S. taxpayers issued or in force during the period from January 1, 2008 through June 30, 2014 that would have been required to be reported by Swiss Life as preexisting financial accounts under the Foreign Account Tax Compliance Act ("FATCA") and associated Intergovernmental Agreements and related governmental guidance.

investigations, or proceedings, including all appeals, are concluded, whether those examinations, investigations, or proceedings are concluded within the Deferral Period, including:

(a) cooperate fully with the Department, the IRS, and any other federal law enforcement agency designated by the Department regarding all matters related to the Department's Investigation;

(b) retain all records relating to the Department's Investigation, for a period of ten years from the end of the Deferral Period;

(c) provide all necessary information and assist the United States with the drafting of treaty requests seeking policy information for policies held and/or beneficially owned by U.S. persons, and collect and maintain all records that are potentially responsive to such treaty requests in order to facilitate a prompt response;

(d) assist the Department or any designated federal law enforcement agency in any investigation, prosecution, or civil proceeding arising out of or related to the Department's Investigation by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding;

(e) use its best efforts promptly to secure the attendance and truthful statements or testimony or information of any current or former officer, director, employee, agent, or consultant of the Swiss Life Entities or their respective subsidiaries at any meeting or interview or before any grand jury or at any trial or other court proceeding regarding matters arising out of or related to the Department's Investigation;

(f) provide testimony of a competent witness as needed to enable the Department and any designated federal law enforcement agency to use the information and evidence obtained pursuant to the Swiss Life Entities' cooperation with the Department before a grand jury or at any trial or other court proceeding regarding matters arising out of or related to the Department's Investigation;

(g) provide the Department, upon request, consistent with applicable law and regulations, all information, documents, records, or other tangible evidence not protected by a valid claim of privilege or work product regarding matters arising out of or related to the Department's Investigation about which the Department or any designated federal law enforcement agency inquires;

(h) upon request, provide fair and accurate translations, at the expense of the Swiss Life Entities, of any foreign language documents produced by Swiss Life Entities to the Government either directly or through any government entity; and

(i) provide to any state law enforcement agency such assistance as may reasonably be requested in order to establish the basis for admission into evidence of documents already in the possession of such state law enforcement agency in connection with any state civil

or criminal tax proceedings brought by such state law enforcement agency against an individual arising out of or related to the Department's Investigation.

20. Swiss Life Liechtenstein, Swiss Life Singapore, and Swiss Life Luxembourg agree, subject to applicable laws and regulations, to use best efforts to close as soon as practicable any and all U.S.-related policies as a result of the conduct described in the Statement of Facts attached hereto as Exhibit C of recalcitrant policyholders, as defined in Section 1471(d)(6) of the Internal Revenue Code. The Swiss Life Entities have implemented, or will implement, procedures to prevent its employees from assisting recalcitrant policyholders to engage in acts of further concealment in connection with closing any policy or transferring any funds, including instituting protocols designed to direct payments related to such policies to U.S. institutions; and will not incept any new policies of U.S. taxpayers that are reportable financial accounts under FATCA except on conditions that ensure that the policy will be declared to the United States and/or will be subject to disclosure by Swiss Life Liechtenstein, Swiss Life Singapore and/or Swiss Life Luxembourg.

21. Swiss Life Liechtenstein, Swiss Life Singapore and Swiss Life Luxembourg agree, subject to applicable laws and regulations, to use best efforts to close, as soon as practicable, any and all U.S.-related policies as a result of the conduct described in the Statement of Facts attached hereto as Exhibit C that have been classified as "dormant" in accordance with applicable laws, regulations and guidelines, and will provide periodic reporting upon request of the Department if unable to close any dormant policies. Swiss Life Liechtenstein, Swiss Life Singapore and Swiss Life Luxembourg will only provide services in connection with any such dormant policy to the extent that such services are required pursuant to applicable laws, regulations and guidelines. If at any point contact with the policyholder(s) (or other persons(s) with authority over the policy) is re-established, Swiss Life Liechtenstein, Swiss Life Singapore and/or Swiss Life Luxembourg will promptly proceed to follow the procedures described above in Paragraph 20.

22. Nothing in this Agreement shall require the Swiss Life Entities to waive any protections of the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege unless the Swiss Life Entities voluntarily choose to waive any such privilege. Nothing in this Agreement shall require the Swiss Life Entities to violate the law of any jurisdiction in which they operate.

BREACH OF THE AGREEMENT

23. It is understood that should the Department in its sole discretion determine during the Deferral Period that the Swiss Life Entities: (a) have knowingly given materially false, incomplete or misleading information either during the Deferral Period or in connection with the Department's Investigation of the conduct described in the Information or Statement of Facts; (b) committed any crime under the federal laws of the United States subsequent to the execution of this Agreement; or (c) otherwise knowingly violated any provision of this Agreement, the Swiss Life Entities shall, in the Department's sole discretion, thereafter be subject to prosecution for any federal criminal violation, or suit for any civil cause of action, including but not limited to a prosecution or civil action based on the Information, the Statement of Facts, the conduct described therein, or perjury and obstruction of justice. Any such prosecution or civil action may be premised on any information provided by or on behalf of the Swiss Life Entities to the Department or the

IRS at any time. In any prosecution or civil action based on the Information, the Statement of Facts, or the conduct described therein, it is understood that: (a) no charge would be time-barred provided that such prosecution is brought within the applicable statute of limitations period (subject to any prior tolling agreements between the Department and the Swiss Life Entities), and excluding the period from the execution of this Agreement until its termination; and (b) the Swiss Life Entities agree to toll, and exclude from any calculation of time, the running of the statute of limitations for the length of this Agreement starting from the date of the execution of this Agreement and including any extension of the period of deferral of prosecution pursuant to Paragraph 14 above. By this Agreement, the Swiss Life Entities expressly intend to and hereby do waive their rights in the foregoing respects, including any right to make a claim premised on the statute of limitations, as well as any constitutional, statutory, or other claim concerning pre-indictment delay. Such waivers are knowing, voluntary, and in express reliance on the advice of counsel to the Swiss Life Entities.

24. It is further agreed that in the event that the Department, in its sole discretion, determines that the Swiss Life Entities have knowingly violated any provision of this Agreement, including by failure to meet their obligations under this Agreement: (a) all statements made by or on behalf of the Swiss Life Entities to the Department, or the IRS, including but not limited to the Statement of Facts, or any testimony given by the Swiss Life Entities or by any agent of the Swiss Life Entities before a grand jury, or elsewhere, whether before or after the date of this Agreement, or any leads from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings hereinafter brought by the Department against the Swiss Life Entities; and (b) the Swiss Life Entities shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by or on behalf of the Swiss Life Entities before or after the date of this Agreement, or any leads derived therefrom, should be suppressed or otherwise excluded from evidence. It is the intent of this Agreement to waive any and all rights in the foregoing respects.

25. The Swiss Life Entities, having admitted to the facts in the Statement of Facts, agree that they shall not, through their attorneys, agents, or employees, make any public statement, in litigation or otherwise, contradicting the Statement of Facts or its representations, agreements and stipulations in this Agreement. Any such contradictory statement by the Swiss Life Entities, through its present or future attorneys, partners, agents, or employees authorized to speak on behalf of the Swiss Life Entities, shall constitute a violation of this Agreement, and the Swiss Life Entities thereafter shall be subject to prosecution as specified in Paragraphs 23 and 24, above, or the Deferral Period shall be extended pursuant to Paragraph 14, above. The decision as to whether any such contradictory statement will be imputed to the Swiss Life Entities for the purpose of determining whether the Swiss Life Entities have violated this Agreement shall be within the sole discretion of the Department. Upon the Department's notifying the Swiss Life Entities through their counsel indicated below of any such contradictory statement, the Swiss Life Entities may avoid a finding of violation of this Agreement by repudiating such statement both to the recipient of such statement and to the Department within 48 hours after having been provided notice by the Department. The Swiss Life Entities consent to the public release by the Department, in its sole discretion, of any such repudiation. The Department agrees that nothing in this Agreement in any way prevents the Swiss Life Entities from taking good-faith positions, raising defenses, or

asserting affirmative claims that are not inconsistent with the Statement of Facts in any civil proceedings, investigations, or litigation involving private parties or government entities, including non-U.S. litigations or non-U.S. investigations. Nothing in this Agreement is meant to affect the obligation of the Swiss Life Entities or their respective officers, directors, agents or employees to testify truthfully to the best of their personal knowledge and belief in any proceeding.

26. The Swiss Life Entities agree that it is within the Department's sole discretion to choose, in the event of a violation, the remedies contained in Paragraphs 23 and 24 above, or instead to choose to extend the period of deferral of prosecution pursuant to Paragraph 14. The Swiss Life Entities understand and agree that the exercise of the Department's discretion under this Agreement is unreviewable by any court. Should the Department determine that the Swiss Life Entities have violated this Agreement, the Department shall provide prompt written notice to the Swiss Life Entities through their counsel indicated below of that determination and provide the Swiss Life Entities with a 30-day period from the date of receipt of such notice in which to make a presentation to the Department to demonstrate that no violation occurred, or, to the extent applicable, that the violation should not result in the exercise of those remedies or in an extension of the period of deferral of prosecution, including because the violation has been cured by the Swiss Life Entities.

ADDITIONAL PROVISIONS

Limits of the Agreement

27. It is understood that this Agreement is binding on the Office and the Tax Division, but does not bind any other components of the Department of Justice, any other Federal agencies, any state or local law enforcement agencies, any licensing authorities, or any regulatory authorities. However, if requested by the Swiss Life Entities or its attorneys, the Department will bring to the attention of any such agencies, including but not limited to any regulators, as applicable, this Agreement, the cooperation of the Swiss Life Entities, and the Swiss Life Entities' compliance with their obligations under this Agreement.

Board of Directors Authorization

28. The Swiss Life Entities shall provide to the Department a certified copy of a resolution of the Board of Directors of Swiss Life Holding, affirming that its Board of Directors has authority to enter into this Agreement on behalf of all of the Swiss Life Entities and that each Swiss Life Entity Board of Directors has (i) reviewed the Information and the Statement of Facts in this case, (ii) reviewed this Agreement, (iii) consulted with legal counsel identified below in connection with this matter, (iv) voted to enter into this Agreement, and (v) voted to authorize the Swiss Life Holding corporate officers identified below to execute this Agreement and all other documents necessary to carry out the provisions of this Agreement on behalf of all of the Swiss Life Entities.

Public Filing

29. The Department and the Swiss Life Entities agree that, upon the submission of this Agreement (including the Statement of Facts and other attachments) to the Court, this Agreement and its attachments shall be filed publicly in the proceedings in the United States District Court for the Southern District of New York.

30. The Department and the Swiss Life Entities understand that this Agreement reflects the special facts of this case and is not intended as precedent for other cases.

Execution in Counterparts

31. This Agreement may be executed in one or more counterparts, including by scanning, faxing, photocopying, or similarly reproducing a copy of an original document containing an original handwritten signature of the executing party, each of which shall be considered effective as an original signature.

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Integration Clause

32. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between the Swiss Life Entities and the Department. This Agreement supersedes all prior understandings or promises between the Department and the Swiss Life Entities. No modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Office, the Tax Division, the attorneys for the Swiss Life Entities, and a duly authorized representative of the Swiss Life Entities.

Dated: New York, New York
April 14, 2021

Very truly yours,

STUART M. GOLDBERG
Acting Deputy Assistant Attorney General
for Criminal Matters
Department of Justice Tax Division

By: _____
Nanette L. Davis, Senior Litigation Counsel
Jack Morgan, Trial Attorney
(202) 514-8030/

AUDREY STRAUSS
United States Attorney

By: _____
Nicholas Folly
Olga I. Zverovich
Assistant United States Attorneys
(212) 637-1060/2514

APPROVED:

_____
Laura Grossfield Birger
Chief, Criminal Division

ACCEPTED AND AGREED TO:

April 26, 2021
Date

Patrick Frost
Group Chief Executive Officer
President Corporate Executive Board, Swiss Life Holding AG

April 26, 2021
Date

Hans-Peter Conrad
Group General Counsel
Corporate Secretary, Swiss Life Holding AG

April 26, 2021
Date

Ralph M. Levene, Esq.
Wachtell, Lipton, Rosen & Katz
Counsel to the Swiss Life Entities

April 26, 2021
Date

Eric Stupp, Esq.
Bär & Karrer Ltd.
Counsel to the Swiss Life Entities

Exhibit A

EXHIBIT A TO DEFERRED PROSECUTION AGREEMENT

CERTIFICATE OF CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF SWISS LIFE HOLDING AG

We, Rolf Dörig, Chairman of the Board of Directors of Swiss Life Holding AG ("Swiss Life Holding" or the "Company"), a public law entity duly organized and existing under the laws of Switzerland, and Hans-Peter Conrad, the Group General Counsel and acting corporate secretary of Swiss Life Holding, do hereby certify that the following is a complete and accurate copy of a resolution adopted by the Board of Directors of Swiss Life Holding at an extraordinary meeting duly held on the 23rd day of April, 2021.

WHEREAS, the Company, together with Swiss Life (Liechtenstein) AG ("Swiss Life Liechtenstein"), Swiss Life (Singapore) Pte. Ltd. ("Swiss Life Singapore") and Swiss Life (Luxembourg) S.A. ("Swiss Life Luxembourg") (collectively, the "Swiss Life PPLI Carriers") have been engaged in discussions with the United States Department of Justice, Tax Division, and the United States Attorney's Office for the Southern District of New York (collectively, the "Department") concerning certain issues arising out of, in connection with, or otherwise relating to the conduct of prior business with U.S. clients by the Swiss Life PPLI Carriers and certain other group entities as set forth in the Deferred Prosecution Agreement ("DPA") and related documents attached hereto and described more fully below;

WHEREAS, in order to resolve such discussions, it is proposed that the Company and the Swiss Life PPLI Carriers enter into the DPA; and,

WHEREAS, the Board of Directors of the Company has consulted with its U.S. and Swiss outside legal counsel, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, in connection with this matter, including with respect to the content of the DPA and the exhibits thereto, the rights and possible defenses of the Company and the Swiss Life PPLI Carriers, and the consequences of entering into the DPA;

NOW THEREFORE, the Board of Directors hereby RESOLVES as follows:

1. The Board of Directors of the Company has thoroughly reviewed the DPA attached hereto, including the Information (attached as Exhibit B to the DPA), the Statement of Facts (attached as Exhibit C to the DPA), and the Civil Forfeiture Complaint (attached as Exhibit D to the DPA).

2. The Board of Directors of the Company has voted unanimously to execute the DPA on behalf of the Company, including:

   (i) consenting to the filing in the United States District Court for the Southern District of New York (the "District Court") of a one-count Information charging the Company (together with the Swiss Life PPLI Carriers) with conspiring with others, including U.S. taxpayers, in violation of Title 18, United States Code, Section 371, (x) to defraud the United States and an agency thereof, to wit, the United States Internal Revenue Service (the "IRS"), (y) to file false federal income tax returns in violation of Title 26, United States Code, Section 7206(1), and (z) to evade federal income taxes in violation of Title

26, United States Code, Section 7201 for the period from 2005 to 2014, as set forth more fully in the Information (attached as Exhibit B to the DPA) and reviewed by the Board of Directors;

(ii) waiving indictment on the above-described charge, as well as the Company's rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18 United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b);

(iii) agreeing to pay a total amount of $77,374,337, which includes a monetary penalty of $25,246,508, a forfeiture amount of $35,782,375 and restitution in the amount of $16,345,454, in connection with the DPA; and

(iv) agreeing to fulfill the obligations set forth in the DPA, including with respect to cooperation.

