Einlagensicherungsfonds

By-laws of the Deposit Protection Fund

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By-laws of the Deposit Protection Fund

Section 1: Deposit Protection Fund

A Deposit Protection Fund of German Banks (Einlagensicherungsfonds deutscher Banken), hereinafter referred to as the "Fund", has been established as a dependent special fund within the Association of German Banks (Bundesverband deutscher Banken), hereinafter referred to as the "Association of German Banks".

Section 2: Purpose of the Fund

1. The purpose of the Fund is to provide assistance in the interest of depositors in the event of imminent or actual financial difficulties of banks, particularly when the suspension of payments is imminent, in order to prevent the impairment of public confidence in the private banks.

2. All measures apt to be of assistance may be taken in the implementation of the purpose described in (1), in particular payments to individual creditors, primarily in accordance with Section 6 hereof, payments to banks, the assumption of guarantees or the assumption of obligations in connection with action taken under Section 46 of the German Banking Act (Kreditwesengesetz).

Section 2a: Participation in the Fund

1. [1] All banks (including domestic branches of foreign banks within the meaning of Section 53 (1) and Section 53b (1) respectively of the German Banking Act) which are members of the Association of German Banks, hereinafter referred to individually as "bank", shall be obliged to participate in the Fund unless exempted from participation under (2). [2] Domestic branches of foreign banks within the meaning of 53 (1) and Section 53b (1) respectively of the German Banking Act shall be additionally subject to the "Supplementary arrangements for the participation of branches of foreign banks in the Deposit Protection Fund" annexed to these By-laws.

2. Upon application, exemption from participation in the Fund may be granted to branches of foreign banks.

3. Banks which are extraordinary members of the Association of German Banks shall not participate in the Fund.

Section 3: Conditions for participation in the Fund

1. The conditions for participation in the Fund shall be that

   (a) the bank has the resources needed for business operations that satisfy the requirements on the basis of which the competent supervisory authority grants licences to conduct banking business under Sections 32 and 33 of the German Banking Act and

   (b) the bank has at least two managers who possess the necessary personal qualifications and trustworthiness; in this context, the necessary personal qualifications shall, in particular, require that the individuals in question have extensive banking experience and offer assurance for a business policy which excludes the jeopardising of deposits and complies with the principles laid down in (d) and

   (c) no facts exist which indicate that the owner of a qualified participating interest (Section 1 (9) of the German Banking Act) or their legal representative or representative according to the articles of association or general partner is not trustworthy or for other reasons fails to satisfy the requirements to be set in the interest of a sound and prudent management of the bank and

   (d) the bank can demonstrate that it has a sustainable business model and

   (e) the bank has a balanced overall result in current business operations, maintains the necessary liquidity and satisfies the requirements to be set for the orderly conduct of banking business in accordance with the provisions of the German Banking Act and

(f) the bank is a member of the Auditing Association of German Banks (Prüfungsverband deutscher Banken), hereinafter referred to as the "Auditing Association", and

(g) the bank satisfies at least the requirements which lead to placement in the BBB+ rating category under the credit rating procedure pursuant to Section 4a and

(h) the bank satisfies the requirements for membership of the Association of German Banks, has filed an application for membership in accordance with Section 6 (6) of the Articles of Association of the Association of German Banks, and the Board of Directors has declared that, following confirmation of participation in the Fund, no obstacles to membership exist.

2. Participation in the Fund shall begin as soon as the newly admitted bank has paid the advance on the annual contribution for the year of admission and the one-time payment pursuant to Section 5a (7) and has furnished the declarations pursuant to Section 5 (2) and (10) and the Association of German Banks has subsequently confirmed its participation.

Section 4: Termination of participation in the Fund

1. Participation in the Fund shall terminate

(a) upon termination of membership of the bank in the Association of German Banks or

(b) upon termination of membership of the bank in the Auditing Association or

(c) upon exclusion from participation in the Fund.

2. A bank may be excluded from participation in the Fund

(a) if the bank does not meet, or no longer meets, the conditions for its participation in the Fund set out in Section 3 (1) (a) - (e) or if it does not submit the declaration in accordance with Section 5 (10), lit. 3, even upon request, or

(b) if, following the credit rating procedure pursuant to Section 4a, it has been placed in category B- or a lower category and an improvement in the credit rating is not anticipated, or

(c) if, following the deposit rating procedure pursuant to Section 4b, it has been placed in the category DR 6 or a lower category and an improvement in the credit rating is not anticipated.

The provisions in Section 12 must be applied in order to exclude a bank from participating in the Fund as a disciplinary measure in the event of a breach of duty.

3. [1] Exclusion from participation in the Fund shall be threatened with six months' notice.

(a) [2] In the case of (2) (b), exclusion may only be threatened if

(i) according to the credit rating, the bank belongs to rating category B- or a lower category for more than two years in succession or

(ii) according to the credit rating, the bank (A) belongs to rating category B- or lower and (B) before the two-year deadline has passed, pursuant to (i), has, based on at least two deposit ratings within a time period of at least 12 months, been assigned the rating category DR 5 or lower.

(b) [3] In the case of (2) (c), exclusion may only be threatened if the bank belongs to rating category DR 6 or a lower category for at least six months based on at least two deposit ratings.

4. [1] The Board of Directors of the Association of German Banks shall decide on exclusion after hearing the bank concerned. [2] The Board shall consider in its decision whether, measured against the interests of the Fund, exclusion constitutes an unreasonable hardship for the bank.

5. [1] A decision of the Board of Directors concerning the exclusion of a bank shall be communicated to such bank in writing; the decision shall become effective one month after receipt thereof by the bank. [2] The bank may request a review of the decision by the Delegates' Assembly (Delegiertenversammlung) of the Association of German Banks; such request

to the Delegates' Assembly shall be made by written notice to the offices of the Association of German Banks which must reach the Association of German Banks within the period stated in the second half of lit. 1. [3] The request to the Delegates' Assembly of the Association of German Banks shall have suspensive effect. [4] Exclusion shall not take place if the Delegates' Assembly of the Association of German Banks objects to the exclusion by a majority of votes cast. [5] The decision of the Delegates' Assembly shall be communicated to the bank in writing and shall become effective one month after receipt by the bank.

6. [1] If a participating interest is acquired in a bank by means of which the acquirer holds the majority of the voting rights or capital or can otherwise directly or indirectly exercise a dominant influence within the meaning of Section 5 (10), the bank's participation in the Fund shall terminate without any proceedings for exclusion after expiry of a period of nine months from the date of acquisition of the participating interest, irrespective of whether such a participating interest is sold on within this period to another person or another enterprise. [2] Participation in the Fund shall not terminate if

   (a) the Association of German Banks was given the opportunity beforehand to ascertain that the owner of a qualified participating interest (Section 1 (9) of the German Banking Act) or their legal representative or representative according to the articles of association or general partner is trustworthy and otherwise satisfies the requirements to be set in the interest of a sound and prudent management of a bank (qualification) and

   (b) within the period specified in lit. 1 all facts are disclosed that allow the conclusion of trustworthiness and qualification and dispel any doubts about these and thus all the required examination findings were made possible.

   [3] The Association of German Banks may extend the period or, where participation has already terminated, allow provisional readmission for a limited time.

7. [1] Banks whose participation in the Fund terminates shall remain liable to pay the annual contribution to the extent that and for as long as deposits held by the bank continue to be protected by the Fund pursuant to Section 6 (including pursuant to Section 6 (18)) as per Section 6 (14). [2] Deposits that are made after termination of participation in the Fund and that are no longer protected pursuant to Section 6 (14) shall be omitted when determining the assessment basis within the meaning of Section 5a (3), lit. 1. [3] In addition, the provisions of the present By-laws, including the obligations arising therefrom, particularly the obligation to indemnify the Association of German Banks for losses, to submit information, to tolerate audits and to issue and comply with requirements, shall apply to the bank whose participation in the Fund has terminated for as long as any deposits of the bank are protected (Section 6 (14)). [4] The Association of German Banks may delegate the performance of such audits for the period from termination of participation in the Fund until termination of protection of deposits to the Auditing Association or another suitable third party; such delegation must be notified to the bank concerned in writing. [5] In the event of such delegation of the tasks of the Auditing Association to another suitable third party, all references in the present By-laws to the Auditing Association shall apply analogously to any other suitable third party appointed by the Association of German Banks.

8. [1] The bank whose participation in the Fund has terminated shall provide on request to the Auditing Association details and proof of the deposits still protected under the By-laws. [2] The details and proof may be verified on the basis of the provisions contained in the present By-laws and in the Articles of the Auditing Association on the furnishing of information, the presentation of documents and proof and the performance of on-site audits. [3] Where such details or proof are not provided in due time, the most recently determined assessment basis, own funds factor and loss buffer ratio shall continue to apply for the purpose of calculating the annual contribution.

Section 4a: Risk Assessment

1. [1] The banks shall undergo a risk assessment annually. [2] The risk assessment shall be based on a credit rating to be performed by the Auditing Association or one of its subsidiaries, the own funds factor and the loss buffer ratio. [3] Further details are contained in the "Risk Assessment Rules", which form part of the present By-laws. [4] In deviation from lit. 1, the credit rating may also be performed where there is reason to believe that the situation of the bank has changed significantly since the last credit rating.

2. [1] The banks shall be obliged to provide the information needed for the credit rating within the periods set by the Auditing Association, in compliance with the requirements of Section 5 (12). [2] Notwithstanding any further consequences resulting from Section 12 in particular, a bank which fails to present the information needed for the credit rating or presents information that is inadequate because of its limited meaningfulness shall be assigned to category C under the "Risk Assessment Rules" after expiry of a reasonable period of time allowed for subsequent delivery of the information needed.

3. [1] The information needed to calculate the own funds factor and the loss buffer ratio must be obtained on the cut-off dates 31 March and 30 June, 30 September and 31 December of each year and transmitted to the Auditing Association by no later than the 15th calendar day after the end of the following month, in compliance with the requirements of Section 5 (12). [2] Notwithstanding any further consequences resulting from Section 12 in particular, the legal consequences of failure to deliver the required information or of delivery of inadequate information shall be determined by Section 5a (12).

Section 4b: Deposit rating

1. [1] The banks shall undergo a deposit rating annually, to be performed by the Auditing Association or one of its subsidiaries in accordance with the provisions contained in the "Deposit Rating Rules", which form part of the present By-laws. [2] In deviation from lit. 1, the deposit rating may also be performed at shorter intervals where there is reason to believe that the situation of the bank or the deposits has undergone not only non-material changes since the last deposit rating or without cause where the bank was placed in the category DR 3 or lower in accordance with the previous deposit rating procedure.

2. [1] The banks shall be obliged to provide the information needed for the deposit rating within the periods set by the Auditing Association, in compliance with the requirements of Section 5 (12). [2] Notwithstanding any further consequences resulting from Section (12) in particular, a bank which fails to present the information needed for the deposit rating or presents information that is inadequate because of its limited meaningfulness shall be assigned to category DR 7 under the "Deposit Rating Rules" after expiry of a reasonable period of time allowed for subsequent delivery of the information needed.

Section 5: Rights and obligations of banks participating in the Fund

1. Each bank shall be obliged to include in the General Business Conditions (Allgemeine Geschäftsbedingungen) for its domestic business the following clauses in accordance with the annex "No. 20 of the General Business Conditions of Banks" attached to these by-laws and shall base its business relations with its customers thereon:

- *Transfer of claims:*
  To the extent that the Deposit Protection Fund or its mandatory makes payments to a customer, the respective amount of the customer's claims against the Bank, together with all subsidiary rights, shall be transferred simultaneously to the Deposit Protection Fund.
- *Disclosure of information:*
  The Bank shall be entitled to disclose to the Deposit Protection Fund or to its mandatory all the necessary information in this respect and to place documents at their disposal.

2. [1] The banks shall be obliged to submit to the Association of German Banks declarations by which they provide authorisation allowing the competent supervisory and resolution authorities, the Compensation Scheme of German Private Banks as well as the Auditing Association to inform the Association of German Banks of any matter which could give the appearance of jeopardisin deposits held with the respective bank. [2] At the same time, the Association of German Banks shall be authorised to obtain all information necessary for this purpose from such banks and to inform them of all matters of which it may become aware in the course of its activities. [3] The wording of the respective Declaration of Authorisation is annexed to the present By-laws.

3. The banks shall be obliged to inform the Association without undue delay of the creation, modification and termination of a qualified participating interest and make available all information to allow an assessment of whether the partners concerned are trustworthy and satisfy the requirements to be set in the interest of a sound and prudent management of the bank.

4. The banks shall be obliged to support the Auditing Association in its auditing activity.

5. [1] The Auditing Association may, in the circumstances specified in Section 11 of the Articles of the Auditing Association in the version registered with the Register of Associations (Vereinsregister) on 6 January 2026, impose conditions which must be complied with by the bank without undue delay. [2] Section 11 of the Articles of the Auditing Association in the

version registered with the Register of Associations on 6 January 2026 is attached to these By-laws.