3. The Group Chief Executive Officer, Patrick Frost, and the Group General Counsel, Hans-Peter Conrad, are each authorized, on behalf of the Company, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 23, 2021, with such non-material changes as the Group Chief Executive Officer and Group General Counsel may approve.

4. The Board of Directors takes note that the Group Chief Executive Officer and Group General Counsel have also been authorized by the respective Boards of Directors of the Swiss Life PPLI Carriers to execute the DPA on their behalf, after each Board (i) thoroughly reviewed the DPA, including the Information (attached as Exhibit B to the DPA), the Statement of Facts (attached as Exhibit C to the DPA) and the Civil Forfeiture Complaint (attached as Exhibit D to the DPA), (ii) consulted with their respective U.S. and Swiss legal counsel in connection with this matter, including with respect to the consequences of entering into the DPA and the obligations thereunder, and (iii) voted unanimously to enter into the DPA and to authorize the Group Chief Executive Officer and Group General Counsel, as well as their respective outside U.S. and Swiss legal counsel, Ralph M. Levene of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq, of Bär & Karrer, to execute the DPA on behalf of each of the Swiss Life PPLI Carriers.

5. Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer are each also authorized, in their respective capacities as the Company's outside U.S. and Swiss legal counsel, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 23, 2021, with such non-material changes as the Group Chief Executive Officer and Group General Counsel may approve.

6. The Board of Directors hereby authorizes, empowers and directs the Group Chief Executive Officer and Group General Counsel, and their delegates, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, acting jointly or individually, to take, on behalf of the Company, any and all actions as may be necessary or appropriate, and to approve and execute the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions, including executing the waiver of indictment and appearing and taking

action at any District Court hearing to address the DPA. The Board of Directors takes note that the respective Boards of Directors of the Swiss Life PPLI Carriers have similarly so authorized, empowered and directed the Group Chief Executive Officer and the Group General Counsel, and their delegates, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer.

7. All of the actions of the Group Chief Executive Officer and Group General Counsel, as well as the actions of the Company's outside U.S. and Swiss legal counsel, Wachtell, Lipton, Rosen & Katz and Bär & Karrer, that would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company.

We further certify that the above resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, we have executed this certification on this 23rd day of April, 2021.

Rolf Dörig
Chairman of the Board of Directors
Swiss Life Holding AG

Hans-Peter Conrad
Group GC, Acting Corporate Secretary
Swiss Life Holding AG

Official Certification

Seen for authentication of the reverse side signatures of

Mr. **Dr. Rolf Hugo DÖRIG**, Swiss citizen of Appenzell AI, in Küsnacht ZH,
personally known to us,

Mr. **Hans Peter CONRAD**, Swiss citizen of Luzern und Sils im Domleschg, in Freienbach,
personally known to us,

who are entered in the Register of Commerce of the Kanton of Zurich as president of the board of directors with the right to sign jointly by two (Rolf Hugo Dörig) resp. as director and secretary (not a member) with the right to sign jointly by two (Hans Peter Conrad) for the

Swiss Life Holding AG, corporation with registered head office in Zürich.

The signatures were acknowledged before us by an authorized third party (Mr. Adrian Freuler).

The inspection of the commercial register has taken place directly before the official certification by internet inquiry.

This legalization refers only to the authentication of the signature and not to the contents or validity of the document.

Zürich, 23rd April 2021
BK no. 1359/1360
Fee CHF 60.00

NOTARIAT WIEDIKON-ZÜRICH

Martin Schlatter, Notary Public

APOSTILLE
(Convention de la Haye du 5 octobre 1961)

1. Land. Schweizerische Eidgenossenschaft. Kanton Zürich
   Country: Swiss Confederation. Canton of Zürich
   Diese öffentliche Urkunde / This public document
2. ist unterschrieben von
   has been signed by Martin Schlatter
3. in seiner Eigenschaft als
   acting in the capacity of Notary Public
4. sie ist versehen mit dem Stempel/Siegel des (der) - bears the stamp/seal of
   Notariat Wiedikon-Zürich

Bestätigt / Certified

5. In / at 8090 Zürich / Zurich
   6. am / the 23.04.2021
7. durch die Staatskanzlei des Kantons Zürich
   by the Chancellery of State of the Canton of Zurich
8. unter Nr. / under No. 1212480/2021
9. Stempel/Siegel, Stamp/seal
   10. Unterschrift / Signature

B. Capulong

CERTIFICATE OF CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF SWISS LIFE (LIECHTENSTEIN) AG

We, Nils Frowein, Chairman of the Board of Directors of Swiss Life (Liechtenstein) AG ("Swiss Life Liechtenstein" or the "Company"), a company duly organized and existing under the laws of Liechtenstein, and Rudolf W. Suter, a member of the Board of Directors of Swiss Life Liechtenstein, do hereby certify that the following is a complete and accurate copy of a resolution adopted by the Board of Directors of Swiss Life Liechtenstein at an extraordinary meeting duly held on the 20th day of April, 2021 on a joint basis with the Board of Directors of Swiss Life (Luxembourg) S.A.

WHEREAS, the Company, together with Swiss Life Holding AG ("Swiss Life Holding"), Swiss Life (Singapore) Pte. Ltd. ("Swiss Life Singapore") and Swiss Life (Luxembourg) S.A. ("Swiss Life Luxembourg") (collectively, the "Swiss Life Entities") have been engaged in discussions with the United States Department of Justice, Tax Division, and the United States Attorney's Office for the Southern District of New York (collectively, the "Department") concerning certain issues arising out of, in connection with, or otherwise relating to the conduct of prior business with U.S. clients by Swiss Life Liechtenstein and certain other group entities as set forth in the Deferred Prosecution Agreement ("DPA") and related documents attached hereto and described more fully below;

WHEREAS, in order to resolve such discussions, it is proposed that Swiss Life Liechtenstein and the Swiss Life Entities, enter into the DPA; and,

WHEREAS, the Board of Directors of the Company has consulted with its U.S. and Swiss outside legal counsel, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, in connection with this matter, including with respect to the content of the DPA and the exhibits thereto, the rights and possible defenses of the Company, and the consequences of entering into the DPA;

NOW THEREFORE, the Board of Directors hereby RESOLVES as follows:

1. The Board of Directors of the Company has thoroughly reviewed the DPA attached hereto, including the Information (attached as Exhibit B to the DPA), the Statement of Facts (attached as Exhibit C to the DPA), and the Civil Forfeiture Complaint (attached as Exhibit D to the DPA).

2. The Board of Directors of the Company has voted unanimously to execute the DPA on behalf of the Company, including:

(i) consenting to the filing in the United States District Court for the Southern District of New York (the "District Court") of a one-count Information charging the Company (together with the other Swiss Life Entities) with conspiring with others, including U.S. taxpayers, in violation of Title 18, United States Code, Section 371, (x) to defraud the United States and an agency thereof, to wit, the United States Internal Revenue Service (the "IRS"), (y) to file false federal income tax returns in violation of Title 26, United States Code, Section 7206(1), and (z) to evade federal income taxes in violation of Title 26, United States Code, Section 7201 for the period from 2005 to 2014, as set forth more fully in the Information (attached as Exhibit B to the DPA) and reviewed by the Board of Directors;

(ii) waiving indictment on the above-described charge, as well as the Company's rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18 United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b);

(iii) agreeing to pay a total amount of $77,374,337, which includes a monetary penalty of $25,246,508, a forfeiture amount of $35,782,375 and restitution in the amount of $16,345,454, in connection with the DPA; and

(iv) agreeing to fulfill the obligations set forth in the DPA, including with respect to cooperation.

3. The Group Chief Executive Officer, Patrick Frost, and the Group General Counsel, Hans-Peter Conrad (collectively, the "Authorized Parties") are each authorized, on behalf of the Company, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 20, 2021 with such non-material changes as the Authorized Parties may approve.

4. Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer are each also authorized, in their respective capacities as the Company's outside U.S. and Swiss legal counsel, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 20, 2021 with such non-material changes as the Authorized Parties may approve.

5. The Board of Directors hereby authorizes, empowers and directs the Authorized Parties, and their delegates, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, acting jointly or individually, to take, on behalf of the Company, any and all actions as may be necessary or appropriate, and to approve and execute the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions, including executing the waiver of indictment and appearing and taking action at any District Court hearing to address the DPA; and

6. All of the actions of the Authorized Parties, as well as the actions of the Company's outside U.S. and Swiss legal counsel, Wachtell, Lipton, Rosen & Katz and Bär & Karrer, that would

have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company.

We further certify that the above resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, we have executed this certification on this 20th day of April, 2021.

Nils Frowein
Chairman of the Board of Directors
Swiss Life (Liechtenstein) AG

Rudolf W. Suter
Member of the Board of Directors
Swiss Life (Liechtenstein) AG

CERTIFICATE OF CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF SWISS LIFE (LUXEMBOURG) S.A.

We, Nils Frowein, Chairman of the Board of Directors of Swiss Life (Luxembourg) S.A. ("Swiss Life Luxembourg" or the "Company"), a company duly organized and existing under the laws of Luxembourg, and Rudolf W. Suter, a member of the Board of Directors of Swiss Life Luxembourg, do hereby certify that the following is a complete and accurate copy of a resolution adopted by the Board of Directors of Swiss Life Luxembourg at an extraordinary meeting duly held on the 20th day of April, 2021 on a joint basis with the Board of Directors of Swiss Life (Liechtenstein) AG.

WHEREAS, the Company, together with Swiss Life Holding AG ("Swiss Life Holding"), Swiss Life (Singapore) Pte. Ltd. ("Swiss Life Singapore") and Swiss Life (Liechtenstein) AG ("Swiss Life Liechtenstein") (collectively, the "Swiss Life Entities") have been engaged in discussions with the United States Department of Justice, Tax Division, and the United States Attorney's Office for the Southern District of New York (collectively, the "Department") concerning certain issues arising out of, in connection with, or otherwise relating to the conduct of prior business with U.S. clients by Swiss Life Luxembourg and certain other group entities as set forth in the Deferred Prosecution Agreement ("DPA") and related documents attached hereto and described more fully below;

WHEREAS, in order to resolve such discussions, it is proposed that Swiss Life Luxembourg and the Swiss Life Entities, enter into the DPA; and,

WHEREAS, the Board of Directors of the Company has consulted with its U.S. and Swiss outside legal counsel, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, in connection with this matter, including with respect to the content of the DPA and the exhibits thereto, the rights and possible defenses of the Company, and the consequences of entering into the DPA;

NOW THEREFORE, the Board of Directors hereby RESOLVES as follows:

1. The Board of Directors of the Company has thoroughly reviewed the DPA attached hereto, including the Information (attached as Exhibit B to the DPA), the Statement of Facts (attached as Exhibit C to the DPA), and the Civil Forfeiture Complaint (attached as Exhibit D to the DPA).

2. The Board of Directors of the Company has voted unanimously to execute the DPA on behalf of the Company, including:

   (i) consenting to the filing in the United States District Court for the Southern District of New York (the "District Court") of a one-count Information charging the Company (together with the other Swiss Life Entities) with conspiring with others, including U.S.

taxpayers, in violation of Title 18, United States Code, Section 371, (x) to defraud the United States and an agency thereof, to wit, the United States Internal Revenue Service (the "IRS"), (y) to file false federal income tax returns in violation of Title 26, United States Code, Section 7206(1), and (z) to evade federal income taxes in violation of Title 26, United States Code, Section 7201 for the period from 2005 to 2014, as set forth more fully in the Information (attached as Exhibit B to the DPA) and reviewed by the Board of Directors,

(ii) waiving indictment on the above-described charge, as well as the Company's rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18 United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b);

(iii) agreeing to pay a total amount of $77,374,337, which includes a monetary penalty of $25,246,508, a forfeiture amount of $35,782,375 and restitution in the amount of $16,345,454, in connection with the DPA; and

(iv) agreeing to fulfill the obligations set forth in the DPA, including with respect to cooperation.

3. The Group Chief Executive Officer, Patrick Frost, and the Group General Counsel, Hans-Peter Conrad (collectively, the "Authorized Parties"), are each authorized, on behalf of the Company, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 20, 2021 with such non-material changes as the Authorized Parties may approve.

4. Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, are each also authorized, in their respective capacities as the Company's outside U.S. and Swiss legal counsel, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 20, 2021 with such non-material changes as the Authorized Parties may approve.

5. The Board of Directors hereby authorizes, empowers and directs the Authorized Parties, and their delegates, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, acting jointly or individually, to take, on behalf of the Company, any and all actions as may be necessary or appropriate, and to approve and execute the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions, including executing the waiver of indictment and appearing and taking action at any District Court hearing to address the DPA; and

6. All of the actions of the Authorized Parties, as well as the actions of the Company's outside U.S. and Swiss legal counsel, Wachtell, Lipton, Rosen & Katz and Bär & Karrer, that would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company.

We further certify that the above resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, we have executed this certification on this 20th day of April, 2021.

Nils Frowein
Chairman of the Board of Directors
Swiss Life (Luxembourg) S.A.

Rudolf W. Suter
Member of the Board of Directors
Swiss Life (Luxembourg) S.A.

CERTIFICATE OF CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF SWISS LIFE (SINGAPORE) Pte. Ltd.

We, Nils Frowein, Chairman of the Board of Directors of Swiss Life (Singapore) Pte. Ltd. ("Swiss Life Singapore" or the "Company"), a company duly organized and existing under the laws of Singapore, and Stephen Hickman, the Chief Executive Officer and a member of the Board of Directors of Swiss Life Singapore, do hereby certify that the following is a complete and accurate copy of a resolution adopted by the Board of Directors of Swiss Life Singapore at an extraordinary meeting duly held on the 20th day of April, 2021.

WHEREAS, the Company, together with Swiss Life Holding AG ("Swiss Life Holding"), Swiss Life (Luxembourg) S.A. ("Swiss Life Luxembourg") and Swiss Life (Liechtenstein) AG ("Swiss Life Liechtenstein") (collectively, the "Swiss Life Entities") have been engaged in discussions with the United States Department of Justice, Tax Division, and the United States Attorney's Office for the Southern District of New York (collectively, the "Department") concerning certain issues arising out of, in connection with, or otherwise relating to the conduct of prior business with U.S. clients by Swiss Life Singapore and certain other group entities as set forth in the Deferred Prosecution Agreement ("DPA") and related documents attached hereto and described more fully below;

WHEREAS, in order to resolve such discussions, it is proposed that Swiss Life Singapore and the Swiss Life Entities, enter into the DPA; and,

WHEREAS, the Board of Directors of the Company has consulted with its U.S. and Swiss outside legal counsel, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, in connection with this matter, including with respect to the content of the DPA and the exhibits thereto, the rights and possible defenses of the Company, and the consequences of entering into the DPA;

NOW THEREFORE, the Board of Directors hereby RESOLVES as follows:

1. The Board of Directors of the Company has thoroughly reviewed the DPA attached hereto, including the Information (attached as Exhibit B to the DPA), the Statement of Facts (attached as Exhibit C to the DPA), and the Civil Forfeiture Complaint (attached as Exhibit D to the DPA).