6. (Deleted)

7. [1] Each bank shall be obliged to comply with the conditions that the Association of German Banks imposes in connection with a measure taken for the bank pursuant to Section 2 (2); such conditions may relate to assets or personnel. [2] Where necessary for the fulfilment of its tasks, in particular in connection with measures pursuant to Section 2 (2), the Association of German Banks may, in addition, require from the respective bank and its bodies information on all business affairs and the submission of books and records. [3] When performing the activities pursuant to Section 2 (2), the Association of German Banks or its mandatory shall be liable to the banks only for wilful misconduct and gross negligence.

8. If, in connection with a measure pursuant to Section 2 (2), the Association of German Banks conducts securities business concluded by the bank which the latter is prevented from performing as a result of an order prohibiting sales and payments in accordance with Section 46 of the German Banking Act, the consent of the bank to any action necessary on the part of the Association of German Banks to ensure the proper performance of such business shall be regarded as furnished.

9. [1] Any expenditure incurred in the implementation of measures pursuant to Section 2 (2) shall be reimbursed by the bank to the Association of German Banks, unless prohibited by mandatory provisions of law. [2] The right to assert other claims shall remain unimpaired.

10. [1] Each bank shall be obliged to indemnify the Association of German Banks against losses which the Association of German Banks may have suffered by reason of a measure of assistance in favour of another bank in which the bank holds the majority of the shares or can otherwise exercise, directly or indirectly, a dominant influence. [2] Notwithstanding the obligation resulting lit. 1, the banks concerned must submit express declarations to this effect. [3] Furthermore, banks must furnish a declaration applying lit. 1 and 2 analogously

- from a natural or legal person or partnership who or which does not participate in the Fund, but holds a majority of the shares in the bank and can directly or indirectly exercise a dominant influence over the bank, or
- from several banks or natural or legal persons or partnerships not participating in the Fund who or which together can directly or indirectly exercise a dominant influence over the bank

. [4] In determining whether in such cases a majority holding or a dominant influence exists, Section 16 et seq. of the German Stock Corporation Act (Aktiengesetz) shall apply analogously, irrespective of the legal form of the bank or the shareholding banks, credit institutions, natural or legal persons and partnerships. [5] To implement the obligations provided for in lit. 1 to 4, the banks shall notify the Association of German Banks without undue delay of the banks in which they hold a majority of the shares or in which they can otherwise directly or indirectly exercise a dominant influence; similarly, the banks shall inform the Association of German Banks if the foregoing situations apply in their case. [6] The wording of the respective Declaration of Authorisation is annexed to the present By-laws.

11. [1] Each bank shall be obliged to report without undue delay to the Association of German Banks the commencement of a liquidation of its banking operations. [2] The Association of German Banks may impose conditions under (7), unless it can be excluded that measures pursuant to Section 2 (2) may become necessary during the liquidation.

12. The banks shall make available to the Association of German Banks and the Auditing Association and its subsidiaries, or a third-party commissioned by the Auditing Association, within the designated periods or when requested all the information required under these By-laws or otherwise needed for performance of the tasks of the Fund; they shall make available this information via the stipulated transmission channel in a format suitable for automatic processing, in compliance with the specifications of the Association of German Banks and the Auditing Association.

Section 5a: Funding and target level

1. [1] The financial resources of the Fund shall be raised by the banks by way of annual contributions and special contributions. [2] The Association of German Banks shall seek to reach a Fund target level of at least 0.5% of the amount of the covered deposits pursuant to Section 6 of all banks participating in the Fund. [3] The banks shall, in addition, pay a surcharge to cover administrative costs.

2. [1] The banks shall be obliged to pay to the Association of German Banks annually by 31 March at the latest a contribution of 0.6%0 (assessment factor) of the liabilities on their books protected by the Fund or the Compensation Scheme of German Private Banks (Entschädigungseinrichtung deutscher Banken GmbH [EdB]) (annual contribution). [2] The Deposit Protection Committee shall review the appropriateness of the assessment factor referred to in lit. 1 annually, taking due account of the amount of assets held by the Fund, the envisaged target level pursuant to (1), the funds needed for actual or possibly imminent measures of assistance pursuant to Section 2 (2), the risk assessments pursuant to Section 4a, as well as current market developments. [3] The Board of Directors of the Association of German Banks shall resolve upon any adjustment of the assessment factor at the recommendation of the Deposit Protection Committee. [4] The adjusted assessment factor must not exceed 1.2%0 and may be lowered to 0‰. [5] The assessment factor shall be fixed in each case by the Board of Directors and notified to the banks in the year preceding the year in which the respective annual contribution is levied. [6] A retroactive adjustment of the assessment factor shall be precluded.

3. [1] The annual contribution shall be determined on the basis of the average amount of liabilities of the bank protected by the Fund pursuant to Section 6 and by the EdB (assessment basis) on 31 March and 30 June of the preceding year and on 30 September and 31 December of the year before the preceding year. [2] Liabilities protected by the EdB shall be weighted at 35%. [3] Where liabilities are not protected by the EdB but are covered as deposits pursuant to Section 6, they shall be weighted as follows:

- deposits of up to EUR 5 billion at 100%
- deposits of over EUR 5 billion and up to EUR 10 billion at 90%
- deposits of over EUR 10 billion and up to EUR 25 billion at 80%
- deposits of over EUR 25 billion and up to EUR 50 billion at 60%
- deposits of over EUR 50 billion and up to EUR 100 billion at 40%
- deposits of over EUR 100 billion at 20%

[4] When calculating the annual contribution, liabilities that are protected by virtue of transitional arrangements (particularly Section 6 (18) of these By-laws) shall also be taken into account. [5] In special cases, the Board of Directors of the Association of German Banks may, at the recommendation of the Deposit Protection Committee, fix a different assessment basis for individual banks.

4. The information needed to determine the assessment basis pursuant to (3) shall be obtained on the cut-off dates 31 March and 30 June, 30 September and 31 December, compiled for the Auditing Association (extended presenter data file [Einreicherdatei Erweitert]) in compliance with its specifications (specification for the provision of data) and transmitted to it (extended reporting data file [Meldedatei Erweitert]) by no later than the 15th calendar day after the stipulated dates.

5. [1] If, when the annual contribution is fixed, the Declarations of Undertaking required pursuant to Section 5 (10) have been furnished, the bank shall receive a 10% discount on the annual contribution (after addition or deduction of the markups or markdowns pursuant to (6) if, before the annual contribution is fixed, it submits a valid confirmation from the Auditing Association to the effect that at least one of the declarations furnished pursuant to Section 5 (10) is, in the opinion of the Auditing Association, of material value for discount purposes. [2] When assessing the material value, due account shall be taken of the extent to which

   (a) the Declarations of Undertaking would be enforceable at law and in practice at reasonable effort and

   (b) the credit standing and freely disposable assets of the parties furnishing the Declarations of Undertaking would be sufficient to fully

cover any hypothetical loss incurred by the Fund in compensating depositors.

[3] The bank shall be required to make available to the Auditing Association the information and proof necessary for the assessment and to bear the cost of such assessment by the Auditing Association. [4] For newly admitted banks, the material value shall be assessed for discount purposes until and including the third year following the year of admission and shall constitute the assessment of material value for the fourth following year. [5] No discount shall be granted for Declarations of Undertaking that are furnished by banks.

6. [1] Depending on the results of the risk assessment performed by the Auditing Association pursuant to Section 4a, the annual contribution may increase (markup) or decrease (markdown). [2] The risk assessment currently available (including one based on Section 4a (2), lit. 2 or Section 5a (12), lit. 2 when the annual contribution is determined shall apply. [3] For the credit rating, the own funds factor and the loss buffer ratio, markups or markdowns shall be calculated individually for this purpose. [4] The individual markups or markdowns shall be added up, with any markups or markdowns for the credit rating being weighted at 50% and any markups or markdowns for the own funds factor and the loss buffer ratio each being weighted at 25%. [5] The size of the markups or markdowns for the credit rating, the own funds factor and the loss buffer ratio shall be resolved upon by the Deposit Protection Committee in accordance with the following provisions:

(a) The markups shall, as a whole, not exceed ten times the annual contribution (excluding any discounts pursuant to (5)), while the non-weighted individual markups for the rating, the own funds factor and the loss buffer ratio respectively (excluding the weighting pursuant to lit. 3) shall not exceed ten times the annual contribution either. The markdown on the annual contribution shall not exceed 7.5% overall.

(b) Markups may be imposed for an A- credit rating or lower, an own funds factor of 20 or lower or a loss buffer ratio of 20% or lower.

(c) A markdown may be granted for an AA+ or AAA rating or a loss buffer ratio of 150% or higher. No markdown shall be available for the own funds factor.

7. [1] In addition to the annual contribution, newly admitted banks shall be required in the year of admission to make a one-time payment amounting to 1.8%0 of the assessment basis for the annual contribution. [2] The annual contribution for the newly admitted bank in the year of admission and the following three years, as well as the one-time payment of 1.8%0, shall be subject to the assessment basis pursuant to (3) as applied to the annual contribution for the fourth following year. [3] The one-time payment shall amount to at least EUR 60,000. [4] In the year of admission, an advance on the annual contribution and the one-time payment totalling 2.41.8%0 based on the relevant own funds pursuant to Section 6 (8) (a), but no less than an amount of EUR 60,000, shall be levied; in the following three years, the advance on the respective annual contribution shall be 0.61.8%0 based on the relevant own funds pursuant to Section 6 (8) (a), but no less than EUR 15,000. [5] A statement of final assessment shall be provided following presentation of the documents required for collection of the annual contribution for the fourth following year together with collection of this annual contribution. [6] By way of exception, newly established banks shall pay for the year of their admission only an amount of EUR 25,000 as an advance on the annual contribution and the one-time payment and, in addition, the advance payment described in lit. 4 also for the fourth following year; lit. 2 shall apply to newly established banks with the proviso that the assessment basis shall be definitive for the fifth following year and shall also apply for the fourth following year; the statement of final assessment shall be provided to them following submission of the documents required for collection of the annual contribution for the fifth following year together with this annual contribution.

8. [1] Once the envisaged target level has been reached, the Board of Directors of the Association of German Banks may, at the recommendation of the Deposit Protection Committee, resolve that the requirement to pay an annual contribution may be waived for banks which (i) have been participating in the Fund for more than 20 years, (ii) are assigned to the BBB+

category or a higher category under the credit rating procedure pursuant to Section 4a and (iii) are not required to pay a higher annual contribution because of the own funds factor and/or the loss buffer ratio. [2] The waiver under lit. 1 shall also apply to subsidiaries for which such a bank has furnished a declaration pursuant to Section 5 (10).

9. [1] If the resources of the Fund for measures of assistance within the meaning of Section 2 (2) are insufficient, or if otherwise required to enable the Fund to perform its tasks, the Board of Directors of the Association of German Banks may, at the recommendation of the Deposit Protection Committee, resolve that one or more special contributions shall be levied in each business year. [2] The sum total of the annual contribution and all special contributions in a business year shall not exceed 200% of an annual contribution calculated with the assessment factor of 0.6‰ (excluding any discounts pursuant to (5) or markups and markdowns pursuant to (6)).

10. [1] The banks may provide up to 30% of the annual contribution by assuming a contractual payment commitment secured by financial collateral. [2] This option to provide part of the annual contribution by assuming payment commitments shall only apply for periods after provision of the statement of final assessment pursuant to Section 5a (7), lit. 5. [3] Banks which have taken advantage of the opportunity to assume payment commitments shall not, particularly in the event of payment-related measures pursuant to Section 2 (2), be placed in a better financial position than if they had provided the annual contributions in full through payment. [4] Further details of payment commitments and the ban on placing banks in a better financial position pursuant to lit. 3 are contained in the "Rules on the provision of contributions by way of payment commitments", which form part of these By-laws.

11. [1] In addition, all banks shall pay a basic annual amount as a surcharge to cover administrative costs. [2] This basic amount shall generally be EUR 35,000. [3] It shall, however, be limited to the amount of the contribution payable by the bank in the respective year and shall be at least EUR 10,000. [4] For groups, the basic amount for all banks participating in the Fund shall, upon application, be limited to EUR 150,000. [5] The applica-

tion must be made by the group parent or – if this is not a bank – by a bank mandated by it that participates in the Fund.

12. [1] If the information required for the assessment basis, the own funds factor and the loss buffer ratio is not available, not available in full or not available in the stipulated form to the Auditing Association on 15 August of each assessment year, a penalty surcharge of 10% of the calculated annual contribution for the current year as determined by means of the standard assessment factor, but not more than EUR 20,000, shall be payable by the bank concerned. [2] If the relevant information is not duly submitted later before expiry of 31 August, the following shall apply additionally:

(a) If the extended presenter data file (Einreicherdatei Erweitert) and the extended reporting data file (Meldedatei Erweitert) are not available or not available in full, the Auditing Association shall estimate at its due discretion the volume of covered deposits, paying due regard to the size and structure of the business of the bank and of a group of comparable banks. Such estimate shall be governed accordingly by Section 319 (1) of the German Civil Code (Bürgerliches Gesetzbuch [BGB]).

(b) If the information required to determine the own funds factor or the loss buffer ratio is not available, the bank shall be assigned the lowest score for the own funds factor or the loss buffer ratio.

(c) The penalty surcharge shall increase to 20% of the annual contribution calculated by means of the standard assessment factor, but not more than EUR 50,000.

[3] Information delivered after 31 August shall no longer be taken into account in favour of the bank unless the bank proves that it was not to blame for the delay. [4] In individual cases, a bank may, upon application, be granted deadline extensions until no later than 15 September of a given year. [5] In such cases, instead of 15 or 31 August, the extended deadlines fixed shall apply.

13. [1] If, after payment of an annual or special contribution, it turns out (by way of audits performed by the Auditing Association or otherwise) that the information the bank is required to submit pursuant to Sections 4a and 5a (4) was incomplete or incorrect and if the incomplete or incorrect information leads to a lower annual or special contribution being fixed, the annual or special contribution thus levied shall be deemed to be an advance payment and final assessment shall be made on the basis of the complete and correct information. [2] Where subsequent adjustments of the annual or special contribution levied lead to a requirement on the part of the bank to make an additional payment, interest shall be charged on the amount of the additional payment from the time when the original annual or special contribution is payable to the time when the additional payment is made at the rate specified in Section 288 (2) of the German Civil Code, but at no less than 5%.

14. [1] The provisions of this Section 5a shall apply for the first time to the annual contribution payable in 2018. [2] They shall apply to the annual contribution payable in 2018 and 2019, subject to the proviso that, in deviation from (3), lit. 1, the assessment basis shall be geared only to the cut-off dates 31 March 2018 and 30 June 2018 and that the annual contribution for 2018 shall be fixed and paid by 31 December 2018 at the latest. [3] For newly admitted banks, lit. 2 shall apply analogously provided the fourth full business year falls within 2018 or 2019; in addition, (7) shall remain unaffected. [4] Earlier periods shall be subject to the respective rules on contributions and on surcharges to cover administrative costs contained in the version of the By-laws of the Fund registered on 13 October 2016, which thus form part of the present By-laws. [5] The obligation to provide information pursuant to (4) shall remain unaffected and must be complied with for the first time for the cut-off date 30 September 2017. [6] In deviation from (3), lit. 1 and in deviation from this passage (14) lit. 1 to 4, the assessment basis for the annual contribution payable in 2024 shall be based only on the cut-off dates 31 March 2023 and 30 June 2023.

Section 5b: Information on deposit protection and advertising

1. [1] From 1 January 2023 at the latest, every bank shall be obliged in accordance with the annex "No. 20 of the General Business Conditions of Banks" attached to these By-laws to inform its customers in the General Business Conditions for its domestic business about the scope of the protection provided by the Deposit Protection Fund and about the prerequisites for that protection. [2] Customers shall also be informed about the scope of the protection on entering into business relations as well as about any changes thereto. [3] In addition, provision of the following information about participation in the Fund shall be permissible: banks may publicise the fact that they participate in the Fund and describe how the Fund works in general by means of a notice displayed in their counter areas, via company details (Impressum) and/or general information on their websites, by letter (also in electronic form) to certain persons and in reply to inquiries. [4] Information over and above that pursuant to lit. 1 and 2 on the protection of individual products and on individual protection ceilings shall be provided by the banks solely where specifically requested. [5] The banks shall be responsible for the accuracy of the information and descriptions they provide; the Association of German Banks shall not be liable for the information and descriptions.

2. [1] It shall not be permitted to advertise the protection of deposits or the participation in the Fund in the press, on the radio, on television or in electronic media, by means of door drops, email or similar publicity. [2] The banks shall be obliged to take steps against third parties which improperly advertise the security of their deposits.

3. [1] A uniform logo has been created for all banks which are members of the Association of German Banks. [2] All banks participating in the Fund may display such logo in their counter areas, windows or display cases and on the doors of all branches and use such logo on their websites and in their correspondence (including electronic correspondence). [3] The Delegates' Assembly of the Association of German Banks shall determine the details of the permitted forms of use, in particular with respect to

the size and design of the logo. [4] In addition, (1) and (2) shall apply to the use of the logo.

Section 6: Scope of deposit protection

1. Credit balances, including time deposits and savings deposits, which result from amounts left in an account or from temporary situations deriving from banking transactions and which the bank is required to repay under the legal and contractual conditions applicable (deposits) shall be protected at banks as follows provided that the deposit has been accepted at a domestic head office or branch.

2. Deposits of

   - natural persons (also where they are acting in the exercise of their commercial or self-employed professional activity),
   - foundations with legal capacity under German law or foundations under foreign law that are comparable to foundations with legal capacity

   under German law and

   - incorporated civil law partnerships under German law, or partnerships under foreign law that are comparable to incorporated civil law partnerships under German law

   shall be protected unless the deposit

   (a) forms part of the own funds within the meaning of Article 4 (1), point (118) of Regulation (EU) No. 575/2013 (CRR) (this shall apply irrespective of the extent to which the own funds are recognised for prudential purposes; the deposit must not be a subordinated liability or a liability from the bank's profit-participation rights capital either) or

   (b) is a liability of the bank from an own acceptance or promissory note or

   (c) is a liability of the bank from a securities repurchase agreement or repo transaction or from a securities lending transaction or

(d) is a liability from a bearer bond, order bond or a right comparable to any of these debt instruments that, by its nature, is tradeable on the capital markets, or from a comparable debt instrument under foreign law or

(e) was created in connection with transactions because of which persons have been convicted in criminal proceedings of money laundering within the meaning of Article 1 (3) of Directive (EU) 2015/849 or

(f) was created in connection with legal acts that would be challengeable in insolvency proceedings pursuant to Section 129 et seq. of the German Insolvency Code (Insolvenzordnung [InsO]), in conjunction with Section 46c of the German Banking Act, irrespective of whether a reduction of assets is involved, or

(g) is excluded from compensation by the statutory deposit guarantee scheme under the de minimis provision of Section 15 (1) of the German Deposit Guarantee Act (Einlagensicherungsgesetz [EinSiG]).

3. [1] Deposits of (i) private non-financial companies, (ii) non-profit organisations which are primarily engaged in charitable, benevolent or ecclesiastical activities, (iii) professional organisations and non-profit associations of companies or their employees as well as (iv) (also financial) companies and institutions which are required by an act of parliament to maintain deposits only with banks which are part of (or participate in) a protection scheme of the banking industry shall only be protected if

(a) the deposit is not covered by (2) (a) to (g) and

(b) the deposit is not a liability from a promissory note or a registered bond or from a comparable debt instrument under foreign law and

(c) the deposit has a maximum term of 12 months. [2] The currently agreed term of the deposit at the time when the compensation event was determined pursuant to Section 10 (1) of the German Deposit Guarantee Act shall apply. [3] No allowance shall be made in this respect for any early termination or other reclamation rights on the part of the creditor or the bank. [4] If the deposit has been renewed, the terms that expired before renewal shall not be taken into account in

its designated term. [5] Deposits for which no terms have been agreed shall only be protected if the creditor may terminate or otherwise reclaim the deposit within a period of 12 months at most on the conditions applying at the time when the compensation event was determined pursuant to Section 10 (1) of the German Deposit Guarantee Act.

[6] For the purposes of this Section 6, non-financial companies shall mean domestic and foreign profit-making companies whose main activity consists of producing goods of a non-financial nature and selling them in exchange for a consideration or of providing non-financial services in exchange for a consideration and which do not belong to the categories of companies mentioned in 4 (a), (c) and (g).

4. [1] Deposits of the following creditors, even those within the meaning of (2) and (3), shall under no circumstances be covered by the Fund:

(a) financial sector entities, especially those within the meaning of Article 4 (1) no. 27 of the CRR, and collective investment undertakings within the meaning of Article 4 (1) no. 7 of the CRR as well as their management companies and comparable entities (including those outside Germany), but in each case with the exception of those covered by (3), lit. 1 (ii), (iii) or (iv);

(b) the German federal government, a German federal state, a municipality or another central, regional or local authority, another country or a regional government or a local authority of another country;

(c) other corporations or agencies incorporated under German or foreign public law with the exception of those covered by (3), lit. 1 (iv);

(d) members of the bank's senior management;

(e) members of the administrative or supervisory board of the bank;

(f) general partners of the bank, also if they are not a manager;

(g) natural or legal persons or partnerships which hold the majority of the shares in the bank or which, on their own or together with others, may directly or indirectly exercise a dominant influence over the

bank; to assess whether someone holds the majority of the shares or whether a dominant influence is exercised, Section 16 et seq. of the German Stock Corporation Act shall apply analogously, irrespective of the legal form of the bank or of the natural or legal persons and partnerships involved;

(h) spouses, registered civil partners or minor children of persons referred to in (d) to (g), except where the monies originate from the spouse's or minor child's own assets.

[2] Also not protected shall be deposits of creditors who are acting for the account of a third party if the deposit would not be protected were the third party the creditor of the deposit.

5. Deposits of creditors other than those mentioned in (2) and (3) shall not be protected.

6. (Deleted)

7. [1] If a non-protected deposit becomes a protected deposit thanks to a change of creditor (by way of individual or universal succession in title) or as a result of a transfer of the deposit from a foreign branch to a domestic head office or branch, or if a non-protected liability becomes a protected deposit by some other manner, the deposit shall not be protected if, within six months thereafter, measures pursuant to Section 2 (2) have been taken, measures pursuant to Sections 45 to 46 and 46g of the German Banking Act or Sections 36 to 38, 58a to 60, 66a and 77 of the German Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz), Article 16 of Regulation (EU) No. 1024/2013, Article 10a and 13 (3) of Regulation (EU) No. 806/2014 have been ordered, an insolvency petition has been filed, the occurrence of a compensation event has been determined pursuant to Section 10 of the German Deposit Guarantee Act or comparable measures have been taken by German or foreign supervisory and/or resolution authorities, in particular when implementing Articles 27 to 29, 35 and 45 et seq. of Directive 2014/59/EU. [2] The earliest measure or earliest result of a measure shall apply in this respect. [3] In deviation from lit. 1, a deposit shall, however, be protected if a non-protected creditor within the meaning of (4) (a) has both acquired the de-

posit and resold it to a person not listed in (4) within five bank working days, provided

- the deposit, when acquired by the non-protected creditor within the meaning of (4) (a), was protected or
- the non-protected creditor within the meaning of (4) (a) acquired the deposit directly from the debtor (issuer).

[4] The five-day period shall be based on the underlying contractual transactions (Verpflichtungsgeschäfte) and not on any subsequent fulfilment transactions (Erfüllungsgeschäfte).

8. Compensation shall be subject to the following protection ceilings:

(a) [1] Each creditor shall be compensated up to a coverage level of EUR 5 million per creditor pursuant to (2) and EUR 50 million per creditor pursuant to (3), but in any event a maximum protection ceiling of 15% of the bank's own funds within the meaning of Article 72 CRR, but a maximum of EUR 5 million per creditor pursuant to (2) and a maximum of EUR 50 million per creditor pursuant to (3). [2] The own funds shall consist of the Common Equity Tier 1 capital pursuant to Article 50 CRR, the Additional Tier 1 capital pursuant to Article 61 CRR and the Tier 2 capital pursuant to Article 71 CRR; for calculation of the protection ceiling, the Tier 2 capital shall only be taken into account up to an amount of 25% of the Tier 1 capital within the meaning of Article 25 CRR. [3] The circumstances determined by the Auditing Association on the basis of the last audit report prepared by the bank's annual financial statements auditor shall apply; in addition, increases in capital which are recognised by a certified public accountant after such date may be taken into account upon application by the bank. [4] If the competent supervisory authority defines an adjustment item for the own funds, the Association of German Banks shall be authorised to lower the protection ceiling accordingly. [5] Deposits in excess of the protection ceiling shall be protected up to the respective ceiling. [6] From 1 January 2025, the protection ceiling shall be a maximum of 8.75% of the bank's own funds pursuant to lit. 1 and 2, but in any event a maximum of EUR 3 million per creditor pursuant to (2)

and in any event a maximum of EUR 30 million per creditor pursuant to (3). [7] From 1 January 2030, the protection ceiling shall be a maximum of 8.75% of the bank's own funds pursuant to lit. 1 and 2, but in any event a maximum of EUR 1 million per creditor pursuant to (2) and in any event a maximum of EUR 10 million per creditor pursuant to (3). [8] In deviation from (d), lit. 5, deposits established or renewed after 31 December 2022 shall be subject to the new protection ceilings as of the aforementioned dates.