2. The Board of Directors of the Company has voted unanimously to execute the DPA on behalf of the Company, including:

   (i) consenting to the filing in the United States District Court for the Southern District of New York (the "District Court") of a one-count Information charging the Company

(together with the other Swiss Life Entities) with conspiring with others, including U.S. taxpayers, in violation of Title 18, United States Code, Section 371, (x) to defraud the United States and an agency thereof, to wit, the United States Internal Revenue Service (the "IRS"), (y) to file false federal income tax returns in violation of Title 26, United States Code, Section 7206(1), and (z) to evade federal income taxes in violation of Title 26, United States Code, Section 7201 for the period from 2005 to 2014, as set forth more fully in the Information (attached as Exhibit B to the DPA) and reviewed by the Board of Directors,

(ii) waiving indictment on the above-described charge, as well as the Company's rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18 United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b);

(iii) agreeing to pay a total amount of $77,374,337, which includes a monetary penalty of $25,246,508, a forfeiture amount of $35,782,375 and restitution in the amount of $16,345,454, in connection with the DPA; and

(iv) agreeing to fulfill the obligations set forth in the DPA, including with respect to cooperation.

3. The Group Chief Executive Officer, Patrick Frost, and the Group General Counsel, Hans-Peter Conrad (collectively, the "Authorized Parties"), are each authorized, on behalf of the Company, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 20, 2021 with such non-material changes as the Authorized Parties may approve.

4. Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, are each also authorized, in their respective capacities as the Company's outside U.S. and Swiss legal counsel, to execute the DPA substantially in such form as reviewed by this Board of Directors at the meeting held on April 20, 2021 with such non-material changes as the Authorized Parties may approve.

5. The Board of Directors hereby authorizes, empowers and directs the Authorized Parties, and their delegates, Ralph M. Levene, Esq. of Wachtell, Lipton, Rosen & Katz and Eric Stupp, Esq. of Bär & Karrer, acting jointly or individually, to take, on behalf of the Company, any and all actions as may be necessary or appropriate, and to approve and execute the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions, including executing the waiver of indictment and appearing and taking action at any District Court hearing to address the DPA; and

6. All of the actions of the Authorized Parties, as well as the actions of the Company's outside U.S. and Swiss legal counsel, Wachtell, Lipton, Rosen & Katz and Bär & Karrer, that would have been authorized by the foregoing resolutions except that such actions were taken prior

to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as actions on behalf of the Company.

We further certify that the above resolution has not been amended or revoked in any respect and remains in full force and effect.

IN WITNESS WHEREOF, we have executed this certification on this 20th day of April, 2021.

Nils Frowein
Chairman of the Board of Directors
Swiss Life (Singapore) Pte. Ltd.

Stephen Hickman
Chief Executive Officer
Swiss Life (Singapore) Pte. Ltd.

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - x

UNITED STATES OF AMERICA :

-v- :

SWISS LIFE HOLDING AG, :
SWISS LIFE (LIECHTENSTEIN) AG,
SWISS LIFE (LUXEMBOURG) S.A., and :
SWISS LIFE (SINGAPORE) PTE. LTD.,
:

Defendants. :

- - - - - - - - - - - - - - - - - - x

INFORMATION

21 Cr.

COUNT ONE
(Conspiracy to Defraud the United States)

The United States Attorney charges:

The SWISS LIFE Companies

1. SWISS LIFE HOLDING AG, the defendant, is the ultimate parent company of the SWISS LIFE group of companies, a Switzerland-based provider of comprehensive life insurance and pension products for individuals and corporations, as well as asset-management and financial-planning services. SWISS LIFE was founded in 1857 as an insurance cooperative providing insurance to Swiss-located businesses. It is Switzerland's oldest life insurance company and the leading provider of life insurance and pension products in the domestic Swiss market, its most important market. SWISS LIFE has over 9,000 employees and services more than 4,000,000 customers. As of 2019, SWISS LIFE

had approximately $300 billion in assets under control, the vast bulk of which were "tied" to customer policies and accounts. SWISS LIFE is registered and headquartered in Zurich and trades on the Swiss stock exchange SIX under the symbol "SLHN."

2. At all times relevant to this Information, SWISS LIFE HOLDING AG, the defendant, provided certain insurance policies and other services as described more fully herein to individuals and entities around the world through affiliated carriers SWISS LIFE (LIECHTENSTEIN) AG ("SWISS LIFE LIECHTENSTEIN"), SWISS LIFE (SINGAPORE) PTE. LTD. ("SWISS LIFE SINGAPORE"), and SWISS LIFE (LUXEMBOURG) S.A. ("SWISS LIFE LUXEMBOURG") (collectively with SWISS LIFE HOLDING AG, "SWISS LIFE" unless otherwise indicated), the defendants, including U.S. taxpayers in the Southern District of New York. SWISS LIFE HOLDING AG is responsible for the federal criminal violations charged in this Information as a result of the acts alleged herein by its officers, directors, employees and agents, including SWISS LIFE LIECHTENSTEIN, SWISS LIFE SINGAPORE and SWISS LIFE LUXEMBOURG. Similarly, SWISS LIFE LIECHTENSTEIN, SWISS LIFE SINGAPORE and SWISS LIFE LUXEMBOURG are responsible for the federal criminal violations charged in this Information as a result of the acts alleged herein by their respective officers, directors, employees, and agents.

Obligations of United States Taxpayers
With Respect to Foreign Financial Accounts

3. U.S. taxpayers who have income (including interest, dividends or capital gains) in any given calendar year in excess of a threshold amount are required to file a U.S. Individual Income Tax Return, Form 1040 ("tax return"), for that calendar year with the Internal Revenue Service ("IRS") by April 15 of the following year. On that tax return, U.S. taxpayers must report their worldwide income, including all income earned from foreign bank accounts, and U.S. taxpayers are required to pay the taxes due on that income to the IRS. Since tax year 1976, U.S. citizens and resident aliens have had an obligation to report to the IRS whether they had a financial interest in, or signature authority over, a financial account in a foreign country in a particular year on Schedule B of their tax return by checking "Yes" or "No" in the appropriate box and identifying the country where the account was maintained.

4. Since 1970, U.S. citizens, resident aliens, and legal permanent residents who have a financial interest in, or signatory authority over, one or more financial accounts in a foreign country with an aggregate value of more than $10,000 at any time during a particular year have been required to file with the U.S. Department of Treasury a Report of Foreign Bank and Financial Accounts, FinCEN Form 114 (formerly known as "Form

TD F 90-22.2"), commonly referred to as an "FBAR." In 2010, the Department of Treasury clarified, by regulation, the requirement that persons subject to U.S. income taxation were required to disclose, on an FBAR, their financial interests held in foreign insurance policies with cash value. During the period from 2005 to 2014 (the "Applicable Period"), an FBAR for a particular tax year was required to be filed on or before June 30 of the following year.

5. For all tax years since 2011, U.S. citizens, resident aliens, and legal permanent residents who held foreign financial and certain other foreign assets ("Reportable Foreign Assets") in excess of $50,000 at the end of the relevant tax year (or $75,000 at any point during the tax year) were required to file a Form 8938 disclosing such assets, including the account number and financial institution where the assets were held. Reportable Foreign Assets include foreign life insurance policies or annuities with cash surrender value. U.S. taxpayers residing abroad and paying taxes in a foreign jurisdiction are still required to file a Form 8938 but the reportable foreign assets thresholds are higher. As a general matter, a Form 8938 is filed with a taxpayer's Form 1040 tax return.

6. In addition, U.S. citizens, resident aliens, and legal permanent residents are required to pay a one-time 1% excise tax on the contributions to a foreign insurance policy,

including those policies sold by the SWISS LIFE affiliated carriers. Since at least 1967, U.S. persons have been required to report contributions to a foreign insurance policy and their payment of the excise tax associated with those contributions on a Form 720.

7. An IRS Form W-9, Request for Taxpayer Identification Number and Certification, is used by a U.S. person to provide a correct Taxpayer Identification Number to a financial institution that is required to report to the IRS all interest, dividends, and other earned income.

8. An "undeclared policy" was a policy held and/or beneficially owned by an individual subject to U.S. taxation and maintained in a foreign country that had not been reported by the individual holder and/or beneficial owner to the U.S. government on an income tax return or other applicable form, such as an FBAR, Form 8938, or Form 720, as required.

9. An "undeclared account" refers to a financial account owned and/or beneficially owned by a U.S. taxpayer and maintained in a foreign country that had not been reported by the individual account owner and/or beneficial owner to the U.S. government on a tax return or FBAR.

SWISS LIFE's Private Placement Life Insurance Business

10. In or about the beginning of 2005, SWISS LIFE HOLDING AG, the defendant, launched a Private Placement Life

Insurance ("PPLI") business with the establishment of an insurance carrier subsidiary in Liechtenstein -- SWISS LIFE LIECHTENSTEIN, the defendant. The PPLI business focused on high net worth and ultra-high net worth clients. Unlike ordinary life insurance, PPLI products contained an investment component, comprising the "premiums" or contributions to the policy investment account, which is typically managed by an external asset manager, and an insurance component, such as life insurance or an annuity benefit. The investment component of a PPLI policy was held through an individual policy investment account custodied at a non-U.S. bank. The policy investment account was held in the name of the affiliated SWISS LIFE carrier that issued the policy, rather than the ultimate beneficial owner of the policy. These products are sometimes referred to as "insurance wrappers" because the insurance component is "wrapped" around the investment component -- i.e., the policy investment account. At or about the same time, SWISS LIFE HOLDING AG, the defendant, also began offering PPLI products through its wholly owned Luxembourg insurance carrier, SWISS LIFE LUXEMBOURG, the defendant, which had historically focused on corporate employee benefit solutions and traditional life insurance.

11. In 2007, SWISS LIFE HOLDING AG, the defendant, expanded its PPLI business through the acquisition of

CapitalLeben Versicherung AG, a Liechtenstein insurance carrier, and its existing book of business, which included approximately 1,000 policies, with premium contributions of approximately $220 million, that were held or beneficially owned by U.S. persons ("U.S.-related Policies"). The majority of the U.S.-related Policies were smaller in size, with less than $100,000 each in total premium contributions. The CapitalLeben business was integrated into SWISS LIFE LIECHTENSTEIN, the defendant, by in or about the beginning of 2008.

12. SWISS LIFE HOLDING AG, the defendant, further expanded its PPLI business in 2008 through the establishment by SWISS LIFE LIECHTENSTEIN, the defendant, of SWISS LIFE SINGAPORE, the defendant, as its branch in Singapore, which transitioned into an independent insurance carrier in 2009. During the Applicable Period, the PPLI products were offered through these three carriers: SWISS LIFE LIECHTENSTEIN, SWISS LIFE SINGAPORE, and SWISS LIFE LUXEMBOURG, the defendants (collectively, the "SWISS LIFE PPLI CARRIERS"). Each of the SWISS LIFE PPLI CARRIERS had its own Board of Directors, management, and sales and other personnel. The SWISS LIFE PPLI CARRIERS formed a business unit that was led by the senior leadership of SWISS LIFE LIECHTENSTEIN, the defendant, along with the heads of SWISS LIFE SINGAPORE and SWISS LIFE LUXEMBOURG, the defendants (the "PPLI Business Unit").

The PPLI Business Model and Relevant Parties

13. SWISS LIFE's PPLI business was fundamentally a business-to-business ("B2B") model. The SWISS LIFE PPLI CARRIERS generally did not sell PPLI products directly to policyholder clients, but rather worked through intermediaries like banks, external asset managers, and family offices that maintained relationships with the actual or potential policyholder clients, including U.S. clients. The intermediary-client relationships often predated the acquisition of a SWISS LIFE PPLI policy, for example where a client's assets had been held and managed at a Swiss bank for many years prior to the purchase of a SWISS LIFE PPLI policy. In some cases, sales personnel from the SWISS LIFE PPLI CARRIERS had limited or even no contact with a prospective policyholder, while in other cases PPLI sales personnel would join an intermediary to meet with the prospective policyholder, including to explain the benefits and features of SWISS LIFE's PPLI policies.

14. Potential intermediary partners approached a SWISS LIFE PPLI CARRIER to inquire generally about PPLI products or specifically with regard to clients they believed might be interested in SWISS LIFE's PPLI products, and a SWISS LIFE PPLI CARRIER also approached potential partners to inquire if they had existing clients who were prospects or otherwise might be interested in promoting SWISS LIFE's PPLI products to potential

clients. Sometimes sales personnel from the SWISS LIFE PPLI CARRIERS would also have their own leads or receive referrals that did not involve a potential client with an already existing intermediary relationship.

15. Each PPLI policy required the opening of an individual policy investment account at a bank. Each such account was titled in the name of the SWISS LIFE PPLI CARRIER issuing the respective PPLI policy, but the assets used to fund the policy (i.e., the "premium" payment or contribution) were transferred from one or more accounts beneficially owned by the policyholder or underlying beneficial owner of the policy, and frequently from undeclared assets in offshore accounts.

16. The assets in each PPLI policy investment account, while titled in the name of the SWISS LIFE PPLI CARRIER, were managed by an external asset manager for the benefit of the policyholder, through powers of investment that were given by the SWISS LIFE PPLI CARRIER to the external asset manager. The policyholder could request a specific asset manager be appointed, and often had a pre-existing relationship with the asset manager, which frequently served as the intermediary for issuance of the policy. The custodian bank holding the policy investment account could also be appointed to serve as the external asset manager for a PPLI policy.

17. The fees associated with the issuance and ongoing maintenance of a SWISS LIFE PPLI policy were the "establishment" fee and the "administration" fee. The establishment fee was an upfront charge based on a contractually determined percentage of the initial policy premium (and any subsequent premium contribution), and generally ranged from 1 to 3% of premium contributions (although the fee could be higher or lower for a particular policy). The administration fee was an ongoing fee paid on a quarterly or other periodic basis to the SWISS LIFE PPLI CARRIER that issued the policy, based on a contractually determined percentage of the policy's assets-under-control value, and generally ranged from 0.5 to 1.5% of the assets under control value (although this fee also could be higher or lower for a particular policy). Consistent with the B2B model for SWISS LIFE's PPLI business, the establishment and administration fees were (i) typically shared between the SWISS LIFE PPLI CARRIERS and the third-party intermediary involved in originating a policy based on a pre-determined split, and (ii) often set by intermediaries involved in policy origination subject to certain minimum guidelines for SWISS LIFE's share of these fees set by the SWISS LIFE PPLI CARRIERS.

Overview of the Conspiracy

18. From at least in or about January 2005 through in or about December 2014, SWISS LIFE HOLDING AG, SWISS LIFE

LIECHTENSTEIN, SWISS LIFE LUXEMBOURG, and SWISS LIFE SINGAPORE, the defendants, willfully and knowingly conspired and agreed with U.S. taxpayers (hereinafter, "U.S. taxpayer-clients"), certain custodian bank senior executives and relationship managers, and third-party intermediaries to conceal from the IRS the existence of undeclared policies and related undeclared policy investment accounts incepted by the SWISS LIFE PPLI CARRIERS and the income earned in such accounts, and to evade U.S. taxes due on the income generated in the undeclared policy investment accounts.