(b) [1] In deviation from (a), the protection ceiling for newly admitted banks until the end of the third full calendar year of their participation in the Fund shall be EUR 250,000. [2] At the end of the third full calendar year, a review shall be conducted. [3] Thereafter, the protection ceiling shall be governed by (a), unless the conditions set out in (c) apply. [4] The protection ceiling for newly admitted banks may in an individual case be raised by the Auditing Association at the request of the bank to the level of the protection ceiling pursuant to (8) (a) if, in the opinion of the Auditing Association, the risk of recourse to the Association of German Banks appears to be largely ruled out. [5] This may be assumed particularly if a Declaration of Undertaking pursuant to Section 5 (10) that is of material value within the meaning of Section 5a (5) has been provided for the bank (irrespective of whether the Declaration of Undertaking was furnished by a bank or a third party). [6] If the bank was created through transformation within the meaning of Section 1 (1) of the German Transformation Act (Umwandlungsgesetz) or a commercially comparable transformation or restructuring is involved, the protection ceiling may be raised in accordance with lit. 4 if

- the transferor entity previously participated in the Fund and
- its protection ceiling was determined on the basis of (a), lit. 1 and
- the transferor entity (i) is assigned, in accordance with the credit rating procedure under Section 4a, to category BBB+ or a higher category and (ii) is not subject to a higher annual contribution because of the own funds factor and/or the loss buffer ratio and

- the business transferred largely characterises the business of the transferee entity and, in the opinion of the Auditing Association, the risk profile of the newly admitted institution must be regarded as at least largely equivalent to the previous risk profile of the transferor entity.

(c) [1] Where a bank displays a special risk profile, the Auditing Association may lower its protection ceiling to EUR 250,000. [2] This may, in particular, happen if

- the Auditing Association has made negative audit findings which substantiate the danger of recourse to the Fund or
- the bank has been assigned to category B- or a lower category under of the credit rating procedure pursuant to Section 4a or
- the bank has been assigned to category DR 6 or a lower category under the deposit rating procedure pursuant to Section 4b or
- any other material increases in risk have occurred.

(d) [1] Compensation of creditors shall be based on the protection ceiling which has been notified to the bank as the result of the assessment made by the Auditing Association and which is available on the internet at www.bankenverband.de. [2] Any reduction of the protection ceiling shall become effective as of the time it is made available on the internet. [3] The Association of German Banks may publish the new protection ceiling at the expense of the bank in the Federal Gazette and in a daily newspaper at the registered office of the bank. [4] The bank shall be obliged to notify without undue delay all creditors affected by a reduction of the protection ceiling. [5] These deposits shall be protected up to the old protection ceiling until maturity or until the next possible termination date after notification of the reduction.

(e) For banks which, when submitting an application for participation in the Fund, belong to an institutional protection scheme within the meaning of Section 43 of the German Deposit Guarantee Act and, when admitted to the Fund, have been members of the Auditing Association for at least three full calendar years, the protection ceiling

following a review after admission to the Fund shall be governed by (a) instead of (b), unless the conditions set out in (c) apply.

9. [1] In computing the protected deposits, all deposits of one creditor shall be added together; counterclaims of the bank, if any, shall be deducted, even if these are not yet due. [2] Furthermore, the provisions of Sections 768, 770 and 776 of the German Civil Code applicable in respect of guarantors shall apply analogously for the benefit of the Association of German Banks.

10. [1] The treatment of trust accounts shall be geared to the trustor. [2] The same shall apply to other open trust accounts, provided that the trust relationship and the trustor are unambiguously designated in the name of the account and the existence of the trust relationship is demonstrated to the Fund. [3] In all other cases, trust accounts, subject to the provision in (4) lit. 2, shall be treated as accounts of the trustee.

11. [1] In the case of joint accounts, credit balances and claims shall for the purpose of protection be attributed to the account holders in equal shares, irrespective of the kind of account and of the legal relationship between the account holders. [2] Thereafter, the deposits of the individual joint account holders arising from their personal relationship with the bank shall be protected first. [3] If such deposits do not exhaust the protection ceiling, the portion of the joint credit balance pertaining to the individual account holder shall be used to protect the joint credit balance.

11a. (11) shall apply analogously to accounts held in the name of an association of condominium owners with the proviso that credit balances and claims shall for the purpose of protection be attributed to the members of the association of condominium owners in equal shares unless it can be demonstrated that other shares apply.

12. [1] Within the limits of the protection ceiling, payments shall also cover any interest claims for the period until determination of the compensation event pursuant to Section 10 (1) of the German Deposit Guarantee Act. [2] However, the Fund shall make payments only for interest at market rates. [3] The Fund may subject the making of all payments to an individual

creditor to the condition that such creditor waives the assertion of interest claims against the bank which are not protected pursuant to lit. 2.

13. [1] Compensation for deposits held in foreign currency may be provided in euros. [2] Calculation of such compensation shall be based on the European Central Bank (ECB) reference rate applying on the date on which the compensation event was determined pursuant to Section 10 (1) of the German Deposit Guarantee Act. [3] Should such a reference rate not be available, the conversion rate prevailing at the place of payment on the date on which the compensation event was determined shall apply.

14. [1] If the participation of a bank in the Fund shall terminate, such bank shall give notice thereof without undue delay to creditors which have deposits with it and shall bring the consequences of such termination to their attention. [2] The Association of German Banks shall publish the termination at the expense of the bank in the Federal Gazette (Bundesanzeiger) and in a daily newspaper at the registered office of the bank. [3] Deposits which are established or renewed later than one month after publication in the Federal Gazette or which are transferred by way of individual or universal succession in title or which the creditor does not terminate or reclaim at the earliest possible date thereafter shall not be protected.

15. [1] Liabilities of the bank that are to be included in the scope of protection of the Fund on the basis of abusive legal acts shall not be protected. [2] An abusive legal act shall be deemed to exist particularly if a construction is chosen which, compared with the envisaged scope of protection of the Fund, gives the creditor an advantage in connection with a measure pursuant to Section 2 that is not intended under these By-laws.

16. [1] The Fund shall only provide compensation in accordance with the By-laws if and insofar as creditors are not compensated by another protection scheme or by a compensation scheme as provided for under the German Deposit Guarantee Act or the German Investor Compensation Act (Anlegerentschädigungsgesetz). [2] The Association of German Banks may – even after compensation has been provided – request submission of information and proof with regard to the reported or repaid deposits and their creditors, particularly as concerns eligibility for compensation

under these By-laws and the ranking of deposits within the meaning of Section 46f (4) of the German Banking Act. [3] Compensation shall only be provided if the requested information and proof are submitted within the stipulated periods.

17. Any compensation payments already made must be reimbursed if it turns out that the conditions for compensation were not fulfilled or if information and proof requested under these By-laws were not submitted, not submitted in full or not submitted in time.

18. [1] This Section 6 shall apply to liabilities that arise or are renewed after 31 December 2022. [2] Liabilities which were protected until the end of 31 December 2022 under Section 6 of the version of the By-laws of the Fund registered with the Register of Associations on 18 November 2021, which thus forms part of these By-laws and is attached to these By-laws as the annex to Section 6 (18), shall continue to be protected as provided for thereunder. [3] After 31 December 2022, the 'grandfathered' status under lit. 2 shall cease to apply as soon as the liability concerned falls due, can be terminated or otherwise reclaimed, or if the liability is transferred by way of individual or universal succession in title or is transferred to a foreign branch.

19. A right in law to enforce intervention or payments by the Fund shall not exist.

Section 7: Deposit Protection Committee

1. [1] A Deposit Protection Committee shall be formed within the Association of German Banks. 2Its elected members shall comprise

   (a) one representative of each of the big branch banks,

   (b) four representatives of the regional banks,

   (c) three representatives of the private bankers and

   (d) one representative of the foreign banks.

[3] These members must be members of the senior management of banks participating in the Fund.

2. [1] The elected members of the Committee shall be elected for a term of three years by the Delegates' Assembly of the Association of German Banks. [2] They shall remain in office until a new election is held after the expiry of their term of office unless an elected member of the Committee resigns or is removed by the Delegates' Assembly. [3] If an elected member of the Committee ceases to be a member of the senior management of the bank, their membership shall terminate immediately. [4] If an elected member of the Committee retires before the expiry of their term of office, a by-election shall be held for the remainder of the term of office of the retiring member.

3. The Committee shall elect from among its members its chair and its deputy chair.

4. [1] Meetings of the Committee shall be convened by its chair or, if they are prevented from attending, by the deputy chair. [2] A meeting of the Committee must be called upon the request of all delegates of one group of banks. [3] Meetings conducted and resolutions passed by the Committee in writing, in text form, by telephone or with the help of other means of telecommunication (e.g. video conference) shall be permissible (also in hybrid form) if the chair or, if they are prevented from doing so, the deputy chair so determines in an individual case.

5. [1] The Committee shall constitute a quorum if at least six of its members participate in the decision-making process. [2] Members of the Committee who are unable to attend may authorise another member to exercise their voting rights; the member unable to attend shall be deemed present in such cases. [3] A majority of not less than six votes shall be required for the passing of a resolution.

6. [1] The Committee shall have the following functions:

   (a) decisions regarding measures of assistance (Section 2 (2)) within the scope of the competence of the support management of the Deposit Protection Fund determined by the Board of Directors,

(b) the establishment of guidelines regarding the investment of the assets of the Fund,

(c) submission of the annual accounts detailing the assets of the Fund,

(d) the execution of all duties assigned to the Committee by the Board of Directors of the Association of German Banks; the taking of decisions pursuant to Section 4 (5) may not be assigned,

(e) fines imposed pursuant to Section 12 (7) and

(f) in addition to the functions set out in (a) – (e), the other duties assigned to it by the present By-laws.

The Board of Directors of the Association of German Banks may at any time take over the functions of the Committee. [3] The Board of Directors of the Association of German Banks may issue rules of procedure for the Committee setting out, in particular, the functions of the Committee in more detail..

Section 7a: Deposit Protection Risk Committee and Task Force

1. [1] A Deposit Protection Risk Committee shall be formed within the Association of German Banks.

[2] It shall comprise the

(a) President of the Association of German Banks,

(b) Chair of the Deposit Protection Committee,

(c) Deputy Chair of the Deposit Protection Committee.

[3] In addition, the Chair of the Advisory Board of EIS Einlagensicherungsbank GmbH shall be an advisory member of the Risk Committee by virtue of their office. [4] The President of the Association of German Banks may appoint an elected member of the Board of Directors or an elected member of the Deposit Protection Committee to serve as a member of the Risk Committee in their place on a permanent basis. [5] The President may

at any time revoke this appointment and opt to serve on the Risk Committee themselves. [6] Except as provided for by Section 7a (4), lit. 3, members of the Board of Directors are not otherwise entitled to participate.

2. The Risk Committee shall elect its chair and deputy chair from among its members.

3. [1] The Risk Committee be convened by its chair or, if they are prevented from attending, by the deputy chair. [2] It shall be convened, in particular, if the Task Force deems it necessary for the Risk Committee to address a matter due to the risk situation. [3] Meetings conducted and resolutions passed by the Committee in writing, in text form, by telephone or with the help of other means of telecommunication (e.g. video conference) shall be permissible (also in hybrid form) if the chair or, if they are prevented from doing so, the deputy chair so determines in an individual case.

4. [1] The Risk Committee shall constitute a quorum if at least two of its members attend the meeting or express their opinion in a written or telephone vote. [2] Members of the Committee who are unable to attend may authorise another member to exercise their voting rights; the member unable to attend shall be deemed present in such cases. [3] If and as long as a conflict of interest exists involving one or more members of the Risk Committee (Section 11 (5)), the President of the Association of German Banks shall appoint one or more elected members of the Board of Directors and/or the Deposit Protection Committee as substitute member(s) of the Risk Committee. [4] A simple majority shall be required to pass a resolution. [5] In the event of a tied vote, the chair or, in the chair's absence, the deputy chair, shall have a casting vote.

5. [1] Ahead of measures to be decided by the Deposit Protection Committee, the Risk Committee shall take action apt to be of assistance (Section 2 (2)) and undertake preparatory work. [2] In this process, the Risk Committee shall be supported by, and cooperate with, the Task Force in accordance with Section 7a (7). [3] The Task Force shall regularly attend meetings of the Risk Committee in an advisory capacity. [4] In addition, the Risk Committee may decide to call on the member of the Senior Ma-

nagement of the Association of German Banks with responsibility for deposit protection to serve in an advisory capacity.

6. [1] The Deposit Protection Committee may issue rules of procedure for the Risk Committee setting out, in particular, the functions of the Risk Committee in more detail.

7. [1] A joint Task Force shall be set up with the Auditing Association to prepare the activities of the Risk Committee and to support the Risk Committee in carrying out its functions. [2] The Task Force shall comprise the

   (a) Head of Deposit Protection

   (b) Management of the Deposit Protection Fund and

   (c) Management Board of the Auditing Association.

   [3] Details of the Task Force and of the cooperation between the Association of German Banks and the Auditing Association shall be set out in a separate agreement.

8. [1] Notwithstanding the provisions of Section 11, the Task Force and the Risk Committee may only pass on information to third parties (including banks and representatives of banks) or to parties within the Association of German Banks insofar as this is necessary to duly carry out the functions of the Task Force or the Risk Committee and provided that no legal barriers, especially of an antitrust or contractual nature, prevent this.

Section 8: Retention of the Auditing Association

1. [1] The Auditing Association shall be retained in connection with examining whether the conditions for participation in the Fund are met. [2] To examine whether the conditions pursuant to Section 3 (1) (c) have been met, checks may be conducted also on the following persons or enterprises:

   (a) Persons or enterprises who or which intend to acquire or have already acquired a qualified participating interest within the meaning of Section 1 (9) of the German Banking Act in a bank, or

(b) enterprises which in relation to a bank or a holder of a qualified participating interest within the meaning of the aforementioned (a) are or are to become affiliated companies within the meaning of Section 15 of the German Stock Corporation Act or Section 271 (2) of the German Commercial Code (Handelsgesetzbuch).

2. The Auditing Association shall be retained to prepare and support measures apt to be of assistance (Section 2 (2)) if and to the extent that this is expedient.

3. The Auditing Association shall also be retained to check at banks the information required for calculation of the annual contribution and special contribution pursuant to Sections 4a and 5a.

4. The Auditing Association may, in addition, be retained by the Board of Directors of the Association of German Banks if and to the extent that this is expedient for the performance of the tasks of the Fund.

5. The Auditing Association is entitled, pursuant to the provisions of this statue, to involve other persons or entities in the fulfilment of its duties, provided these third-parties are subjected to a thorough and appropriate selection process and monitoring, and provided that the Auditing Association has guaranteed that they will maintain confidentiality.

Section 9: Publication of participation in the Fund

The Association of German Banks may publish the names of the banks participating in the Fund and any changes in this regard.

Section 10: No claims of the bank

[1] The banks shall have no right in law that the Fund renders assistance or with respect to the assets of the Fund. [2] The latter shall apply in particular to banks whose participation in the Fund has terminated.

Section 11: Obligation of confidentiality and secrecy, avoidance of conflicts of interest

1. The members of the governing bodies and committees of the Association of German Banks and its member associations shall be obliged to keep in the strictest confidence and to make no unauthorised disclosure or use of anything of which they become aware in such capacity regarding the activities and results of the Deposit Protection Fund, the Auditing Association and the circumstances of the participating banks and their customers, even after termination of their membership of such governing bodies and committees. [2] Such obligation shall also be imposed upon employees of, and other persons engaged by, the Association of German Banks.

2. The members of the Board of Directors and the committees, as well as the employees of the Association of German Banks, shall be bound by procedures designed to avoid violations of the Act against Restraints of Competition (Gesetz gegen Wettbewerbsbeschränkungen) and of the corresponding requirements of EU law.

3. [1] (1) shall not apply to communications made to

   (a) the competent supervisory or resolution authorities (including persons commissioned by same)

   (b) the Compensation Scheme of German Private Banks (Entschädigungseinrichtung deutscher Banken GmbH),

   (c) the Auditing Association

   (d) the executive bodies of the affected bank or

   (e) the principal shareholders of the bank pursuant to Section 5 (13) (b)

   by bodies of the Association of German Banks at their due discretion in connection with the purposes of the Fund (including in connection with credit rating procedures pursuant to Section 4a and deposit rating pursuant to Section 4b). [2] In the case of communications to principal shareholders, ((e)), the communication must comply with applicable anti-trust,

regulatory and insider-trading provisions and appropriate precautions must be taken to guarantee confidentiality. [3] Furthermore, (1) shall not apply to communications to a member association of the Association of German Banks in connection with the admission, the exclusion or the calculation of the membership contributions of a bank.

4. The obligation to maintain confidentiality and secrecy under (1) and (2) shall also apply in regard to banks which are members of the Auditing Association without already participating in the Fund.

5. [1] The members of the bodies and committees of the Association of German Banks as well as those of the Risk Committee shall be obliged to act in the interests of the Deposit Protection Fund in matters concerning the Fund. [2] When making their decisions, they shall neither pursue personal interests nor consider business opportunities for the bank they represent. [3] Any affected member of a body shall report conflicts of interest to their chair without delay. [4] The respective chair shall disclose their own conflicts of interest to their deputy chair. [5] The chair in question or, if they are prevented from doing so, their deputy, shall decide what measures should be taken to prevent, resolve or mitigate conflicts of interest.

Section 12: Disciplinary measures

1. [1] The Association of German Banks can impose disciplinary measures pursuant to specific provisions within this Section 12 on a bank that seriously breaches its duties towards the Association of German Banks or violates a provision in the Association of German Banks By-laws, these By-laws or a resolution made by a responsible body with the Association of German Banks. [2] The choice of disciplinary measures is to be determined based on the type and severity of the breach of duty.

2. Disciplinary measures are:

   (a) issuance of a formal summons to the executive bodies and principal shareholders of the bank concerned to discuss the breach of duty ((5))

(b) issuance of an official warning ((6))

(c) imposition of fines ((7)) and

(d) exclusion from participation in the Fund ((8)).

3. [1] Disciplinary measures in the form of imposing fines ((7)) and exclusion from participation in the Fund ((8)) may only be imposed if the bank

(a) has committed not only a non-material breach of significant obligations towards the Association of German Banks, particularly obligations arising from or in connection with the present By-laws, or

(b) has otherwise committed a material and sustained breach of a provision of the Articles of the Association of German Banks, the present By-laws or a resolution passed by a competent body of the Association of German Banks.

[2] It shall usually constitute a material breach of significant obligations towards the Association of German Banks pursuant to lit. 1 (a) if the bank in particular

(a) gives incomplete or incorrect information to the Association of German Banks or the Auditing Association in connection with the Fund or

(b) fails to provide the information required for the risk assessment pursuant to Section 4a or the deposit rating pursuant to Section 4b in time or

(c) fails to comply with the obligation to maintain confidentiality with respect to the outcome of the risk assessment (particularly with respect to the credit rating score) pursuant to Section 2 of the Risk Assessment Rules or

(d) fails to comply with the obligation to maintain confidentiality with respect to the outcome of the deposit rating pursuant to Section 2 of the Deposit Rating Rules or

(e) is in default with the payment of contributions for more than two months after written reminder or

(f) fails to include in its Terms and Conditions for domestic business the clauses prescribed by Sections 5 (1) and 5b (1), lit. 1 or fails to make such clauses the basis of its business relations with its domestic customers or

(g) fails to furnish the declaration pursuant to Section 5 (2) on request or

(h) fails to make available without undue delay to the Association of German Banks the information set out in Section 5 (3) or

(i) fails to support the Auditing Association in its auditing activity pursuant to Section 5 (4) or fails to fulfil without undue delay any condition set by the Auditing Association pursuant to Section 5 (5) or

(j) fails to fulfil without undue delay any condition set by the Association of German Banks pursuant to Section 5 (7) or

(k) fails to indemnify the Association of German Banks against losses pursuant to Section 5 (10), lit. 1 or

(l) fails to furnish the declaration required under Section 5 (10), lit. 2 or

(m) fails to comply with the notification requirement under Section 5 (10), lit. 5 or

(n) fails to comply with a summons pursuant to Section 5 (13) or

(o) contrary to Section 5b (2), advertises the security of deposits or makes incorrect statements to customers or potential customers concerning the protection ceiling and the kind of deposits protected.

4. Disciplinary measures in the form of an official warning ((7)), imposing fines ((7)) and exclusion from participation in the Fund ((8)) shall not take place if the bank proves to the Association of German Banks that it is not responsible for the occurrence of the event in question or the breach of duties is non-material.

5. A formal summons pursuant to (2) (a) shall be issued based on a decision by the Senior Manager responsible for the Fund. Otherwise Section 5 (13) shall be applied.

6. [1] A warning pursuant to (2) (b) shall be issued based on a decision by the Senior Manager responsible for the Fund. [2] The decision to issue a warning shall be made after hearing the bank concerned.

7. The following rules apply to the imposition of fines pursuant to (2) (c):

   (a) [1] The imposition of a fine, including the amount of said fine, shall be threatened with two weeks' notice. [2] The breach of duty must be listed in the warning. [3] In the warning, the bank is to be charged, within the notice period pursuant to lit. 1, with complying with its duties or proving that it is not responsible for the occurrence of the event in question or the breach of duties is non-material ((4)).

   (b) [1] Fines shall be issued based on a decision by the Deposit Protection Committee in consultation with the Senior Manager responsible for the Fund. [2] The decision to impose a fine shall be made after hearing the bank concerned

   (c) [1] Fines shall amount, in each individual case, to a maximum of the calculated annual contribution for the current year as determined by the standard assessment factor, but not more than EUR 250,000. [2] The following factors are to be taken into account when deciding to impose a fine and determining the amount of said fine: the type, severity and duration of the breach of duty, the resulting detriments to the Association of German Banks and/or the Fund and any unreasonable hardships for the bank in question. [3] Any penalty surcharge to be paid as a result of a breach of duty as pursuant to Section 5a (12) is to be credited against payment of an imposed fine.

   (d) [1] A decision of the Deposit Protection Committee concerning the imposition of a fine shall be communicated to such bank in writing; the decision shall become effective upon receipt thereof by the bank.

8. The following rules shall apply to exclusion from participation in the Fund pursuant to (2) (d):

   (a) [1] The bank must be warned that they are in danger of being excluded from the Fund six months in advance. [2] The breach of duty must be listed in the warning. [3] In the warning, the bank is to be charged,

within the notice period pursuant to lit. 1, with complying with its duties or proving that it is not responsible for the occurrence of the event in question or the breach of duties is non-material ((4)).

(b) The provisions in Section 4 (4) and (5) apply accordingly, whereby the Senior Manager responsible for the Fund must be consulted before a decision is made.

9. [1] The imposition of a disciplinary measure (or fulfilment of same) does not erase the underlying breach of duty. [1] Further disciplinary measures may be imposed in the event of sustained or renewed breaches of duty.

10. The right of the Association of German Banks to exclude the bank pursuant to Section 9 of the Association of German Banks' By-laws remains unaffected by Section 12 of these By-laws.

Section 13: Dissolution of the Fund

The dissolution of the Fund and the use of the Fund assets shall be matters for decision by the Members' Assembly (Mitgliederversammlung) in accordance with Section 11 of the By-laws.

Annex

Supplementary arrangements for the participation in Germany of branches of foreign banks in the Deposit Protection Fund

For participating German branches of foreign banks within the meaning of Section 53 (1) or Section 53b (1) of the German Banking Act, the following supplementary arrangements shall apply.

Section 1: Treatment of branches of foreign banks within the meaning of Section 53 (1) of the German Banking Act

[1] Subject to the other requirements and clarifications in the By-laws and in this annex, German branches of foreign banks will receive the same treatment with respect to participation in the Fund as if they were independent banks.

[2] Where German branches of banks from third countries are, by virtue of a statutory order issued by the responsible German authorities pursuant to Section 53c of the German Banking Act, treated wholly or partially as equivalent to German branches pursuant to Section 53b (1) of the German Banking Act, the following special arrangements for German branches pursuant to Section 53b (1) of the German Banking Act may also be applied wholly or partially to these German branches at the discretion of the Deposit Protection Committee.

Section 2: Conditions for participation in the Fund (Section 3 (1) of the By-laws of the Deposit Protection Fund)

The basis for determining compliance with the requirement to have the resources needed for business operations shall be,

(a) for branches of foreign banks within the meaning of Section 53 (1) of the German Banking Act, the capital placed at the disposal of the branch pursuant to Section 53 (2) no. 2 lit. 3 of the German Banking Act, and

(b) for branches within the meaning of Section 53b (1) of the German Banking Act, the situation of the whole bank and the requirements with respect to capital resources on the basis of which the competent authority in the home state of the bank grants permission to conduct banking business.

Section 3: Own funds factor and loss buffer ratio (Section 4a of the By-laws of the Deposit Protection Fund)

[1] The rules for calculating the own funds factor and the loss buffer ratio pursuant to Section 4a in conjunction with the "Risk Assessment Rules" shall be applied to the branches of foreign banks within the meaning of Section 53 (1) of the German Banking Act with the proviso that the circumstances of the branch shall apply.

[2] For branches within the meaning of Section 53b (1) of the German Banking Act, the calculation shall be based on the circumstances of the whole bank including all of its branches.

[3] The branches of foreign banks shall be obliged to make available to the Auditing Association without undue delay the information needed for the calculation of the own funds factor and the loss buffer ratio.