Means and Methods of the Conspiracy

19. SWISS LIFE HOLDING AG, SWISS LIFE LIECHTENSTEIN, SWISS LIFE LUXEMBOURG, and SWISS LIFE SINGAPORE, the defendants, and their co-conspirators, carried out the conspiracy through, among others, the following means and methods:

a. SWISS LIFE PPLI CARRIERS' employees incepted and managed undeclared policies and related undeclared policy investment accounts for U.S. taxpayer-clients that were not reported to the IRS on Forms 1040, Forms 8938, Forms 720, FBARs, or otherwise, and the income from which was also not reported to the IRS.

b. In 2008 and 2009, certain SWISS LIFE PPLI sales personnel pursued banks, asset managers, and other intermediaries who had U.S. clients seeking to open SWISS LIFE

PPLI policies with assets that were known to be undeclared to the IRS, often because they were concerned about their existing offshore bank accounts or structures given increasing cross-border tax enforcement efforts by U.S. authorities or were being forced to leave by their existing offshore banks. In doing so, U.S. clients with undeclared assets were typically referred to by the SWISS LIFE PPLI CARRIERS as U.S. "NCAS" -- short for "non-comprehensive advice seeking" clients.

c. The SWISS LIFE PPLI CARRIERS assisted in opening and maintaining undeclared policy investment accounts in the carriers' names at dozens of offshore custodial banks for the benefit of U.S. taxpayer-clients.

d. The SWISS LIFE PPLI CARRIERS accepted referrals from third-party intermediaries, for the purpose of incepting undeclared life insurance policies and the related undeclared policy investment accounts that were titled in the name of the respective SWISS LIFE PPLI CARRIER.

e. The SWISS LIFE PPLI CARRIERS worked with bank relationship managers and third-party intermediaries to service the U.S. taxpayer-clients with respect to their undeclared insurance policies and the related policy investment accounts.

f. During the first seven months of 2009, certain SWISS LIFE LIECHTENSTEIN sales personnel promoted a

specific use of SWISS LIFE LIECHTENSTEIN's U.S. tax-compliant PPLI products to a number of Swiss banks that had undeclared U.S. clients who might be interested in continuing to keep their assets undeclared and offshore notwithstanding the U.S. government's increased cross-border tax enforcement efforts. Pursuant to the approach, so-called turning "black money" into "white," a U.S. taxpayer with undeclared assets held in a Swiss bank account (and documented at the bank as beneficially owned by the U.S. taxpayer) would transfer the undeclared assets into a PPLI policy using one of the U.S. tax-compliant PPLI products offered by the SWISS LIFE PPLI CARRIERS. In doing so, the U.S. taxpayer's undeclared assets would thereafter be custodied in a policy investment account held at the same (or, if preferred, a different) Swiss bank in the name of one of the SWISS LIFE PPLI CARRIERS instead of the name of the U.S. taxpayer-client. The U.S. taxpayer would then keep the PPLI policy in force until after the perceived expiration of the statute of limitations for criminal tax liability under U.S. law.

g. SWISS LIFE LIECHTENSTEIN and SWISS LIFE SINGAPORE each used a so-called "premium account" -- a bank account in the name of the respective carrier -- to receive premium funding payments from U.S. taxpayer-clients so that their policy investment accounts would not receive the premium funding payments directly from the clients. SWISS LIFE

LIECHTENSTEIN and SWISS LIFE SINGAPORE used Liechtenstein Bank-1 and Swiss Bank-5, respectively, to custody their premium accounts.

h. The SWISS LIFE PPLI CARRIERS entered into referral and other agreements with third-party intermediaries to split the fees earned on the undeclared insurance policies of U.S. taxpayer-clients.

i. SWISS LIFE SINGAPORE entered into a referral arrangement with Singapore Trust Company-1, which had developed a strategy using a complex web of offshore trust and corporate entities to conceal the U.S. taxpayer-clients' beneficial ownership in SWISS LIFE SINGAPORE PPLI policies.

j. The SWISS LIFE PPLI CARRIERS assisted in the termination of policies for U.S. taxpayer-clients in ways designed to maintain the veil of secrecy over the U.S. taxpayer-clients' undeclared policies and related policy investment accounts, such as causing surrender payments to be transferred to other offshore accounts belonging to the U.S. taxpayer-client and to be used to purchase diamonds for the U.S. taxpayer-client.

k. Various U.S. taxpayer-clients of the SWISS LIFE PPLI CARRIERS, including U.S. taxpayer-clients in the Southern District of New York, filed false Forms 1040 and other required tax forms, electronically and via U.S. mail, that

failed to report their interest in, and income earned on, their undeclared SWISS LIFE PPLI policies and related policy investment accounts; evaded income taxes due and owing; and failed to file FBARs identifying their undeclared policies and related policy investment accounts.

Statutory Allegations

20. From at least in or about January 2005 through in or about December 2014, in the Southern District of New York and elsewhere, SWISS LIFE HOLDING AG, SWISS LIFE LIECHTENSTEIN, SWISS LIFE LUXEMBOURG, and SWISS LIFE SINGAPORE, the defendants, together with others known and unknown, willfully and knowingly did conspire, combine, confederate, and agree together and with each other to defraud the United States of America and an agency thereof, to wit, the IRS, and to commit offenses against the United States, to wit, violations of Title 26, United States Code, Sections 7201 and 7206(1).

21. It was a part and object of the conspiracy that SWISS LIFE HOLDING AG, SWISS LIFE LIECHTENSTEIN, SWISS LIFE LUXEMBOURG, and SWISS LIFE SINGAPORE, the defendants, together with others known and unknown, willfully and knowingly would and did defraud the United States of America and the IRS for the purpose of impeding, impairing, obstructing, and defeating the lawful governmental functions of the IRS in the ascertainment, computation, assessment, and collection of revenue, to wit,

federal income taxes.

22. It was further a part and an object of the conspiracy that SWISS LIFE HOLDING AG, SWISS LIFE LIECHTENSTEIN, SWISS LIFE LUXEMBOURG, and SWISS LIFE SINGAPORE, the defendants, together with others known and unknown, willfully and knowingly would and did attempt to evade and defeat a substantial part of the income tax due and owing to the United States of America by certain of the defendants' U.S. taxpayer-clients, in violation of Title 26, United States Code, Section 7201.

23. It was further a part and an object of the conspiracy that various U.S. taxpayer-clients of SWISS LIFE HOLDING AG, SWISS LIFE LIECHTENSTEIN, SWISS LIFE LUXEMBOURG, and SWISS LIFE SINGAPORE, the defendants, together with others known and unknown, willfully and knowingly would and did make and subscribe income tax returns, statements, and other documents, which contained and were verified by written declarations that they were made under the penalties of perjury, and which these U.S. taxpayer-clients, together with others known and unknown, did not believe to be true and correct as to every material matter, in violation of Title 26, United States Code, Section 7206(1).

Overt Acts

24. In furtherance of the conspiracy and to effect the illegal objects thereof, SWISS LIFE HOLDING AG, SWISS LIFE

LIECHTENSTEIN, SWISS LIFE LUXEMBOURG, and SWISS LIFE SINGAPORE, the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. On or about July 22, 2008, a PPLI sales supervisor sent an email to senior sales personnel from the PPLI Business Unit in response to the recent announcement of the U.S. government's investigation of UBS, stating, "We do continue to promote our solutions for US-clients . . . ."

b. On or about August 26, 2008, the same PPLI sales supervisor relayed to senior sales personnel that a competitor, Liechtenstein Insurance Provider-1, had stopped doing business with U.S. clients and noted, "This is obviously an opportunity for us."

c. On or about November 25, 2008, when a SWISS LIFE LIECHTENSTEIN salesperson asked whether SWISS LIFE LIECHTENSTEIN still accepted U.S. NCAS clients, the same sales supervisor responded that SWISS LIFE LIECHTENSTEIN accepted such clients "as long as we find a custodian bank."

d. On or about February 13, 2009, SWISS LIFE SINGAPORE employees and salespersons discussed the need to remove U.S. client identifiers from mail. One participant stated, "My only concern is when client data (i.e. name + address) are sent around via mail for an NCAS client, especially

if it's a US one (both the case here . . .). If sent by mail, the name + address of client must be removed first to ensure privacy + avoid other/sincere legal problems. . . ."

e. On or about April 23, 2009, SWISS LIFE SINGAPORE and Singapore Trust Company-1 executed a referral agreement whereby Singapore Trust Company-1 agreed to market SWISS LIFE PPLI products in exchange for referral fees. Those fees varied depending on the specific product sold and the size of the premium but reached as high as 9% of the premium amount all-in for the client, with SWISS LIFE SINGAPORE receiving approximately one-half of the quarterly administration fee and approximately one-fifth to one-third of the one-time establishment fee.

f. On or about July 2, 2009, a salesperson for SWISS LIFE LIECHTENSTEIN met with a representative of a Swiss fiduciary firm to discuss SWISS LIFE's PPLI products for the fiduciary firm's undeclared U.S. taxpayer-clients.

g. On or about July 3, 2009, a representative of Singapore Trust Company-1 outlined to a SWISS LIFE LIECHTENSTEIN salesperson the use of a "purpose trust" structure to hold a U.S. client's SWISS LIFE PPLI policy and the use of "long-term loans" to the client to cloak partial surrender payments as non-taxable distributions.

h. On or about November 9, 2009, SWISS LIFE SINGAPORE sent a letter to Swiss Bank-5, instructing it to forward almost €45 million from SWISS LIFE SINGAPORE's premium account at Swiss Bank-5 to the U.S. taxpayer-client's policy investment account at Swiss Bank-5 as an initial contribution for an insurance wrapper policy.

i. On or about November 9, 2009, an employee of Swiss Bank-5 emailed an employee of SWISS LIFE SINGAPORE and an employee of Singapore Trust Company-1, confirming that Swiss Bank-5 had "received today the funds back (i.e. Eur 45 mio) . . . ."

j. On or about February 12, 2010, SWISS LIFE SINGAPORE sent an account statement for a U.S. taxpayer-client with an $8.6 million policy investment account to the third-party intermediary handling the client relationship.

k. On or about February 12, 2010, SWISS LIFE SINGAPORE sent an account statement for a U.S. taxpayer-client with a $63.8 million policy investment account to the third-party intermediary handling the client relationship.

l. On or about March 16, 2010, SWISS LIFE LIECHTENSTEIN sent an account statement for a U.S. taxpayer-client with a $1.6 million policy investment account to the third-party intermediary handling the client relationship.

m. On or about July 17, 2012, a SWISS LIFE SINGAPORE employee approved a U.S. taxpayer-client going forward with a "top-up" or new contribution of EUR 44 million into his insurance wrapper account held at Swiss Bank-13.

n. In or about February 2013, a U.S. policyholder of a SWISS LIFE LIECHTENSTEIN PPLI policy ("USPH-1") requested a full surrender in order to purchase diamonds. USPH-1's stated reason for the surrender request was the belief that "investing in diamonds is better for US citizens."

o. In or about February 2013, USPH-1's policy assets of approximately $470,000 were transferred to an account held at Swiss Bank-20, the assets were exchanged for diamonds, and USPH-1 and their spouse picked up the gemstones in person during a trip to Zurich.

(Title 18, United States Code, Section 371.)

Audrey Strauss

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AUDREY STRAUSS
United States Attorney

Form No. USA-33s-274 (Ed. 9-25-58)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

SWISS LIFE HOLDING AG,
SWISS LIFE (LIECHTENSTEIN) AG,
SWISS LIFE (LUXEMBOURG) S.A.,
SWISS LIFE (SINGAPORE) PTE. LTD.,

Defendants.

INFORMATION

21 Cr. ___

(18 U.S.C. § 371)

AUDREY STRAUSS
United States Attorney.

Exhibit C

EXHIBIT C TO SWISS LIFE ENTITIES
DEFERRED PROSECUTION AGREEMENT

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement between the United States Attorney's Office for the Southern District of New York and the Tax Division of the United States Department of Justice (collectively, the "Department"), and the Swiss Life Entities (as defined in the Deferred Prosecution Agreement). The Department and the Swiss Life Entities agree that this Statement of Facts is true and accurate.

I. Overview

A. Swiss Life

1. Swiss Life Holding AG is the ultimate parent company of the Swiss Life group of companies ("Swiss Life"), a Switzerland-based provider of comprehensive life insurance and pension products for individuals and corporations, as well as asset-management and financial-planning services. Swiss Life was founded in 1857 as an insurance cooperative providing insurance to Swiss-located businesses. It is Switzerland's oldest life insurance company and the leading provider of life insurance and pension products in the domestic Swiss market, its most important market. Swiss Life has over 9,000 employees and services more than four million customers. As of 2019, Swiss Life had approximately $300 billion in assets under control, the vast bulk of which were "tied" to customer policies and accounts. Swiss Life is registered and headquartered in Zurich and trades on the Swiss stock exchange SIX under the symbol "SLHN."

2. As described more fully below, during 2005-2014 (the "Applicable Period"), Swiss Life maintained a Private Placement Life Insurance ("PPLI") business that was operated through affiliated insurance carriers in Liechtenstein (Swiss Life (Liechtenstein) AG), Luxembourg (Swiss Life (Luxembourg) S.A.), and Singapore (Swiss Life (Singapore) Pte. Ltd.) (collectively, the "PPLI Carriers"), which issued and administered offshore PPLI policies and related offshore policy investment accounts for U.S. taxpayers that were not declared to the Internal Revenue Service ("IRS") as required.

3. The PPLI Carriers maintained an aggregate total of approximately 1,608 PPLI Policies held and/or beneficially owned by U.S. taxpayers ("U.S.-related PPLI Policies") during the Applicable Period. These policies in the aggregate had total premium contributions of approximately $1.452 billion. At the peak, in the fourth quarter of 2009, the PPLI Carriers collectively held some 1,261 U.S.-related PPLI Policies, which had at that point an aggregate assets-under-control value of approximately $907 million.

4. The PPLI Carriers' issuance and administration of those policies (colloquially known as "insurance wrappers") and the related investment accounts were often done in a manner to assist U.S. taxpayers in evading U.S. taxes and reporting requirements and concealing the ownership of offshore assets. Certain employees and managers of the PPLI Carriers, including some senior managers, knew or should have known that some of their U.S. clients

were using Swiss Life PPLI products expressly to evade their U.S. taxes. This was particularly true beginning in 2008, when sales personnel of the PPLI Carriers, in discussions with banks, asset managers, and other intermediaries who had undeclared U.S. clients and who were facing increased restrictions on opening and maintaining bank accounts for U.S. persons, pitched that the use of Swiss Life's PPLI policies could allow third parties to maintain their U.S. client business. Because such policies would be custodied and managed through a policy investment account held in the name of one of the PPLI Carriers as the identified owner of the assets, rather than in the name of the U.S. policyholder and/or ultimate beneficial owner of the assets used to fund the policy, the PPLI policies could be and were used by unscrupulous U.S. taxpayers to hide undeclared assets and income and to evade taxes. In turn, Swiss Life grew its PPLI business and earned fees on those policies.

B. Swiss Life's PPLI Business

Swiss Life Launches a PPLI Business

5. In or about the beginning of 2005, Swiss Life launched a PPLI business, which focused on high net worth and ultra-high net worth clients with the establishment of an insurance carrier subsidiary in Liechtenstein — Swiss Life (Liechtenstein) AG ("Swiss Life Liechtenstein"). At or about the same time, Swiss Life also began offering PPLI products through its wholly owned Luxembourg insurance carrier — Swiss Life (Luxembourg) S.A. ("Swiss Life Luxembourg") — which had historically focused on corporate employee-benefit solutions and traditional life insurance.

6. Unlike ordinary life insurance, Swiss Life's PPLI products contain an investment component, which is typically managed by an external asset manager, and an insurance component, such as life insurance or an annuity benefit. The investment component of a PPLI policy, comprising the "premiums" or contributions to the policy, is held through an individual policy investment account custodied at a non-U.S. bank. The individual policy investment account was held in the name of one of the Swiss Life PPLI Carriers, rather than the ultimate beneficial owner of the policy. These products are sometimes referred to as "insurance wrappers" because the insurance component is "wrapped" around the investment component — *i.e.*, the policy investment account. These products can provide legitimate tax-deferral benefits but only when properly structured, funded with declared assets, *and* reported to the IRS to the extent required by relevant U.S. tax regulations, which in some instances they were not.

7. In 2007, Swiss Life expanded its PPLI business through the acquisition of CapitalLeben Versicherung AG, a Liechtenstein insurance carrier, and its existing book of business. The book of business included approximately 1,000 U.S.-related PPLI Policies, with assets under control of approximately $220 million. The majority of these U.S.-related PPLI Policies were smaller in size, with less than $100,000 each in total premium contributions. The CapitalLeben business was integrated into Swiss Life Liechtenstein by in or about the beginning of 2008.

8. Swiss Life further expanded its PPLI business in 2008 through Swiss Life Liechtenstein's establishment of a branch in Singapore, which was transitioned to an independent insurance carrier in 2009 — Swiss Life (Singapore) Pte. Ltd. ("Swiss Life

Singapore").[1] Each of the Swiss Life PPLI Carriers had its own board of directors, management, and sales and other personnel. Collectively, the Swiss Life PPLI Carriers formed a business unit that was led by the senior leadership of Swiss Life Liechtenstein along with the heads of the Singapore and Luxembourg PPLI Carriers (the "PPLI Business Unit").

The PPLI Business Model

9. Swiss Life's PPLI business was fundamentally a business-to-business, or so-called "B2B," model. Swiss Life's PPLI Carriers generally did not sell PPLI products directly to policyholder clients, but rather worked through intermediaries like banks, external asset managers, and family offices that maintained relationships with the actual or potential policyholder clients, including U.S. clients. The intermediary-client relationships often predated the acquisition of a Swiss Life PPLI policy, for example where a client's assets had been held and managed at a Swiss bank for many years prior to the purchase of a Swiss Life PPLI policy. In some cases, sales personnel from Swiss Life's PPLI Carriers had limited or even no contact with a prospective policyholder, while in other cases PPLI sales personnel would join an intermediary to meet with the prospective policyholder, including to explain the benefits and features of Swiss Life's PPLI policies.

10. Potential intermediary partners approached a Swiss Life PPLI Carrier to inquire generally about PPLI products or specifically with regard to clients they believed might be interested in Swiss Life's PPLI products, and PPLI Carriers also approached potential partners to inquire if they had existing clients who were prospects or otherwise might be interested in promoting Swiss Life's PPLI products to potential clients. Sometimes sales personnel from Swiss Life's PPLI Carriers would also have their own leads or receive referrals that did not involve a potential client with a pre-existing intermediary relationship.

Products Offered by Swiss Life's PPLI Carriers

11. Although the PPLI business was not established as a U.S.-focused business, Swiss Life's PPLI Carriers and various intermediaries sought to sell PPLI products to U.S. clients. In this regard, in or about 2006, Swiss Life Liechtenstein engaged a large, reputable U.S.-based international law firm to help develop a number of U.S. tax-compliant PPLI products.

12. Swiss Life Liechtenstein and Swiss Life Singapore offered three types of PPLI products that were designed to qualify for favorable tax treatment in the United States, as explained in greater detail below. Both carriers offered a Frozen Cash Value ("FCV") product and a Deferred Variable Annity ("DVA") product. Swiss Life Liechtenstein also offered a Variable Universal Life ("VUL") product. These three types of products were similar in some

[1] In 2008, Swiss Life Liechtenstein also established a representative office in Dubai through a subsidiary — Swiss Life Private Placement (Middle East) Limited — which promoted and sold PPLI products from the three PPLI Carriers until the office was closed in 2012. During the Applicable Period, the Dubai representative office was involved in originating one U.S-related PPLI Policy that was booked with Swiss Life Singapore.

respects, but also had certain structural differences that made one or another more appropriate for certain wealth- or succession-planning scenarios. Swiss Life Luxembourg did not offer any U.S. tax-compliant PPLI products. PPLI sales personnel at Swiss Life Liechtenstein, Swiss Life Singapore, and Swiss Life Luxembourg were permitted to cross-sell PPLI products offered by the other PPLI Carriers.

13. These FCV, DVA, and VUL products were considered "U.S. tax-compliant" as they were designed and structured to meet the diversification and other requirements to qualify for favorable tax treatment applicable to certain insurance and annuity products under Sections 7702, 817 and 72 of the U.S. Internal Revenue Code (the "Code"), as well as the investor control doctrine.[2] As such, when properly used, these products could provide legitimate tax deferral for as long as a policy was in force, and any taxable income was limited to amounts withdrawn from a policy in excess of the premiums paid. Swiss Life's U.S. tax-compliant PPLI products were marketed to — and in many instances used by — U.S. persons for legitimate wealth- and succession-planning purposes, and non-U.S. persons for such purposes, including (i) when planning to relocate to the United States on either a temporary or permanent basis in a tax-efficient way, or (ii) for succession planning purposes in cases where foreign families had children or other future beneficiaries who had become U.S. persons.

14. Although the FCV, DVA, and VUL products were designed by the PPLI Carriers to have a tax-compliant structure, they were sometimes marketed to and funded by U.S. clients with undeclared assets, and certain U.S. clients failed to timely report their Swiss Life PPLI policies on FBARs and/or Forms 8938, as required.

15. Swiss Life also offered other PPLI products that were not designed or structured to satisfy the applicable requirements of the Code and the investor control doctrine. These included the Life Asset Portfolio ("LAP") Universal product offered by Swiss Life Liechtenstein and the LAP Asia product offered by Swiss Life Singapore, which, as described more fully below, were sometimes marketed and sold to U.S. persons with undeclared assets. Because these LAP products were not designed to be U.S. tax compliant, they did not provide legitimate tax deferral benefits when held by a U.S. person.

16. Each PPLI policy required the opening of an individual policy investment account at a bank. Each such account was titled in the name of the Swiss Life PPLI Carrier issuing the respective PPLI policy, but the assets used to fund the policy (*i.e.*, the "premium" payment or

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[2] In general, an insurance company issuing a variable life insurance or annuity contract such as the Swiss Life DVA, VUL and FCV products, not the policyholder, is considered the owner of the assets in the separate policy investment account for U.S. federal income tax purposes. However, under the "investor control doctrine," the underlying PPLI policyholder will be treated as the tax owner of the assets in the policy investment account if the policyholder exercises "significant control" over the underlying assets, even if the insurance company retains possession of, and legal title to, those assets. The "diversification" rules, subject to specific guidelines for certain types of assets, require that the assets held in the separate policy investment account are not overly concentrated in a limited set of assets.

contribution) were transferred from one or more accounts beneficially owned by the policyholder or underlying beneficial owner of the policy.

17. The assets in each PPLI policy investment account, while titled in the name of the PPLI Carrier, were managed by an external asset manager for the benefit of the policyholder, through powers of investment that were given by the PPLI Carriers to the external asset manager. The policyholder could request a specific asset manager be appointed, and often had a pre-existing relationship with the asset manager, which also served as the intermediary for issuance of the policy. The custodian bank holding the policy investment account could also be appointed to serve as the external asset manager for a PPLI policy.

18. The fees associated with the issuance and ongoing maintenance of a Swiss Life PPLI policy were the "establishment" fee and the "administration" fee. The establishment fee was an upfront charge, based on a contractually determined percentage of the initial policy premium (and any subsequent premium contribution), and generally ranged from 1-3% of premium contributions (although the fee could be higher or lower for a particular policy). The administration fee was an ongoing fee paid on a quarterly or other periodic basis to Swiss Life, based on a contractually determined percentage of the policy's assets-under-control value, and generally ranged from 0.5-1.5% of the policy's assets-under-control value (although this fee also could be higher or lower for a particular policy). Consistent with the B2B model, the establishment and administration fees were (i) typically shared between the Swiss Life PPLI Carrier and the third-party intermediary involved in originating a policy based on a pre-determined split, and (ii) often set by intermediaries involved in policy origination subject to certain minimum guidelines for Swiss Life's share of these fees set by the PPLI Carriers.

II. U.S. INCOME TAX & REPORTING OBLIGATIONS

19. U.S. taxpayers who have income (including interest, dividends or capital gains) in any given calendar year in excess of a threshold amount are required to file a U.S. Individual Income Tax Return, Form 1040 ("tax return"), for that calendar year with the IRS by April 15 of the following year. On that tax return, U.S. taxpayers must report their worldwide income, including all income earned from foreign bank accounts, and U.S. taxpayers are required to pay the taxes due on that income to the IRS. Since tax year 1976, U.S. citizens and resident aliens have had an obligation to report to the IRS whether they had a financial interest in, or signature authority over, a financial account in a foreign country in a particular year on Schedule B of their tax return by checking "Yes" or "No" in the appropriate box and identifying the country where the account was maintained.

20. Since 1970, U.S. citizens, resident aliens, and legal permanent residents that have a financial interest in, or signatory authority over, one or more financial accounts in a foreign country with an aggregate value of more than $10,000 at any time during a particular year have been required to file with the U.S. Department of Treasury a Report of Foreign Bank and Financial Accounts, FinCEN Form 114 (formerly known as "Form TD F 90-22.2"), commonly referred to as an "FBAR." In 2010, the Department of Treasury clarified, by regulation, the requirement that persons subject to U.S. income taxation were required to disclose, on an FBAR, their financial interests held in foreign insurance policies with cash surrender value. During the

Applicable Period, an FBAR for a particular tax year was required to be filed on or before June 30 of the following year.

21. For all tax years since 2011, U.S. citizens, resident aliens, and legal permanent residents who held foreign financial and certain other foreign assets ("Reportable Foreign Assets") in excess of $50,000 at the end of the relevant tax year (or $75,000 at any point during the tax year) were required to file a Form 8938 disclosing such assets, including the account number and financial institution where the assets were held. Reportable Foreign Assets include foreign life insurance policies or annuities with cash surrender value. U.S. taxpayers residing abroad and paying taxes in a foreign jurisdiction are still required to file a Form 8938 but the reportable foreign assets thresholds are higher. As a general matter, a Form 8938 is filed with a taxpayer's Form 1040 tax return.

22. In addition, U.S. citizens, resident aliens, and legal permanent residents are required to pay a one-time 1% excise tax on the contributions to a foreign insurance policy, including those PPLI policies sold by Swiss Life's PPLI Carriers. Since at least 1967, U.S. persons have been required to report contributions to a foreign insurance policy and their payment of the excise tax associated with those contributions on a Form 720.

23. An IRS Form W-9, Request for Taxpayer Identification Number and Certification, is used by a U.S. person to provide a correct Taxpayer Identification Number to a financial institution that is required to report to the IRS all interest, dividends, and other earned income.

24. An "undeclared policy" was a policy held or beneficially owned by an individual subject to U.S. taxation and maintained in a foreign country that had not been reported by the individual holder or beneficial owner to the U.S. government on an income tax return or other applicable form, such as an FBAR, Form 8938, or Form 720, as required.

25. Swiss Life's PPLI Carriers were aware that U.S. taxpayers had a legal duty to report assets and income to the IRS, and to pay taxes on the basis of all their income, as described above. The PPLI Carriers also understood that U.S. taxpayers could not avoid such obligations by investing undeclared assets and income in a PPLI policy, and, as described in greater detail below, knew or should have known that some clients intended to use the PPLI policies for precisely that purpose. Prior to the IRS's clarification in 2010 of the FBAR reporting requirements applicable to foreign insurance policies, the PPLI Carriers' understanding was that U.S. persons did not have to report their holding of a Swiss Life PPLI policy on an FBAR. The PPLI Carriers also believed that, when their U.S.-tax-compliant PPLI products were properly used by a U.S. person, there would be no income tax liability until the amount withdrawn from a policy exceeded the total premium contributions. However, the PPLI Carriers also understood that when a U.S. person acquired a policy involving a non-U.S.-tax-compliant PPLI product, such as the LAP Universal or LAP Asia products, there could be ongoing tax liability arising from gains realized from trading or other investment activity in the policy investment account.

III. THE OFFENSE CONDUCT

26. During the Applicable Period, certain sales personnel of the PPLI Carriers marketed and sold PPLI policies to some U.S. persons under circumstances in which the PPLI Carriers knew, or should have known, that such U.S. persons were using the PPLI products for the purpose of concealing offshore assets and income from U.S. authorities and evading their U.S. tax obligations. The pursuit of prospective U.S. policyholders with undeclared assets was known to, and authorized by, members of management of the PPLI Business Unit, at least through the fall of 2009. As described more fully below, from the fall of 2009 through the end of 2011, the PPLI Carriers marketed and sold a number of PPLI policies to U.S. persons who funded such policies with undeclared assets.

A. Beginning in 2008, Certain Personnel Within the PPLI Business Unit Viewed U.S. Clients Leaving Swiss Banks as a Business Opportunity

27. In or about 2008, Swiss bank UBS AG ("UBS") publicly announced that it was the target of a criminal investigation by the IRS and the Department of Justice and that it would be exiting and no longer accepting certain U.S. clients. On February 18, 2009, the Department of Justice and UBS filed a deferred prosecution agreement in the Southern District of Florida in which UBS admitted that its cross-border banking business used Swiss privacy law to aid and assist U.S. clients in opening and maintaining undeclared assets and income concealed from the IRS. Since the UBS investigation became public, several other Swiss banks publicly announced that they were or are the targets of similar criminal investigations and that they would likewise be exiting and not accepting certain U.S. clients. These cases have been monitored by Swiss Life and the PPLI Business Unit since at least July of 2008.

28. Specifically, Swiss Life's PPLI Business Unit was aware that, beginning at least as early as the summer of 2008, UBS and other Swiss banks began terminating or reevaluating their business relationships with U.S. clients in response to increasing offshore tax-enforcement efforts by U.S. authorities. Certain management and sales personnel within the Swiss Life PPLI Business Unit, at least in 2008 and 2009, viewed these developments in the Swiss financial marketplace as a business opportunity to expand the PPLI Business through the onboarding of U.S. clients leaving UBS and other Swiss banks. For example, in July 2008, minutes from a Swiss Life Luxembourg management meeting describe "US Citizens" as a "new market niche," but caution that the "[t]he challenge for Swiss Life will be to identify depot [*sic*] banks accepting this sort of depot [*sic*] accounts (owner SLL, ultimate beneficial owner US clients)."