Section 4: General Business Conditions (Section 5 (1) of the By-laws of the Deposit Protection Fund as well as the Annex to Section 4 (1) lit. 1 and Section 5b (1) lit. 1 of the By-laws of the Deposit Protection Fund)

[1] When applying Section 5 (1) of the By-laws of the Deposit Protection Fund branches of a foreign bank within the meaning of Section 53 (1) or Section 53b (1) of the German Banking Act shall delete (3) of No. 20 of

their General Business Conditions and replace it with the following new (3):

"(3) Deposit Protection Fund: [1] The Bank also participates in the Deposit Protection Fund. In accordance with its By-laws and subject to the exemptions provided for therein, the Fund shall protect deposits at a domestic head office or branch office up to the amount listed per creditor in the Deposit Protection Fund's By-laws, in particular Section 6 and the Annex to Section 2a (1) of the Deposit Protection By-laws. [2] The protection ceiling shall be notified to the customer by the Bank on request. [3] It can also be accessed on the internet at www.bankenverband.de. [4] Not protected are, in particular, deposits of financial firms, public authorities including regional and local authorities, deposits that have arisen in connection with money laundering or terrorist financing, and bearer bonds. [5] For non-financial companies, non-profit organisations, associations and non-profit professional organisations, and other creditors referred to in Section 6 (3) of the By-laws of the Deposit Protection Fund, deposits with a term of more than 12 months and liabilities from promissory notes loans, registered bonds and comparable debt instruments under foreign law shall not be protected. [6] In any case, details on the scope of protection are set out in the By-laws of the Deposit Protection Fund, in particular Section 6 thereof as well as the Annex to Section 2a (1) of the By-laws of the Deposit Protection Fund (in particular Sections 8 to 10 thereof). [7] The Deposit Protection Fund shall only make compensation payments if and insofar as deposits exceed the protection ceiling of the home country deposit protection scheme. [8] The scope of the home country deposit protection may be obtained on the internet from the website of the responsible deposit protection scheme, the address of which shall be provided by the bank on request."

[3] Branches within the meaning of Section 53b (1) of the German Banking Act shall, in addition, when applying Section 5 (1) of the By-laws of the Deposit Protection Fund, delete the wording of (2) of No. 20 of their General Business Conditions and replace it with wording that adequately describes the foreign country's legal requirements for deposit protection that apply to the branch.

Section 5: Declaration of Authorisation (Section 5 (2) of the By-laws of the Deposit Protection Fund)

Branches of a foreign bank within the meaning of Section 53 (1) or Section 53b (1) of the German Banking Act shall add to the Declaration of Authorisation within the meaning of Section 5 (2), lit. 1 of the By-laws of the Deposit Protection Fund the following paragraph for each competent supervisory and resolution authority of its home state:

"I (we) hereby authorise the [banking supervisory authority/resolution authority] of our home state, [official title of the competent banking supervisory or resolution authority], to inform the Association of German Banks – Deposit Protection Fund – of any matter which indicates that deposits held with me (us) might possibly be in jeopardy. In addition, I (we) authorise the Association of German Banks – Deposit Protection Fund – to obtain all information necessary for this purpose from [official title of the competent banking supervisory or resolution authority] and to inform this authority of all incidents of which it becomes aware in the course of its activities. This declaration shall be irrevocable for the duration of my (our) participation in the Deposit Protection Fund within the Association of German Banks and – as long as deposits held with me (us) are protected by the By-laws of the Deposit Protection Fund – during the period specified in Section 4 (8) of the By-laws of the Deposit Protection Fund."

Section 6: Auditing of branches (Section 5 (4) of the By-laws of the Deposit Protection Fund)

[1] In addition to Section 5 (4) of the By-laws of the Deposit Protection Fund, branches of foreign banks shall be obliged to make available to the Auditing Association any information which the latter deems necessary – including information which can be obtained only from the head office of the bank –, to consent to information being obtained from the supervisory and resolution authorities of their home states and to allow themselves to be audited by the Audit Association. [2] The Audit Association shall have the right to carry out throughout the whole bank and without

restrictions in terms of place or subject matter all auditing activities deemed necessary for a sound assessment of the situation of the branch.

Section 7: Assessment base for the annual contribution (Section 5a (2) and (3) of the By-laws of the Deposit Protection Fund)

[1] The assessment of the annual contribution pursuant to Section 5a (2) and (3) of the By-laws of the Deposit Protection Fund shall be based on the protected deposits pursuant to Section 6 of the By-laws of the Deposit Protection Fund which are included by the branch in the statement of assets and liabilities within the meaning of Section 53 (2) no. 2 of the German Banking Act or, in the absence of a requirement to prepare such a statement, in the monthly balance sheet statistics pursuant to Section 18 of the German Bundesbank Act (Bundesbankgesetz). [2] If the foreign bank participates in a deposit guarantee scheme in its home state, the portion of deposits which does not exceed the protection ceiling of the home-state deposit guarantee scheme shall be deducted. [3] Branches shall be obliged to document the amount of deposits covered by lit. 1 and 2 and to furnish proof of this to the Association of German Banks. [4] On request, the branch shall furnish evidence of an auditor's confirmation satisfying the requirements of German Auditing Standard IDW 490 that the information is accurate.

Section 8: Protection of deposits (Section 6 (1) of the By-laws of the Deposit Protection Fund)

Deposits at branches of foreign banks shall be protected under the conditions set out in Section 6 of the By-laws of the Deposit Protection Fund only in so far as they are included by the branch in the statement of assets and liabilities within the meaning of Section 53 (2) no. 2 of the German Banking Act or would have to be included if such a statement had to be prepared.

Section 9: Protection ceiling (Section 6 (7) of the By-laws of the Deposit Protection Fund)

[1] For branches of foreign banks within the meaning of Section 53 (1) of the German Banking Act, the protection ceiling pursuant to Section 6 (8) (a) of the By-laws of the Deposit Protection Fund shall be set on the basis of the relevant own funds within the meaning of Article 72 of the CRR at the time of the most recent published annual financial statements of the branch. [2] Section 53 (2) no. 4 of the German Banking Act shall not apply.

[3] For branches of foreign banks within the meaning of Section 53b (1) of the German Banking Act, the protection ceiling pursuant to Section 6 (8) (a) of the By-laws of the Deposit Protection Fund shall on application by the bank be fixed as follows:

Option 1:

If the branch maintains in Germany endowment capital within the meaning of Section 53 (2) no. 4 of the German Banking Act, this capital may be taken as the basis for calculating the protection ceiling pursuant to Section 6 (8) (a) of the By-laws provided that such endowment capital is available permanently or at least until the next balance sheet date of the head office.

Option 2:

[1] The branch shall be allocated as the basis for calculating the protection ceiling that portion of the whole bank's prudentially recognised own funds within the meaning of Article 72 of the CRR which reflects the ratio of total assets of the branch, adjusted to exclude all transactions with own offices and affiliated companies, to the similarly adjusted total assets of the bank as at the balance sheet date.

[2] The branch shall be obliged to furnish the following information, certified by the auditor of the bank as a whole:

- the total assets of the bank as a whole, adjusted to exclude all transactions with own offices and affiliated companies,

- the total assets of the branch, adjusted to exclude all transactions with own offices and affiliated companies,
- the amount of prudentially recognised liable own funds of the bank as a whole, broken down into Tier 1 and Tier 2 capital.

[3] In principle, these figures shall be as at the last balance sheet date of the head office; they may, however, also be requested as at another date specified by the Auditing Association or also as at several dates if the Auditing Association is of the opinion that the figures as at the balance sheet date do not reflect the average business situation of the branch.

Option 3:

[1] The protection ceiling shall be fixed without the need for any further information at a flat amount of EUR 750,000 (EUR 450,000 as of 1 January 2025 and EUR 250,000 as of 1 January 2030).

[2] For newly admitted branches of banks, Section 6 (8) (b) shall apply.

Section 10: Relationship with the home-state deposit guarantee scheme (Section 6 (16) of the By-laws of the Deposit Protection Fund)

If the foreign bank participates in a deposit guarantee scheme in its home state, the Deposit Protection Fund shall – subject to the provisions in Section 6 of the By-laws of the Deposit Protection Fund – only provide compensation in accordance with the By-laws of the Deposit Protection Fund if and to the extent that deposits exceed the protection ceiling of the home-state deposit guarantee scheme.

Risk Assessment Rules

1. General rules

Section 1:

[1] The credit rating and the calculation of the own funds factor and the loss buffer ratio shall be performed by the Auditing Association, its subsidiaries or a third-party commissioned by the Auditing Association. The credit rating procedure must be carried out by a recognised rating agency pursuant to Section 10 (2) of the German Regulation on Financing the Compensation Scheme of German Private Banks GmbH (Verordnung über die Finanzierung der Entschädigungseinrichtung deutscher Banken GmbH , EntschFinV). [2] The Auditing Association shall also have the right to commission auditors or accountancy firms to perform support services for the credit rating procedure for foreign banks if it appears useful to do so in view of the accounting rules or other legal requirements in the home state in question.

Section 2:

1. [1] The credit rating result, the own funds factor and the loss buffer ratio shall be disclosed only to

   (a) the management of the bank concerned

   (b) the Board of Management of the Auditing Association and

   (c) the Head of Deposit Protection, the management of the Deposit Protection Fund and the member of the Senior Management of the Association of German Banks with responsibility for deposit protection and, where necessary for the purposes of calculating the annual contribution or a special contribution, any other staff from the Association of German Banks.

[2] The credit rating result, the own-funds factor and the loss buffer ratio must be kept in the strictest confidence by all concerned. [3] In particular, the affected banks shall not disclose them either in the course of doing business or in advertising.

2. [1] In deviation from (1), disclosing the credit rating result, the own-funds factor and the loss buffer ratio is permissible should the following requirements be met and pursuant to the following limitations:

(a) The Auditing Association and the Association of German Banks shall have the right to disclose the results of the risk assessment, in particular the results of the credit rating, pursuant to Section 11 (3) of these By-laws.

(b) The Auditing Association, its subsidiaries and/or a third party commissioned in accordance with Section 1 of this annex shall have the right to make the results of the risk assessment, in particular the results of the credit rating, available to their competent supervisory authority.

(c) The bank in question has the right to provide access to the results of the risk assessment, in particular the results of the credit rating, to the Compensation Scheme of German Private Banks (Entschädigungseinrichtung deutscher Banken GmbH) for the purpose of calculating their contribution.

(d) The bank in question has the right to disclose the results of the credit rating to a limited number of business partners should the following, cumulative requirements be met and under the following limitations:

(i) The bank in question is

(A) neither a significant enterprise subject to supervision, nor part of a significant group pursuant to Regulation (EU) 468/2014 of the European Central Bank, nor classified as a “high-impact LSI” by the ECB,

(B) not a publicly traded share capital company pursuant to Section 264d of the German Commercial Code, regardless

of legal form, or a subsidiary of such a publicly traded share capital company,

(C) not a domestic branch of foreign banks within the meaning of Section 53 (1) and Section 53b (1) respectively of the German Banking Act and

(D) not part of a domestic or foreign bank and/or insurance group, unless they are the parent company (parent institution or parent company) for supervisory purposes, or would be considered so when applying the CRR or German Insurance Supervision Act (Versicherungsaufsichtsgesetz, VAG).

(ii) The results may be disclosed exclusively to no more than 50 professional clients pursuant to Annex II of Directive 2014/65/EU of the European Parliament and of the Council. These clients must assure the bank that the information will be kept strictly confidential and that they will not to use the results of the credit rating for supervisory purposes.

(iii) The bank in question will ensure that all recipients comply with the requirements set out by the Auditing Association, its subsidiaries and/or a third party commissioned to carry out the audit. These requirements may pertain to ensuring compliance with legal obligations (in particular any obligations pursuant to Regulation (EC) No. 1060/2009 of the European Parliament and of the Council), with the Auditing Association or the enterprise carrying out the credit rating and implementation of the above requirements and limits. They may also pertain to ensuring that the credit rating is otherwise treated confidentially and to rules regarding paying part of the expenses in return for the option of disclosing the results of the credit rating in accordance with (d).

(iv) The bank in question must inform the Auditing Association, and/or the subsidiary or the third party commissioned to carry out the audit of their intention to disclose the results of the credit rating in writing in advance, and conclude an agreement with the body

carrying out the audit implementing the requirements to do so pursuant to (iii).

Section 3:

[1] The bank shall be able to appeal to a court of arbitration with respect to the results of the risk assessment; this court shall determine whether, in the case in question, the credit rating, the own funds factor and the loss buffer ratio have been performed and calculated in conformity with the prescribed procedure.

[2] The bank concerned and the Auditing Association shall each appoint an arbitrator. [3] The arbitrators shall agree on a chairperson, who should be a certified public accountant who specialises in auditing banks.

[4] Recourse to arbitration shall have no suspensive effect on any obligation to pay an increased contribution or on other measures. [5] Should the court of arbitration come to the conclusion that the credit rating or the own funds factor or the loss buffer ratio has not been calculated correctly, the amount of the increased contribution which deviates from the correctly calculated contribution shall, however, be reimbursed.

[6] A bank which loses arbitration proceedings in full or in part shall bear the costs thereof to the extent that it loses such proceedings.

2. Rules for the credit rating procedure

Section 4:

[1] Credit rating shall be carried out on the basis of an assessment of key quantitative and qualitative aspects of the financial profile and business profile using a system of ratios and criteria. [2] In this respect, the description of the credit rating procedure shall apply which is produced by the Auditing Association or a third party commissioned in accordance with Section 1 of this annex and notified to the Deposit Protection Committee.