29. During the Applicable Period, sales personnel within the Swiss Life PPLI Carriers did, in fact, pursue this "business opportunity," meeting with numerous asset managers and bank representatives who had existing U.S. clients. Some of these potential U.S. clients were looking to open Swiss Life PPLI policies with declared assets, which were typically referred to as U.S. "CAS" — short for "comprehensive advice seeking" clients. For instance, in one February 2009 PPLI sales activity report, a Swiss Life Liechtenstein PPLI salesperson recorded a meeting with an employee of Swiss Bank-1 regarding "two American endlients [*sic*] CAS." In another sales activity report, a Swiss Life Liechtenstein PPLI salesperson recounted a meeting with an employee of Swiss Bank-2 looking to serve as an intermediary for certain U.S. clients in which the bank employee and PPLI salesperson discussed "how CAS [declared] U.S. persons can be

handled." And in yet another activity report, a different Swiss Life Liechtenstein PPLI salesperson recorded a meeting with a representative of Swiss External Asset Manager-1 who was "taking care of US-CAS only," and for whom the asset manager thought Swiss Life's PPLI "offering could be very interesting."

30. Increasingly, however, in 2008 and 2009, certain PPLI sales personnel pursued banks, asset managers, and other intermediaries who had U.S. clients seeking to open Swiss Life PPLI policies with assets that such sales personnel knew were undeclared, often because the clients were concerned about their existing offshore bank accounts or structures given increasing cross-border tax enforcement efforts by U.S. authorities or were being forced to leave by their existing offshore banks. In doing so, U.S. clients with undeclared assets were typically referred to as U.S. "NCAS" — short for "non-comprehensive advice seeking" clients. By way of example:

- A November 2008 activity report for one Swiss Life Liechtenstein salesperson recorded a meeting with representatives of Swiss External Asset Manager-2 who were "looking for a solution for their US-NCAS clients which are booked @ [Swiss Bank-3] and are forced to find a new bank [by] year end."

- In another activity report from October 2008, a different Swiss Life Liechtenstein PPLI salesperson recorded meetings with two representatives of Swiss External Asset Manager-3 with "U.S.-NCAS" clients, who were "especially searching for a solution for a US client who needs a new bank as he is presently at [Swiss Bank-3]."

- In a sales activity report the following month, a Swiss Life Liechtenstein PPLI salesperson recorded receiving a phone call from an employee of Swiss Bank-4, inquiring "about solutions for US persons (NCAS)." The PPLI salesperson told the employee that "on the phone [he] will only discuss the concept of PPLI and that solutions for the respective clients can only be discussed personally."

31. Members of management of the PPLI Business Unit knew about and authorized this conduct without regard to whether the U.S. clients were declared or undeclared. For example, in July 2008, a PPLI sales supervisor sent an email to senior sales personnel from the PPLI Business Unit in response to the recent announcement of the U.S. government's investigation of UBS, stating, "We do continue to promote our solutions for U.S. clients . . . ." A few weeks later in August 2008, the same PPLI sales supervisor relayed to senior sales personnel that a competitor, Liechtenstein Insurance Provider-1, had stopped doing business with U.S. clients and noted, "This is obviously an opportunity for us." And in a November 25, 2008 email, when a Swiss Life Liechtenstein salesperson asked whether Swiss Life Liechtenstein still accepted U.S. NCAS clients, the same sales supervisor responded that Swiss Life Liechtenstein accepts such clients "as long as we find a custodian bank."

32. The circumstances surrounding two related Swiss Life Liechtenstein PPLI policies that were opened by two Latin American business partners — one of whom was a U.S. national and the other was a dual citizen of the United States and their Latin American country of residence — around this time illustrate the pursuit of undeclared U.S. clients exiting their existing offshore bank accounts. The funds used for the initial premiums for both policies

originated from offshore accounts held at Swiss Bank-5, Swiss Bank-6, and Liechtenstein Bank-1, which were held in the name of Panamanian foundations and/or Panamanian companies beneficially owned by the U.S. taxpayers. When opening the policies in the summer of 2009, one of the two U.S. taxpayers — who frequently communicated with Swiss Life Liechtenstein personnel on both taxpayers' behalf — expressed urgency in transferring the funds out of their existing offshore accounts at Swiss Bank-5, Swiss Bank-6, and Liechtenstein Bank-1, as the banks were re-examining their relationships with U.S. clients. In an email from August 2009, he wrote, "I need to move my funds and if you can't accept them I'll move them elsewhere." In addition, both taxpayers communicated with Swiss Life Liechtenstein personnel using pseudonym email accounts. Notwithstanding these red flags, Swiss Life Liechtenstein sales personnel proceeded to open the policies.

33. Similar red flags were raised in connection with the termination of these policies. In December 2012, one of the U.S. taxpayers wrote to a Swiss Life Liechtenstein salesperson from their pseudonym email account, relaying that it was "important I speak to you about the recent changes to the dates now implementing [the Foreign Account Tax Compliance Act]." When he had not received a response two days later, the U.S. taxpayer wrote a second email with the new subject line, "[Name of PPLI Salesperson] WHERE ARE YOU" (capitals in original) and asked, "why can't we reach you. Do you still work for Swiss Life?" Both policies were terminated prior to the ultimate effective date of the Foreign Account Tax Compliance Act ("FATCA"), with the funds being transferred to accounts held at Swiss Bank-6 and Swiss Bank-7 that were beneficially owned by the U.S. taxpayers. Swiss Life Liechtenstein has not been able to confirm the historical tax-compliance status of these two policies.

34. In addition, in some sales meetings with intermediaries and clients during this period, certain sales personnel within the Swiss Life PPLI Carriers promoted the non-U.S.-tax-compliant LAP Universal and LAP Asia products for use by U.S. clients with undeclared assets. These products offered no legitimate U.S. tax-deferral benefits, but cost less than the U.S. tax-compliant PPLI products and also were not subject to the same investor control and diversification restrictions. As a result, they were often attractive to intermediaries with U.S. clients who sought to maintain undeclared assets offshore. For example:

- A November 2008 sales activity report recorded a meeting between a Swiss Life Liechtenstein PPLI salesperson and an employee of Swiss Bank-8 who reported that the bank had "quite a few US-NCAS which they would like to cover with a LAP."

- A September 2008 sales activity report recorded a meeting between a Swiss Liechtenstein PPLI salesperson and Swiss External Asset Manager-1 in which they discussed opening a Swiss Life LAP policy for the asset manager's "NCAS US-client EUR 2 Mio." The sales activity report also observed that Swiss External Asset Manager-1 "has plenty of NCAS-US and wants to work with us." In early October 2008, the same salesperson met with a representative of Swiss Bank-9 with a "US-NCAS (CHF 5 Mio.)" client and discussed opening an LAP Asia policy by "year end."

- In yet another instance, in December 2008, a Swiss Life Liechtenstein PPLI salesperson reported having a meeting with Swiss External Asset Manager-4 who had

undeclared U.S. clients. In that meeting, the PPLI salesperson explained to the asset manager that he "could cover NCAS-money with an LAP Uni[versal]" policy.

35. During the Applicable Period, a total of at least 34 LAP policies with approximately $59 million in total contributions, were issued to U.S. persons in circumstances as described above. Of these policies, at least nine — reflecting approximately $24 million in total contributions — were disclosed to the IRS as part of the beneficial owners' participation in the IRS's Offshore Voluntary Disclosure Program ("OVDP"), indicating the beneficial owners' historical non-compliance with their U.S. tax obligations with respect to their Swiss Life policies. Of the remaining 25 policies, the PPLI Carriers have been able to confirm reporting to the IRS in 2010 or later for eight policies, reflecting approximately $12 million in total contributions, and have been unable to confirm historical tax compliance or participation in OVDP for the remaining 17 policies (reflecting the remaining approximately $23 million in total contributions).

36. Swiss Life's PPLI Carriers custodied assets for U.S. clients at more than 45 banks in Switzerland (including a number of Category 1 banks and Category 2 banks from the Department of Justice's Swiss Bank Program) and banks in Austria, Belgium, Channel Islands, Germany, Gibraltar, Liechtenstein, Luxembourg, Malta, Monaco, Singapore, Sweden, and the United Kingdom. In particular, certain Swiss banks, namely, Swiss Bank-5, Swiss Bank-10, and Swiss Bank-11 each maintained more than 100 policy investment accounts for Swiss Life PPLI policies held and/or beneficially owned by U.S. clients of the PPLI Carriers. When Swiss Bank-12 encountered financial difficulties in or about 2008, Swiss Bank-5 acquired some 78 policy investment accounts for U.S. clients of Swiss Life Liechtenstein that had originally been custodied at Swiss Bank-12. Swiss Life also custodied assets at a precious-metals company in the Bailiwick of Jersey for a U.S. client.

B. Certain Sales Personnel Within the Swiss Life PPLI Business Unit Promoted the Use of Swiss Life's PPLI Products as a Means of Turning So-Called "Black" Money "White"

37. During the first seven months of 2009, certain Swiss Life Liechtenstein sales personnel promoted a specific use of Swiss Life Liechtenstein's U.S. tax-compliant PPLI products to a number of Swiss banks that had undeclared U.S. clients who might be interested in continuing to keep their assets undeclared and offshore notwithstanding the U.S. government's increased cross-border tax enforcement efforts. Pursuant to the approach, a U.S. taxpayer with undeclared assets held in a Swiss bank account (and documented at the bank as beneficially owned by the U.S. taxpayer) would transfer the undeclared assets into a PPLI policy using one of the U.S. tax-compliant PPLI products offered by Swiss Life's PPLI Carriers. In doing so, the U.S. taxpayer's undeclared assets would be custodied in a policy investment account held at the same (or, if preferred, a different) Swiss bank in the name of the Swiss Life PPLI Carrier instead of the name of the U.S. taxpayer/beneficial owner. The U.S. taxpayer would then keep the PPLI policy in force until after the perceived expiration of the statute of limitations for criminal tax liability under U.S. law.

38. Because the insurance policy involved a U.S. tax-compliant PPLI product, the tax on any income earned in the policy investment account would be deferred until withdrawn from

the policy, and so — it was believed — there would be no income-tax reporting obligation while the policy was in effect. Nor would the PPLI policy have to be reported on an FBAR pursuant to the PPLI Carriers' then view that the FBAR reporting requirements did not apply to Swiss Life's PPLI policies. Once the perceived statute of limitations had run, the assets in the PPLI policy — including any income earned — could be withdrawn from the policy on the belief that such assets would be free from further criminal legal challenge by U.S. authorities. In the words of the approach promoted by certain Swiss Life Liechtenstein PPLI sales personnel, the undeclared or so-called "black" money would have become legitimized or so-called "white" money.

39. In the summer of 2009, senior management of the PPLI Business Unit was informed that this approach had been promoted by certain sales personnel to as many as six different Swiss banks. In response, the PPLI Business Unit issued a warning to all PPLI sales personnel that such conduct violated company policies, and required sales personnel to declare in writing that they would not promote Swiss Life's PPLI products in this manner. The PPLI Business Unit also terminated one Swiss Life Liechtenstein salesperson suspected of having improperly promoted this approach. In addition, by in or about September 2009, the PPLI Business Unit replaced the existing tax disclaimer in the application forms for its U.S.-compliant PPLI products with what was viewed as a much more robust tax-compliance declaration. Supervisory personnel at each of the PPLI Carriers instructed PPLI sales personnel that the new declaration was required for issuance of a new U.S.-related PPLI Policy and they should expressly bring the requirement to the attention of potential U.S. policyholders and their intermediaries. The PPLI Business Unit's view was that, if the prospective U.S. policyholder could credibly provide the declaration when opening a PPLI policy, then the Swiss Life PPLI Carriers could not be responsible for assisting tax evasion.

40. Thereafter, some PPLI salespersons sought to strictly adhere to the new declaration requirements and avoided opening policies when they thought that the declaration was falsely given. Indeed, in a number of instances the declaration requirement resulted in prospective U.S. policyholders opting to pursue disclosure through OVDP instead of opening a PPLI policy. However, other sales personnel continued to open U.S.-related PPLI Policies under circumstances in which they knew, or consciously avoided knowing, that the tax compliance declaration provided by the U.S. policyholder was likely false, for example, by avoiding discussions with intermediaries or clients that might have raised questions about the credibility of the declaration being provided.

C. Swiss Life Singapore's Referral Relationship with Singapore Trust Company-1

41. In or around April 2009, Swiss Life Singapore formed a referral relationship with a Singapore-based trust company ("Singapore Trust Company-1") that introduced or was otherwise involved in 24 U.S.-related PPLI Policies issued by Swiss Life Singapore, including the two largest U.S.-related PPLI Policies issued by Swiss Life Singapore — two FCV policies funded by contributions totaling approximately $204 million.

42. As to 22 of those 24 PPLI policies, Singapore Trust Company-1 used a particular trust structure strategy that was intended to obscure a U.S. beneficial owner's connections to the policy. First, Singapore Trust Company-1 formed an offshore company to acquire a Swiss Life

Singapore PPLI policy and to serve as the policyholder of the policy (the "Policyholder Company"). Second, the Policyholder Company was placed inside of an offshore "purpose trust," whose sole purpose was to acquire and hold the shares of the Policyholder Company. The jurisdiction for the purpose trust was typically St. Kitts & Nevis; the Policyholder Company was typically a St. Kitts & Nevis "limited company" ("LC") or a Brunei corporation.

43. In connection with the purpose trust structure strategy, three additional corporate entities related to Singapore Trust Company-1 also played a role ("St. Kitts & Nevis LC-1," "Anguilla LC-1," and "Anguilla LC-2"). St. Kitts & Nevis LC-1 served as the trustee of the purpose trust, as well as the nominee shareholder of the Policyholder Company, which was intended to provide an added layer of confidentiality. Anguilla LC-1 served as the sole shareholder of St. Kitts & Nevis LC-1 and Anguilla LC-2 served as the director and authorized signatory of the Policyholder Company. Individuals at Singapore Trust Company-1 or one of its affiliates served as the individual directors of the Policyholder Company, St. Kitts & Nevis LC-1, Anguilla LC-1, and Anguilla LC-2. The following additional features of the "purpose trust" structure developed by Singapore Trust Company-1 were designed to further obscure the U.S. beneficial owner of the PPLI policy:

- To fund the policy, the U.S. beneficial owner did not make a direct payment of the policy premiums from the purpose trust structure into the policy investment account held by Swiss Life Singapore at the designated custodian bank; rather, the premium payments were to be made through one or more intermediate accounts held by Singapore Trust Company-1 and/or Swiss Life Singapore, which avoided reporting obligations that would have applied had the U.S. person contributed the money to the offshore Policyholder Company or the foreign purpose trust;

- Any partial surrender payments from the policy were to be made to the Policyholder Company and then distributed to the U.S. beneficial owner as a "long-term loan" from the Policyholder Company to the U.S. beneficial owner, which was not expected to be repaid; and

- The costs involved in setting up and administering the purpose trust structure were not to be paid by the U.S. client directly to Singapore Trust Company-1 or its affiliated companies but were recouped by Singapore Trust Company-1 through the share of the establishment fee and ongoing administration fees that it received in connection with the policy, which enabled the U.S. ultimate beneficial owner to avoid making periodic payments to Singapore Trust Company-1 or its affiliated companies that would have revealed their ownership and control of the PPLI policy.

44. In an email to Swiss Life Singapore personnel in early July 2009, Singapore Trust Company-1 summarized the "problem" that the purpose trust structure was designed to address: the U.S. client, who was attempting to remain undeclared, could not be linked to the Swiss Life Singapore PPLI policy that the U.S. client was acquiring, including through either an offshore trust (as its settlor or beneficiary) or an offshore corporation (as the shareholder), as this would trigger reporting obligations. Singapore Trust Company-1 explained that a "purpose trust" could address this issue and enable the U.S. person to remain undeclared, as they were not on paper

associated with the Policyholder Company or the purpose trust holding their Swiss Life PPLI policy that was funded with undeclared assets.

45. In certain instances, on instructions from authorized representatives of Singapore Trust Company-1, Swiss Life Singapore made policy surrender payments for the benefit of the U.S. beneficial owner of the PPLI policy through a bank account in the name of one of Singapore Trust Company-1's affiliated companies, typically St. Kitts & Nevis LC-1, which added a layer of concealment.

46. The U.S. beneficial owners of 12 of the 24 policies participated in OVDP, demonstrating historical non-compliance with their U.S. tax-related obligations with respect to their Swiss Life Singapore PPLI policies. For the remaining 12 policies, Swiss Life has been unable to confirm the U.S. beneficial owner's historical U.S. tax compliance or participation in OVDP during the course of its internal investigation. Nine of these remaining 12 policies were fully surrendered within six months of the FATCA-implementation deadline of June 30, 2014, likely indicating an effort by the policies' beneficial owners to avoid reporting of their policies to the IRS pursuant to FATCA.

D. Swiss Life Liechtenstein and Swiss Life Singapore's Use of Corporate Premium Accounts that Obscured Payments from U.S. Clients

47. Swiss Life Liechtenstein and Swiss Life Singapore maintained so-called corporate "premium accounts" at Liechtenstein Bank-1 and Swiss Bank-5, respectively. This type of corporate account could be and was used by Swiss Life Liechtenstein and Swiss Life Singapore for legitimate purposes, such as to collect and temporarily hold not-yet-invested PPLI policy premiums when a policy investment account had not yet been opened, or as a means of accumulating assets to be invested into a policy when such assets were held in disparate accounts or required more than the usual time to transfer. However, in a number of instances involving U.S.-related PPLI Policies issued during the Applicable Period, these premium accounts were used to obscure the U.S. beneficial ownership of the policy assets and/or to allow the custodian bank to take on or retain the U.S. client at a time when the bank was otherwise imposing restrictions on new and/or existing U.S. business.

48. For example, a Swiss Life Liechtenstein PPLI policy was opened by a U.S. taxpayer in late 2010. Previously, the beneficial owner's assets were held in accounts managed by Swiss Bank-13 and Swiss Bank-14 in the name of a Panamanian foundation beneficially owned by the U.S. person. Upon issuance of the policy, the same two Swiss banks acted as the custodian banks and asset managers for the policy investment accounts. The initial contributions of approximately $20 million were first transferred to Swiss Life Liechtenstein's premium account at Liechtenstein Bank-1 and were then sent directly back to policy investment accounts opened at Swiss Bank-13 and Swiss Bank-14 (the banks from which the funds originated) — despite the fact that the policy investment accounts were already open at the time the funds were transferred to Swiss Life Liechtenstein's premium account. As there was no need to use the premium account, it appears that these payment flows were used to help conceal the U.S. taxpayer's beneficial ownership of the policy, allowing the two banks to continue to keep the policyholder's assets under management. The estate of the beneficial owner of this policy entered OVDP in 2013.

49. The corporate premium account maintained by Swiss Life Singapore was initially opened in connection with the issuance of the two large Swiss Life Singapore FCV policies described above at Paragraph 41. These policies were introduced to Swiss Life Singapore by a Swiss-based business partner (Swiss Trust Company-1) of Singapore Trust Company-1. Consistent with the purpose trust structure used by Singapore Trust Company-1 as discussed above at Paragraphs 41-45, the policies were acquired by separate St. Kitts & Nevis limited companies, which were owned by a St. Kitts & Nevis purpose trust. The purpose trust was beneficially owned by a U.S. taxpayer who had long maintained undeclared assets offshore at Swiss Bank-5 through an account held in the name of an Isle of Man entity of which he was the beneficial owner. Singapore Trust Company-1 was involved in the set up and management of the structures holding the two policies, and a principal of Singapore Trust Company-1 served as the legal representative for both policies. For one policy, the U.S. taxpayer was the insured person and his spouse was the first beneficiary; for the other policy, the insured person was the wife of the U.S. taxpayer who, in turn, was the first beneficiary.

50. In or around September 2009, Swiss Life Singapore's head of sales met with a representative of Swiss Trust Company-1 and the U.S. client's long-time banker from Swiss Bank-5 to discuss the clients' needs and Swiss Life Singapore's PPLI products. Thereafter, in November 2009, the U.S. taxpayer owner established the two Singapore FCV policies with initial contributions of approximately $119 million.

51. Both of the policies were funded in a manner intended to help conceal the identity of the U.S. beneficial owner, consistent with the strategy of holding the policies in the purpose trust structure developed by Singapore Trust Company-1. The funds for the initial premiums for both policies:

- Originated from an account at Swiss Bank-5 held by an Isle of Man structure that was beneficially owned by the U.S. client;
- Were first transferred to an account held by Singapore Trust Company-1 at Singapore Bank-1;
- Were then transferred to Swiss Life Singapore's premium account, which was opened at Swiss Bank-5 from which the policy assets originated; and
- Were then transferred into the individual policy investment accounts that were also maintained at Swiss Bank-5, effectuating what was essentially a round-trip of the funds.

The policy investment accounts had already been opened at Swiss Bank-5 three weeks prior to the transfer of the initial premium assets using Swiss Life Singapore's premium account; thus, the transfers could have been made directly into the policy investment accounts at Swiss Bank-5. Two additional premium contributions from an account in the name of a Panamanian company held at Swiss Bank-13, which was beneficially owned by the same U.S. taxpayer and funded from his original undeclared account at Swiss Bank-5, were also transferred via Swiss Life Singapore's premium account at Swiss Bank-5. In or about December 2012, a final contribution

was transferred from European Bank-1 to a new, additional policy investment account that had been opened at or about the end of October 2012 at Swiss Bank-13.

52. In addition to helping conceal the identity of the U.S. beneficial owner of the two FCV policies, this funding structure also permitted Swiss Bank-5 to maintain the policy investment account and related assets that had been managed by the bank for many years at a time when the bank was reevaluating its business with U.S. clients. In a November 9, 2009 email, Swiss Bank-5 informed Swiss Life Singapore that it had "received today the funds back," acknowledging that the assets custodied at the bank in the policy investment accounts had also originated from the bank.

E. Other PPLI Business Unit Conduct

53. In addition to the foregoing conduct, during the Applicable Period, certain sales personnel within the Swiss Life PPLI Business Unit engaged in other conduct in connection with opening or administering U.S.-related PPLI Policies under circumstances in which those sales personnel either knew or should have known that their conduct was assisting U.S. clients in using their Swiss Life PPLI policies to conceal offshore assets and income from U.S. authorities and evade their U.S. tax-related obligations. For example:

- In certain cases, U.S.-related PPLI Policies were funded or terminated through asset transfers from/to an account maintained by a third party associated with the policyholder, such as an offshore law firm or intermediary. For example, the assets used to fund one policy established in November 2009 originated from bonus payments that the U.S. policyholder had accumulated in Swiss Bank-14. Before the funds were transferred to the policy investment account at Swiss Bank-15, they were first transferred to an account in the name of the policyholder's Swiss law firm at Swiss Bank-16. Two partial surrender payments and the full surrender payment from the policy were made to the account of the same Swiss law firm at Swiss Bank-16. The policyholder subsequently participated in OVDP.

- In certain cases, Swiss Life PPLI personnel assisted U.S. taxpayers in establishing and maintaining Swiss Life PPLI policies in the name of a foreign relative with the effect of obscuring the U.S. nexus of the assets used to fund the policy or to repatriate the U.S. taxpayer's undeclared assets through a sham death payout. In one such instance, a Swiss Life Liechtenstein LAP policy was purchased in March 2009 in the name of an elderly foreign man — who was also listed as the insured person and beneficial owner of the policy. The policy was funded by a single-premium contribution of just under $900,000 from an account held in the name of a Liechtenstein foundation at Swiss Bank-6. As the beneficiary of the policy, which was custodied at Swiss Bank-17, the policy listed the U.S. child of a close U.S. relative of the foreign man. The policy application materials strongly suggested that the Liechtenstein foundation that funded the policy was beneficially owned by the U.S. relative of the elderly foreign man. Notwithstanding these red flags, Swiss Life Liechtenstein personnel issued the policy to the foreign man without further inquiry into the true beneficial ownership of the policy's underlying assets. Upon the elderly foreign man's death in early 2013, the death claim was paid out to the U.S.

beneficiary — again, without inquiry as to the true beneficial ownership of the policy funds.

- In certain cases, U.S.-related PPLI Policies issued by Swiss Life Liechtenstein involved transfers of physical gold, other precious metals, or precious gemstones into or out of the policy investment account, presumably for the purpose of avoiding detection by U.S. authorities. For example, in November 2012, a U.S. policyholder of a Swiss Life Liechtenstein PPLI policy custodied at Swiss Bank-5 requested a full surrender in physical gold to be transferred to a precious-metals brokerage-and-storage company (affiliated with Swiss External Asset Manager-5, a frequent intermediary of Swiss Life Liechtenstein PPLI policies) because the policyholder wanted to keep the assets "out of the banking system." Subsequently, five one-kilogram gold bars and 25 one-kilogram silver bars were sent to Swiss Bank-18. In another case, in February 2013, the U.S. policyholder of a Swiss Life Liechtenstein PPLI policy custodied at Swiss Bank-19 requested a full surrender in order to purchase diamonds. The policyholder's stated reason for the surrender request was the belief that "investing in diamonds is better for US citizens." Shortly thereafter, the policy assets of nearly $470,000 were transferred to an account held at Swiss Bank-20, the assets were exchanged for diamonds, and the policyholder and the policyholder's spouse picked up the gemstones in person during a trip to Zurich.

- The PPLI Carriers allowed policyholders to designate an authorized recipient — typically the policyholder's asset manager or other foreign representative — to receive policy documents and custodian investment-account statements, rather than having those documents sent directly to the policyholder, who may have been residing in the United States. And in some instances, one of the Swiss Life PPLI Carriers itself held the documents and correspondence for the policyholder. In one example, a Swiss Life Singapore PPLI policy was issued to a U.S. person in September 2009 with funds from a Panamanian trading company that he owned and operated from Venezuela, Panama, and the United States. These funds were previously held at Swiss Bank-21 in Switzerland. Rather than provide a taxpayer identification number and other tax information to Swiss Bank-21, the U.S. person moved his funds into a Swiss Life Singapore PPLI policy custodied at Swiss Bank-5. To further conceal his interest in the policy's underlying assets, and shortly after opening the policy, the policyholder submitted a request — first, to change his listed residence to a Venezuelan address, and then to designate Swiss Life Singapore as the recipient of his policy-related correspondence. The policyholder explained that he required this arrangement because he was "in process of establishing a new domicile and will inform you when complete." This explanation was accepted without further inquiry. In August 2019, a federal grand jury in Florida returned an indictment, charging the policyholder with failing to disclose his interest in financial accounts — including his interest in his Swiss Life Singapore PPLI policy — on FBARs, among other tax-related offenses. The policyholder remains a fugitive residing in a jurisdiction from which he is not subject to extradition.

- In two other instances, Swiss Life Liechtenstein opened and maintained policies that were beneficially owned by U.S. persons who were subsequently charged with and

pleaded guilty to tax-related offenses involving their Swiss Life PPLI policies. The first of these policies involved a U.S. person who opened a Swiss Life Liechtenstein PPLI policy in 2007 in order to hold undeclared assets that he had previously maintained in a life insurance policy issued by Swiss Insurance Provider-1. During the lifespan of the policy, which was originally custodied at Swiss Bank-12 and then Swiss Bank-10, the policyholder took measures to conceal his connections to those accounts. For example, the policyholder told his asset manager (Swiss External Asset Manager-5) that he appreciated "cloaked correspondence," and in April 2010, he instructed Swiss External Asset Manager-5 to use "NO name, letterhead, etc." In October 2019, the policyholder pleaded guilty to tax-related offenses associated with his Swiss Life Liechtenstein policy. As he admitted in his plea agreement, the policyholder did not report the PPLI policy on FBARs or on his tax returns.

- The second of these cases involves another U.S. person who, beginning in or about 1993, stopped filing income tax returns and paying taxes owed to the IRS. In 1999, the U.S. person began moving his money into offshore insurance annuities and policies to help conceal his undeclared assets. In June 2007, Swiss External Asset Manager-5 opened a Swiss Life Liechtenstein PPLI policy on his behalf, to which the policyholder made multiple contributions of undeclared assets. The policy investment account was originally custodied at Swiss Bank-10 and was subsequently moved to Swiss Bank-22. Starting in 2013, Swiss Life Liechtenstein, Swiss External Asset Manager-5 and Swiss Bank-22 requested that the policyholder demonstrate proof of historical tax compliance, which he could not do since he had stopped making tax filings years earlier. As a result, Swiss Bank-22 eventually liquidated the portfolio in the policy investment account and transferred approximately $800,000 in cash to a corporate account held by Swiss Life Liechtenstein. In January 2020, the policyholder pleaded guilty to a tax offense in connection with his Swiss Life Liechtenstein PPLI policy. As he admitted in his plea agreement, the policyholder did not report his PPLI policy on FBARs or on tax returns.

- In certain cases, Swiss Life's PPLI Carriers opened PPLI policies for U.S. persons with dual nationality using their foreign passport or other foreign identification documents in order to obscure the U.S. status of the policyholder and/or beneficial owner of the policy.

F. The La Suisse & Swiss Life Domestic Books of Business

54. In 1988, Swiss Life acquired Swiss-based insurance company, La Suisse, Société d'assurances sur la vie ("La Suisse"), which had a life insurance-related business among the different insurance business lines it operated. Part of La Suisse's business involved single- and periodic-premium fixed-annuity policies, as well as mixed-insurance products. Unlike Swiss Life's PPLI policies, these products did not involve an individual investment account managed by a third-party investment manager. Instead, these products promised periodic or lump-sum payments starting at a date set in the future or on the occurrence of a particular event. La Suisse operated as an independent subsidiary of Swiss Life until 2005, at which point Swiss Life wound down the business by selling off the non-life insurance businesses and no longer issuing new La Suisse policies. In 2007, the La Suisse book of life insurance policies that were still in force at

the time was integrated with Swiss Life's domestic Swiss business operated by Swiss Life AG ("SLAG").

55. While La Suisse's business was principally focused on the domestic Swiss market, beginning in or about the mid-1970s and continuing until in or about 2003, La Suisse did business with certain third-party intermediaries, including Swiss External Asset Manager-6, which had U.S. clients as part of their respective businesses. These intermediaries ultimately were responsible for the issuance of a significant number of La Suisse policies to U.S. persons, many of which were still in force during the Applicable Period. In certain instances, La Suisse personnel knew, or should have known, that La Suisse policies were sold to U.S. clients who funded their policies with undeclared assets or otherwise were using such policies for the purpose of evading their U.S. tax obligations.

56. La Suisse maintained an aggregate total of approximately 3,728 U.S.-related Policies during the Applicable Period, the vast bulk of which were issued prior to 2000. These policies in the aggregate had total premium contributions of approximately $131.5 million. At least 15 U.S. persons holding La Suisse policies participated in OVDP.

57. SLAG offered a wide variety of its own life insurance, annuity, and other insurance and pension products to individuals and corporate clients. SLAG also worked with intermediaries, including Swiss External Asset Manager-6, some of which had U.S. clients. In certain instances, SLAG personnel knew, or should have known, that SLAG policies were sold to U.S. clients who funded their policies with undeclared assets or otherwise were using such policies for the purpose of evading their U.S. tax obligations.