Section 5:

[1] A bank for which another bank participating in the Fund has furnished a Declaration of Undertaking pursuant to Section 5 (10) of the By-Laws of the Deposit Protection Fund shall be assigned on request the credit rating of the shareholding bank if the latter bank's credit rating is better than its own. [2] The foregoing arrangement shall also apply if the Declaration of Undertaking has been furnished by a domestic bank which does not participate in the Fund or a bank domiciled in another EEA or EFTA state provided that the shareholding bank has submitted to credit rating in accordance with these rules. [3] The conditions prevailing at the time when the annual contribution is set shall apply.

Section 6:

[1] The credit rating procedure shall result in the bank being assigned to one of the 22 categories from AAA to D.[1)]

[2] The intensity of the deposit protection audits shall depend partly on the rating of the individual bank.

Section 7:

[1] Newly admitted banks which are not yet able to submit annual financial statements as a deposit-taking institution for three full business years shall be assigned to the entry level E (in accordance with the rating procedure description) until submission of the annual financial statements for the third full business year. [2] Entry level E shall not lead to any markups or markdowns when calculating the annual contributions. [3] Banks with entry level E status may be audited more frequently and more extensively by the Auditing Association than other banks participating in the Fund.

[4] If a corresponding credit rating result is obtained at a later date, banks may be assigned to the category BBB or lower while they still have entry

1) Rating categories: AAA, AA+, AA, AA-, A+, A, A-; BBB+, BBB, BBB-, BB+, BB, BB-, B+, B, B-; CCC+, CCC, CCC-, CC, C; D

level status; for the purpose of calculating the annual contribution or any special contributions, the entry level shall continue to apply.

3. Rules for calculating the own funds factor

Section 8:

[1] The own funds factor shall be calculated as the ratio of (i) protected liabilities in accordance with the assessment basis for the annual contribution (Section 5a (3) of the By-laws of the Deposit Protection Fund) – whereby, for the purpose of calculating the own funds factor, the protected liabilities pursuant to Section 6 (including Section 6 (17)) of the By-laws of the Deposit Protection Fund shall be weighted at 100% – to (ii) own funds eligible for recognition within the meaning of Article 72 of the CRR (whereby these may also contain elements which the bank has refrained from including in own funds for prudential purposes but evidence of which has been furnished to the Auditing Association). [2] To determine the annual contribution for the following year, an average amount shall be calculated from the figures as at 31 March and 30 June of the current year and as at 30 September and 31 December of the previous year. [3] The own funds factor shall be calculated using the procedure for calculating the own funds factor produced by the Auditing Association or by a third party commissioned in accordance with Section 1 of this annex and notified to the Deposit Protection Committee.

Section 9:

For newly admitted banks, the own funds factor shall be calculated retrospectively for the period up to and including the third year following the year of admission and shall be the own funds factor for the fourth year following the year of admission. For newly established banks, the own funds factor used shall be that calculated for the fifth year following the year of admission, which shall also apply to the fourth year following the year of admission.

4. Rules for calculating the loss buffer ratio

Section 10:

The loss buffer ratio shall be the ratio of (i) own funds eligible for recognition within the meaning of Article 72 of the CRR (whereby these may also contain elements which the bank has refrained from including in own funds for prudential purposes but evidence of which has been furnished to the Auditing Association) and those liabilities of the bank which are bail-in-able and which are not senior to protected liabilities pursuant to Section 6 of the By-laws of the Deposit Protection Fund to (ii) the risk-weighted positions of the bank pursuant to Part Three, Title II of the CRR. [2] To determine the annual contribution for the following year, an average amount shall be calculated from the figures as at 31 March and 30 June of the current year and as at 30 September and 31 December of the previous year. [3] The loss buffer ratio shall be calculated using the procedure for calculating the loss buffer ratio produced by the Auditing Association or by a third party commissioned in accordance with Section 1 of this annex and notified to the Deposit Protection Committee.

Section 11:

For newly admitted banks, the loss buffer ratio shall be calculated retrospectively for the period up to and including the third year following the year of admission and shall be the loss buffer ratio for the fourth year following the year of admission. For newly established banks, the loss buffer ratio used shall be that calculated for the fifth year following the year of admission, which shall also apply to the fourth year following the year of admission.

Rules for the deposit rating procedure

Section 1:

[1] The deposit rating shall be carried out by the Auditing Association, one of its subsidiaries, or a third-party commissioned by the Auditing Association. 2The Auditing Association and/or its subsidiary shall also have the right to commission auditors or accountancy firms to perform support services for the deposit rating procedure for foreign banks if it appears useful to do so in view of the accounting rules or other legal requirements in the home state in question.

Section 2:

[1] The deposit rating result shall be disclosed only to

(a) the management of the bank concerned

(b) the Board of Management of the Auditing Association and

(c) the Head of Deposit Protection, the management of the Deposit Protection Fund and the member of the Senior Management of the Association of German Banks with responsibility for deposit protection and, where necessary for the purposes of calculating the annual contribution or a special contribution, any other staff from the Association of German Banks.

[2] The deposit rating result shall be treated in the strictest confidence by all concerned. [3] In particular, the affected banks shall not make them public either in the course of doing business or in advertising. [4] The Auditing Association and the Association of German Banks shall have the right to share the results of the deposit rating pursuant to Section 11 (3) of these By-laws. [5] The Auditing Association, its subsidiaries and/or a third party commissioned in accordance with Section 1 of this annex shall have the right to make the results of the deposit rating available to their competent supervisory authority.

Section 3:

[1] The bank shall be able to appeal to a court of arbitration with respect to the results of the deposit rating; this court shall determine whether, in the case in question, the deposit rating has been performed and calculated in conformity with the prescribed procedure.

[2] The bank concerned and the Auditing Association shall each appoint an arbitrator. [3] The arbitrators shall agree on a chairperson, who should be a certified public accountant who specialises in auditing banks.

[4] Recourse to arbitration shall have no suspensive effect on any obligation to pay an increased contribution or on other measures arising from the deposit rating procedure. [5] In the event that the court of arbitration determines that the deposit rating is inaccurate, an amended deposit rating is to be implemented.

[6] A bank which loses arbitration proceedings in full or in part shall bear the costs thereof to the extent that it loses such proceedings.

Section 4:

[1] The deposit rating shall be carried out on the basis of an assessment of key quantitative and qualitative aspects of the business model and governance and validity risks relevant to the Fund using a system of markups and markdowns on the credit rating. [2] In this respect, the description of the deposit rating procedure shall apply which is produced by the Auditing Association, its subsidiaries or a third party commissioned in accordance with Section 1 of this annex and notified to the Deposit Protection Committee. [2] The deposit rating procedure shall be overseen by legally required supervisory bodies and by the European Securities and Markets Authority (ESMA).

Section 5:

[1] The deposit rating procedure shall result in the bank being assigned to one of the seven categories, from Deposit Risk 1 (DR 1) to Deposit Risk 7 (DR 7). [2] The intensity of the deposit protection audits shall depend partly on the rating of the individual bank.

No. 20 of the General Business Conditions of Banks (courtesy translation)
20. Protection of deposits

Information on deposit protection

(1) Deposits: Deposits are credit balances resulting from funds left in an account or from temporary situations deriving from banking transactions and which the Bank is required to repay under the legal and contractual conditions applicable, such as credit balances on current accounts, time deposits, savings deposits, savings bonds and registered bonds. The applicable definitions shall be those set out in Section 2 (3) of the German Deposit Guarantee Act (Einlagensicherungsgesetz [EinSiG]) and Section 6 (1) of the By-laws of the Deposit Protection Fund of German Banks (Einlagensicherungsfonds deutscher Banken – Einlagensicherungsfonds), which forms part of the Association of German Banks (Bundesverband deutscher Banken e.V.).

(2) Statutory Deposit protection: The Bank is assigned to the Entschädigungseinrichtung deutscher Banken GmbH (Compensation Scheme of German Banks) as the institution responsible for the statutory deposit protection of private banks. In accordance with EinSiG and subject to the exemptions provided for therein, the statutory deposit protection scheme protects deposits up to an equivalent of 100,000 euros per depositor. In the cases specified in Section 8 (2) of EinSiG, this amount is increased to 500,000 euros. These cases cover, in particular, amounts resulting from real estate transactions in connection with privately used residential property. Not protected are, in particular, deposits of financial firms, public authorities including regional and local authorities, deposits that have

arisen in connection with money laundering or terrorist financing, and bearer bonds. Details are set out in EinSiG, in particular Section 8 thereof.

(3) Deposit Protection Fund: *The Bank also participates in the Deposit Protection Fund.* In accordance with its By-laws and subject to the exemptions provided for therein, the Fund shall protect deposits at a domestic head office or branch office up to the following amount per creditor (protection ceiling):

(a) (i) 5 million euros for natural persons and foundations with legal capacity irrespective of the term of the deposit; and (ii) 50 million euros for non-financial companies, non-profit organisations, associations and non-profit professional organisations, and other creditors referred to in Section 6 (3) of the By-laws of the Deposit Protection Fund. In any event, deposits shall be protected up to a maximum of 15% of the bank's own funds within the meaning of Article 72 of the CRR, with Tier 2 capital only being taken into account up to an amount of 25% of Tier 1 capital within the meaning of Article 25 of the CRR. Further details on calculating the relevant own funds are set out in Section 6 (8) (a) of the By-laws of the Deposit Protection Fund.

(b) From 1 January 2025: (i) 3 million euros for natural persons and foundations with legal capacity irrespective of the term of the deposit; and (ii) 30 million euros for non-financial companies, non-profit organisations, associations and non-profit professional organisations, and other creditors referred to in Section 6 (3) of the By-laws of the Deposit Protection Fund. In any event, deposits shall be protected up to a maximum of 8.75% of own funds within the meaning of (a) lit. 2 and 3.

(c) From 1 January 2030: (i) 1 million euros for natural persons and foundations with legal capacity irrespective of the term of the deposit; and (ii) 10 million euros for non-financial companies, non-profit organisations, associations and non-profit professional organisations, and other creditors referred to in Section 6 (3) of the By-laws of the Deposit Protection Fund. In any event, deposits shall be protected

up to a maximum of 8.75% of own funds within the meaning of (a) lit. 2 and 3.

(d) For deposits protected until the end of 31 December 2022, the protection ceilings applicable at that time shall continue to apply until the deposit matures, is rolled over or can be cancelled by the customer for the first time or is transferred to one or more foreign branches. For deposits established or rolled over after 31 December 2022, the relevant new protection ceilings shall apply as of the above cut-off dates.

Compensation shall be based on the protection ceiling which has been notified to the bank as the result of the assessment made by the Auditing Association and which is available on the internet at www.bankenverband.de. *The protection ceiling shall be notified to the customer by the Bank on request.*

Not protected are, in particular, deposits of financial firms, public authorities including regional and local authorities, deposits that have arisen in connection with money laundering or terrorist financing, and bearer bonds. For creditors specified under (a) (ii), (b) (ii) and (c) (ii), deposits with a term of more than 12 months and liabilities from promissory notes loans, registered bonds and comparable debt instruments under foreign law shall not be protected.

Liabilities of banks that were protected until the end of 31 December 2022 in accordance with Section 6 of the version of the By-laws of the Deposit Protection Fund registered with the Register of Associations on 18 November 2021 shall continue to be protected as provided for thereunder. After 31 December 2022, the grandfathered status shall cease to apply as soon as the liability concerned falls due, can be terminated or otherwise reclaimed, or if the liability is transferred by way of individual or universal succession in title or is transferred to a foreign branch.

Details on the scope of protection, including the protection ceilings, are set out in the By-laws of the Deposit Protection Fund, in particular Section 6 thereof.

The By-laws shall be made available on request and can also be accessed on the internet at www.bankenverband.de.

Transfer of claims and disclosure of information

(4) Transfer of claims: To the extent that the Deposit Protection Fund or one of its representatives makes payments to a customer, the amount of the customer's claims against the Bank, together with all subsidiary rights, shall be transferred simultaneously to the Deposit Protection Fund.

(5) Disclosure of information: The Bank shall be entitled to disclose to the Deposit Protection Fund or to its mandatory all the necessary information in this respect and to place documents at their disposal.