58. SLAG maintained an aggregate total of approximately 1,760 U.S.-related Policies during the Applicable Period. These policies in the aggregate had total premium contributions of approximately $146.1 million. At least four U.S. persons holding SLAG policies participated in OVDP.

59. As a result of, and in conjunction with, the conduct described above in paragraphs 1-58, certain U.S. taxpayer-clients filed false and fraudulent income tax returns electronically and by U.S. mail that failed to report their Swiss Life PPLI policies and related policy investment accounts, and the income earned thereon, to the IRS as required.

IV. REMEDIAL MEASURES AND CESSATION OF U.S.-RELATED PPLI BUSINESS

60. During the Applicable Period, Swiss Life's PPLI Business Unit took a number of steps to help prevent Swiss Life's PPLI products being marketed to U.S. taxpayers for the purpose of concealing undeclared, offshore assets from U.S. authorities, and evading their U.S. tax-related obligations, culminating in the cessation of new business with U.S. clients in the fall of 2012.

Remedial Measures (2008-2012)

61. In December 2008, Swiss Life introduced a formal Code of Conduct specific to the PPLI Business Unit. That Code of Conduct prohibited employees from assisting in criminal activity, using or marketing Swiss Life's PPLI products beyond their designed scope, and giving tax advice. In early 2009, Swiss Life amended its confidential offering memoranda for U.S. tax-compliant PPLI products to include an explicit disclaimer, which provided as follows: "Policyholder certifies that Policyholder has consulted with a tax advisor licensed to provide tax advice in Policyholder's tax jurisdiction and that Policyholder is solely responsible for reporting and paying all taxes resulting from the purchase of the Policy. Swiss Life or any entity or person who acts on behalf of Swiss Life does not provide any tax, legal and/or regulatory advice." At or about the same time, PPLI Business Unit management emphasized to PPLI sales personnel that only U.S. tax-compliant PPLI products should be sold to U.S. persons. Formal measures to implement this guidance were not taken until a year later, and it appears that some sales personnel from the PPLI Carriers may have continued to meet with intermediaries with US-NCAS clients through at least August 2009.

62. As set forth above, in or about September 2009, the Swiss Life PPLI Business Unit implemented an enhanced tax-compliance declaration for the U.S. tax-compliant PPLI products following reports that certain salespersons were promoting a specific use of such products to facilitate tax evasion. The new declaration required policyholders to affirm in writing that they had (i) "declared all assets that will be used to purchase this policy and that might be transferred in the future into the policy," and (ii) "fulfilled all tax obligations connected with such assets in the policy." In January 2010, the Swiss Life PPLI Business Unit inserted a non-U.S. person status declaration into all of its non-U.S. PPLI products, including the LAP Universal and LAP Asia products that had sometimes been used by U.S. clients with undeclared assets. This declaration required a potential policyholder to confirm that they were not a U.S. person, and was intended to prevent non-U.S. tax compliant products from being issued to U.S. persons.

63. By early 2012, Swiss Life began taking steps to wind down the Swiss Life PPLI Carriers' business with U.S. clients. By in or about March 2012, the PPLI Carriers could only take on new U.S. clients on a case-by-case basis with prior senior supervisory approval from Swiss Life's international business unit. New U.S. policyholders were required to provide a recent Form W-9, an FBAR or Form 8938, and other information confirming their U.S. tax compliance. In addition, the Swiss Life PPLI Business would no longer actively market or promote its PPLI products for use by U.S. clients. Consistent with this new approach, the Swiss Life PPLI Carriers issued only nine new PPLI policies to U.S. persons during the remainder of 2012.

64. In August 2012, Swiss Life determined that it would no longer accept any new U.S.-related PPLI Policies, even on a case-by-case basis. In November 2012, Swiss Life prohibited additional contributions to existing U.S.-related PPLI Policies, although a small number of contributions that had been approved at an earlier point in the year were executed after that time. While Swiss Life's PPLI Carriers could not unilaterally terminate U.S.-related PPLI Policies due to restrictions imposed by relevant insurance laws in Liechtenstein, Luxembourg, and Singapore, Swiss Life also began taking steps to reduce its existing book of

U.S.-related PPLI Policies by December 2012, including by encouraging U.S. policyholders to terminate their policies. As a result of these efforts, a significant number of U.S.-related PPLI Policies were closed in 2012 and 2013. However, because of the termination restrictions, the Swiss Life PPLI Carriers continued to maintain and administer undeclared U.S.-related PPLI Policies until FATCA implementation as described below in paragraphs 66-67.

65. For most of the Applicable Period, Swiss Life generally employed a decentralized compliance model in which business units, including the PPLI Business Unit, had primary responsibility for compliance subject to oversight by higher levels within the group, as well as group involvement when a significant issue arose. The compliance-related measures implemented by the PPLI Business Unit prior to 2012 ultimately proved to be ineffective in preventing PPLI policies from being sold by the PPLI Carriers to undeclared U.S. clients as a means to help conceal offshore assets and income and otherwise evade their U.S. tax obligations.

FATCA Implementation

66. Thereafter, Swiss Life's PPLI Carriers took meaningful steps to prepare for and implement FATCA. Beginning as early as February 2014, the PPLI Carriers began sending outreach letters to existing U.S.-related clients. These letters informed policyholders that Swiss Life would be participating in FATCA, requested tax-compliance documentation and a waiver that would permit the disclosure to U.S. authorities required under FATCA, and encouraged policyholders to pursue OVDP to the extent that they might have historical tax-compliance issues relating to their PPLI policies. A follow-up round of outreach letters was sent to those policyholders who did not respond to the initial letters.

67. In addition, pursuant to FATCA, all three Swiss Life PPLI Carriers were required to identify all "pre-existing High Value Accounts" (*i.e.*, still-existing accounts with a balance greater than $1 million that were opened before July 1, 2014) by June 30, 2015. By year-end 2014, the PPLI Carriers had not only completed their due diligence to identify all High-Value Accounts but had also identified all "pre-existing Low Value Accounts" (*i.e.*, still-existing accounts with a balance less than $1 million that were opened before July 1, 2014). All three PPLI Carriers reported all pre-existing U.S.-related PPLI Policies irrespective of policy amount in 2015 for the 2014 reporting year, well before the reporting deadline. Overall, approximately 60% of the total contributions to U.S.-related PPLI Policies open during the Applicable Period were the subject of FATCA reporting by the PPLI Carriers.

Additional Remedial Measures

68. Finally, in 2018, Swiss Life adopted a new mandatory diligence process for new clients and contributions to or surrenders from existing policies. This "Extended U.S. Connection Policy" is designed to identify any potential U.S. connection of the prospective or existing policyholder. Relevant U.S. connections go beyond formal FATCA indicia, and include significant time spent in the United States, birth of a child in the United States, substantial U.S. asset holdings, a pension from a U.S.-based company and other "U.S. connections" that might suggest past or current U.S. status. If a "U.S. connection" is identified, the case is escalated to compliance which, in collaboration with outside counsel, reviews the case and conducts additional diligence, requests additional information and/or documentation from the prospective

or existing policyholder, including when appropriate a historical U.S. Status Declaration to explain, under penalty of perjury, why the identified U.S. connections do not reflect current U.S. taxpayer status, and makes a final determination as to whether the PPLI Carrier should proceed with the new policy or transaction for an existing policy.

V. COOPERATION

69. Swiss Life began cooperating with the Department of Justice in September 2017, following the Department's initiation of contact. Since then, Swiss Life's cooperation with the Department's investigation has been substantial, continuous and robust, and ultimately has provided meaningful assistance to the Department's cross-border tax-enforcement efforts.

70. Swiss Life has conducted a thorough and holistic internal investigation and provided the Department with the broadest scope of requested information permissible under applicable law. This included a detailed, manual review of over 1,500 hard-copy PPLI policy files. This review included PPLI policies beyond those simply having formal "U.S. indicia" under FATCA in order to ensure that potential hidden U.S. beneficial owners were identified, and also included quality-control reviews of a number of "higher-risk" populations of policies with no U.S. indicia, including those with connections to asset managers or intermediaries known to have significant U.S. books of business. Swiss Life presented detailed findings and analyses of its investigation over the course of 11 substantive in-person, telephonic or virtual presentations, and numerous substantive telephone calls and written submissions.

71. In addition, in the course of its investigation, the PPLI Carriers conducted extensive outreach to current and former U.S. clients to confirm historical tax compliance and/or OVDP participation, and to encourage disclosure through OVDP when policyholders' historical tax-compliance issues had not yet been resolved. Through these efforts, a number of current or former PPLI policyholders formally disclosed their previously undisclosed policies to the IRS through OVDP.

72. Swiss Life has also provided substantial assistance in the Department's investigation of other individuals and entities. In 2014 and 2015, Swiss Life procured data- and insurance-secrecy waivers from policyholders in order to assist Swiss banks participating in the Swiss Bank Program or that were otherwise under investigation by DOJ. Doing so allowed these banks to share information with U.S. authorities concerning U.S. taxpayer-clients whose policies were custodied at those banks. In total, Swiss Life procured waivers from policyholders resulting in the disclosure of policyholder information to U.S. authorities for at least 111 U.S.-related PPLI Policies.

73. Swiss Life also developed a consent process that permitted it to provide the Department with detailed information concerning the custodian banks that held investment accounts for U.S.-related PPLI Policies consistent with applicable law. And Swiss Life provided multiple in-depth proffers concerning Swiss Life's historical relationship with certain asset managers and custodian banks of interest to DOJ's ongoing U.S. cross-border tax enforcement efforts.

74. Finally, Swiss Life took additional measures to assist in the sharing of documents and information with the Department consistent with the insurance-confidentiality and data-privacy laws in the jurisdictions in which Swiss Life's PPLI Carriers operate. Swiss Life has assisted U.S. authorities in preparing a Tax Information Exchange Agreement request to the Liechtenstein authorities for information pertaining to potentially undeclared U.S.-related PPLI Policies issued by Swiss Life Liechtenstein. Swiss Life Singapore has also facilitated the provision of information to U.S. authorities on potentially undeclared U.S.-related PPLI Policies issued by Swiss Life Singapore in a manner consistent with applicable Singapore law.

Exhibit D

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	
Plaintiff,	:	VERIFIED COMPLAINT
-v.-	:	21 Civ. ___
$35,782,375 IN UNITED STATES CURRENCY,	:	
Defendant *in rem*.	:	

Plaintiff United States of America, by its attorneys, AUDREY STRAUSS, United States Attorney for the Southern District of New York, and STUART M. GOLDBERG, Acting Deputy Assistant Attorney General for Criminal Matters for the United States Department of Justice Tax Division, for its Verified Complaint

(the "Complaint") allege, upon information and belief, as follows:

I. JURISDICTION AND VENUE

1. This action is brought by the United States of America pursuant to 18 U.S.C. § 981(a)(1)(C), seeking the forfeiture of $35,782,375 in United States Currency (the "Defendant Funds").

2. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1345 and 1355.

3. Venue is proper pursuant to 28 U.S.C. § 1355(b)(1)(A) because acts and omissions giving rise to the forfeiture took place in the Southern District of New York.

4. The Defendant Funds constitute proceeds of mail and wire fraud, and are thus subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 981 (a)(1)(C).

II. NATURE OF THE ACTION

5. As alleged in *United States v. SWISS LIFE HOLDING AG, SWISS LIFE (LIECHTENSTEIN) AG, SWISS LIFE (SINGAPORE) PTE. LTD., and SWISS LIFE (LUXEMBOURG) S.A.*, 21 Cr. [xxx] (xxx) (the "Swiss Life Information", attached as Exhibit A and incorporated by reference herein), from at least in or about January 2005 up

through and including at least in or about December 2014, Swiss Life Holding AG, a Swiss insurance holding company, and three of its subsidiaries, Swiss Life (Liechtenstein) AG, Swiss Life (Singapore) Pte. Ltd., and Swiss Life (Luxembourg) S.A. (collectively, "Swiss Life"), conspired with others known and unknown to defraud the United States of certain taxes due and owing by concealing from the United States Internal Revenue Service ("IRS") undeclared insurance policies and related policy investment accounts owned by U.S. taxpayer-clients of Swiss Life. On or about April [xxx], 2021, the United States Attorney's Office for the Southern District of New York and the Department of Justice Tax Division (the "Offices") and Swiss Life entered into a deferred prosecution agreement (the "DPA," attached as Exhibit B and incorporated by reference herein).

6. As set forth in the Statements of Facts, attached as an exhibit to the DPA and incorporated by reference herein, the fraud conspiracy alleged in the Swiss Life Information involved the use by U.S. taxpayer-clients of Swiss Life of the U.S. mails, private or commercial interstate carriers, or interstate wire communications to submit individual federal income tax returns to the IRS that were materially false and fraudulent in that these returns failed to disclose the

existence of such taxpayers' undeclared policies and related policy investment accounts or the income earned in such accounts. As a result of the conduct, Swiss Life received approximately $35,782,375 in gross fees paid by U.S. taxpayers with undeclared policies.

III. THE DEFENDANT-IN-REM

7. Under the DPA, Swiss Life agreed to forfeit $35,782,375. Pursuant to the DPA, Swiss Life transferred the Defendant Funds to the United States in the Southern District of New York as a substitute *res* for gross proceeds from its scheme to defraud the United States as set forth in the Swiss Life Information. Swiss Life agrees that the Defendant Funds are subject to civil forfeiture to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) as proceeds of mail and wire fraud.

IV. CLAIM FOR FORFEITURE

8. The allegations contained in paragraphs one through seven of this Verified Complaint are incorporated by reference herein.

9. Title 18, United States Code, Section 981(a)(1)(C) subjects to forfeiture "[a]ny property, real or personal, which constitutes or is derived from proceeds traceable to a violation of . . . any offense constituting

'specified unlawful activity' (as defined in section 1956(c)(7) of this title), or a conspiracy to commit such offense."

10. "Specified unlawful activity" is defined in 18 U.S.C. § 1956(c)(7) to include any offense under 18 U.S.C. § 1961(1). Section 1961(1) lists as offenses both mail fraud (18 U.S.C. § 1341) and wire fraud (18 U.S.C. § 1343).

11. By reason of the above, the Defendant Funds are subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C).

WHEREFORE, plaintiff the United States of America prays that process issue to enforce the forfeiture of the defendant *in rem* and that all persons having an interest in the defendant *in rem* be cited to appear and show cause why the forfeiture should not be decreed, and that this Court decrees forfeiture of the defendant *in rem* to the United States of America for disposition according to law, and that this Court grant plaintiff such further relief as this Court may deem just

and proper.

Dated: New York, New York
{xxx], 2021

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VERIFICATION

AMY LINDNER, pursuant to Title 28, United States Code, Section 1746, hereby declares under penalty of perjury that she is a Special Agent with the Internal Revenue Service, Criminal Investigation; that she has read the foregoing Verified Complaint and knows the contents thereof; that the same is true to the best of her knowledge, information and belief; and that the sources of her information and the grounds of her belief are her personal involvement in the investigation, and conversations with and documents prepared by law enforcement officers and others.

Executed on April ___, 2021.

_____
AMY LINDNER
Special Agent
Internal Revenue Service,
Criminal Investigation