Text of the Declarations of Authorisation

- I (we) hereby authorise the Federal Financial Supervisory Authority to inform the Association of German Banks – Deposit Protection Fund – of anything which shows that deposits held by me (us) might possibly be in jeopardy. In addition, I (we) authorise the Association of German Banks – Deposit Protection Fund – to obtain all information necessary for such purpose from the Federal Financial Supervisory Authority and to inform the Federal Financial Supervisory Authority of all incidents of which it may become aware in the course of its activities. This declaration shall be irrevocable for the duration of my (our) participation in the Deposit Protection Fund within the Association of German Banks and – as long as deposits held with me (us) are protected by the By-laws of the Deposit Protection Fund – during the period specified in Section 4 (8) of the By-laws of the Deposit Protection Fund.
- I (we) hereby authorise the European Central Bank to inform the Association of German Banks – Deposit Protection Fund – of anything which shows that deposits held by me (us) might be possibly in jeopardy. In addition, I (we) authorise the Association of German Banks – Deposit Protection Fund – to obtain all information necessary for such purpose from the European Central Bank and to inform the European Central Bank of all incidents of which it may become aware in the course of its activities. This declaration shall be irrevocable for the duration of my (our) participation in the Deposit Protection Fund within the Association of German Banks and – as long as deposits held with me (us) are protected by the By-laws of the Deposit Protection Fund – during the period specified in Section 4 (8) of the By-laws of the Deposit Protection Fund.
- I (we) hereby authorise the Deutsche Bundesbank Bank to inform the Association of German Banks – Deposit Protection Fund – of anything which shows that deposits held by me (us) might be possibly in jeopardy. In addition, I (we) authorise the Association of German Banks – Deposit Protection Fund – to obtain all information necessary for such purpose from the Deutsche Bundes-

bank and to inform the Deutsche Bundesbank of all incidents of which it may become aware in the course of its activities. This declaration shall be irrevocable for the duration of my (our) participation in the Deposit Protection Fund within the Association of German Banks and – as long as deposits held with me (us) are protected by the By-laws of the Deposit Protection Fund – during the period specified in Section 4 (8) of the By-laws of the Deposit Protection Fund.

- I (we) hereby authorise the Auditing Association of German Banks to inform the Association of German Banks – Deposit Protection Fund – of anything which shows that deposits held by me (us) might be possibly in jeopardy or of anything which concerns my (our) obligations arising from the By-laws of the Deposit Protection Fund. In addition, I (we) authorise the Association of German Banks – Deposit Protection Fund – to obtain all information necessary for such purpose from the Auditing Association of German Banks and to inform the Auditing Association of German Banks of all incidents of which it may become aware in the course of its activities. This declaration shall be irrevocable for the duration of my (our) participation in the Deposit Protection Fund within the Association of German Banks and – as long as deposits held with me (us) are protected by the By-laws of the Deposit Protection Fund – during the period specified in Section 4 (8) of the By-laws of the Deposit Protection Fund.
- I (we) hereby authorise all other responsible supervisory and resolution authorities to inform the Association of German Banks – Deposit Protection Fund – of anything which shows that deposits held by me (us) might be possibly in jeopardy. In addition, I (we) authorise the Association of German Banks – Deposit Protection Fund – to obtain all information necessary for such purpose from these other responsible supervisory and resolution authorities and to inform them of all incidents of which it may become aware in the course of its activities. This declaration shall be irrevocable for the duration of my (our) participation in the Deposit Protection Fund within the Association of German Banks and – as long as deposits held with me (us) are protected by the By-laws of the Deposit Protection Fund – during the period specified in Section 4 (8) of the By-laws of the Deposit Protection Fund.

Section 11 of the Articles of the Auditing Association of German Banks

Section 11: Conditions

(1) [1] The Auditing Association can impose conditions on a member bank if the Auditing Association deems it necessary to do so based on the individual risk situation of the member bank[1] and in light of the interests of deposit protection. [2] Pursuant to (1) above, conditions may be imposed in particular if

1. At a minimum, a significant deficit is determined by
   a) audits carried out by the Auditing Association as part of an audit pursuant to the audit guidelines (Section 5 (4) of these By-laws), in which a significant deficit represents, in particular, a "special audit finding" pursuant to the audit guidelines for audits carried out by the Auditing Association, or
   b) audits carried out by an accountancy firm as part of an annual financial audit, consolidated financial statement audit or special audit and the Auditing Association is aware of the significant deficit, or
   c) carried out by a supervisory authority as part of a special audit and the Auditing Association is aware of the significant deficit or
2. a notification has been made for a member bank pursuant to Section 29 (3) lit. 1 German Banking Act and the Auditing Association is aware of same or

1 Member banks pursuant to these Articles are all units named in Section 6 (1) of the By-laws of the Association of German Banks, including domestic branches of whole foreign banks, see also Sections 53, 53b and 53c of the German Banking Act.

3. if the deposit rating of the member bank according to Section 4 (1) lit. 1 no. 7 on classification into a deposit risk category (DR) leads to a category of "4" or worse, or

4. if the credit rating result of the member bank according to Section 4 (1) lit. 1 no. 7 is "BBB-" or worse, or

5. if the credit rating result of the member bank according to Section 4 (1) lit. 1 no. 7 is "BBB+" or worse and

   a) more than 50% of the member bank's assets are used as collateral for its own liabilities, or

   b) the member bank does not have enough refinancing diversified according to source, i.e. the member bank refinances more than 90% of the total assets with protected deposits alone, or

   c) the group exposure[2] of the member bank after collateral recognised by supervisory law but before application of supervisory relief is more than 100 % of the Tier 1 capital defined by supervisory law; for branches this applies to the relevant settlement accounts for the head office, or

6. the bank is experiencing developments or circumstances that would justify measures to be taken by the supervisory authority pursuant to Section 45 of the German Banking Act or measures have been imposed on the member bank by the supervisory authority pursuant to Section 45 of the German Banking Act or Section 36 of the German Recovery and Resolution Act and the Auditing Association is aware of such developments or circumstances, or

7. the Auditing Association deems it necessary to do so based on the potential effect on the member bank due to the risk situation of businesses associated with the member bank, the corporate group to

2 Group exposure is calculated using the risk position and groups of connected clients pursuant to the regulations of the CRR and any national implementing laws derived therefrom in regard to large exposures.

which the member bank belongs or the bank as a whole and in light of the interests of deposit protection.

(2) [1] In addition the Auditing Association can impose provisional conditions on a member bank. [2] These conditions may be imposed in particular if

1. there is an impediment to audits carried out by the Auditing Association pursuant to the audit guidelines (Section 5 (4) of these By-laws), or the Auditing Association is aware of an impediment to audits carried out by third parties. The conditions may be imposed until such impediments have been removed and the audit is complete, or
2. a member bank intends to make significant changes to their business model or another change pursuant to Section 10 (1) lit. 1 no. 8 and the condition serves to avoid an increase in existing risks or to limit the volume of protected deposits at the member bank until an audit of the changes can be performed, or
3. a significant participating interest (Section 1 (9) German Banking Act) in a member bank has been acquired or a process pursuant to Section 6 (1) lit. 1 no. 2 to 4. has begun but a holder control procedure pursuant to Section 4 (1) lit. 1 no. 2, Section 6 and Section 10 (1) lit. 1 no. 6 has not been completed, and the conditions serve to maintain the current risk situation until the holder control procedure is complete.

(3) [1] In addition, the Auditing Association can impose conditions on a member bank to ensure that the material circumstances and business policy objectives serving as the basis for admission as a member during an application for membership or for the change of holder as part of a holder control procedure are maintained. [2] The Auditing Association must perform an assessment before a member bank makes material changes.

(4) [1] The Auditing Association can also impose conditions on a member bank in the event of improper behaviour from the member bank, the bank as a whole, a business associated with the bank or the corporate group to which the member bank belongs. [2] Improper behaviour is, in particular, when a member bank, the bank as a whole, a business associated with the bank or the corporate group to which the member bank belongs

take actions that are objectively suitable for putting at risk or impairing the interests, mode of operation, integrity or objectives of the deposit protection or the Auditing Association, or fail to take actions that would objectively prevent same.

(5) [1] The Auditing Association may, in particular, impose the following types of conditions:

1. conditions for reducing risks,
2. conditions for improving data,
3. conditions for compliance with thresholds set by the Auditing Association (e.g. for key regulatory figures),
4. conditions for implementing action plans,
5. conditions for improving governance, internal control systems (ICS), compliance management systems (CMS) and risk management systems (RMS), and
6. conditions for ensuring that existing obligations are met

[2] Conditions may be imposed individually or in combination.

(6) [1] When imposing conditions, the Auditing Association must take into account the interests of all members and the risk of recourse to the Deposit Protection Fund, as well as the consequences of recourse to the Deposit Protection Fund. [2] The Auditing Association must also, when imposing conditions, take into account the interests and the business model of the member bank and obey the principle of proportionality. [3] The Board of Directors can issue guidelines and instructions on the specifics of these conditions.

(7) [1] The member bank must, at the request of the Auditing Association, confirm in writing to the Auditing Association that the conditions have been met. [2] The Auditing Association can, within the framework of audits pursuant to the audit guidelines (Section 5 (4) of these By-laws), confirm that the conditions have been met. 3Should the Auditing Association determine, after reviewing the case, that the requirements for

imposing a condition are no longer met, it must remove the condition and inform the member bank in writing.

(8) [1] In the event that a member bank wishes to request that the imposition of conditions be reviewed, it must appeal to the advisory board within 3 months of receiving the decision regarding the condition. [2] An appeal to the advisory board, which must take place pursuant to Section 25 (2) below, has no suspensive effect and does not release the member bank from a requirement to fulfil the obligations arising from the conditions (including obligations pursuant to (7) lit. 1 and 2 above, that is compliance with imposed conditions - if applicable only until such a time as the advisory board comes to a different decision - and allowing compliance with such conditions to be audited by the Auditing Association). [3] The decision regarding the appeal against the condition will be delegated to a committee from the advisory board. [4] The specifics are set out in the rules of procedure for the advisory board. [5] In the event that an appeal is made to the advisory board, all documents and information upon which the imposition of the condition was based must be provided to the advisory board committee and, in the event of additional requirements set out in the rules of procedure for the advisory board, the entire advisory board; as such, Section 24 (3) lit. 1 does not apply. [6] In the event that the appeal to the advisory board does not result in a change to or removal of the condition, or a mutually acceptable solution between the Auditing Association and the member bank, a court of arbitration shall decide the matter without recourse to established courts of law, provided that an arbitration contract in accordance with the annex and pursuant to Section 11 (8) lit. 6 has been signed and provided this is not contradictory to any mandatory law. [2] Any such arbitration has no suspensive effect and does not release the member bank from a requirement to fulfil the obligations arising from the conditions (including obligations pursuant to (7) lit. 1 and 2 above, that is compliance with imposed conditions - if applicable only until such a time as the court of arbitration comes to a different decision - and allowing compliance with such conditions to be audited by the Auditing Association).

Briefkopf

Verpflichtungserklärung gemäß § 5 Absatz 10 des Statuts des innerhalb des Bundesverbandes deutscher Banken e.V. bestehenden Einlagensicherungsfonds

Ich (Wir)[1]

_____

stehe(n) zu

_____

(im Folgenden „Bank“) in einer Verbindung, wie sie § 5 Absatz 10 des Statuts des innerhalb des Bundesverbandes deutscher Banken e.V. bestehenden Einlagensicherungsfonds umschreibt. Ich (Wir) verpflichte(n) mich (uns), den Bundesverband deutscher Banken e.V. von allen Verlusten freizustellen, die diesem durch Maßnahmen gemäß § 2 Absatz 2 des Statuts des Einlagen-

Letterhead

Declaration of Undertaking pursuant to Section 5 (10) of the By-laws of the Deposit Protection Fund within the Association of German Banks

I (We)[1]

_____

have a relationship with

_____

(hereinafter referred to as „Bank“) as described in Section 5 (10) of the By-laws of the Deposit Protection Fund within the Association of German Banks. I (We) undertake to indemnify the Association of German Banks against any losses which the Association may suffer from measures taken in favour of the Bank pursuant to Sec-

1 Name, Adresse und (i) im Falle von Gesellschaften – (Handels)Registernummer bzw. (ii) im Falle von natürlichen Personen – Geburtsdatum / Name, address and (i) in case of companies – registration number and (ii) in case of individuals – date of birth

sicherungsfonds zu Gunsten der Bank entstehen.

Diese Erklärung bleibt bis zum Widerruf wirksam, und zwar unabhängig davon, ob meine (unsere) Verbindung im Sinne des § 5 Absatz 10 des Statuts des Einlagensicherungsfonds zu der Bank in irgendeiner Weise fortbesteht. Sie ist unwiderruflich, solange eine solche Verbindung fortbesteht. Wird diese Erklärung in einem Zeitpunkt widerrufen, in dem bereits Tatsachen vorliegen, die zu Maßnahmen gemäß § 2 Absatz 2 des Statuts des Einlagensicherungsfonds führen, so gilt meine (unsere) Verpflichtung gemäß Absatz 1 dieser Erklärung auch hinsichtlich dieser Maßnahmen.

Für Streitigkeiten aus dieser Erklärung ist ausschließlich das Landgericht Berlin zuständig.

Für alle Rechtsbeziehungen, die sich aus dieser Erklärung ergeben, gilt das Recht der Bundesrepublik Deutschland.

tion 2 (2) of the By-laws of the Deposit Protection Fund.

This declaration shall remain in effect until revocation, irrespective of whether or not my (our) relationship with the Bank within the meaning of Section 5 (10) of the By-laws of the Deposit Protection Fund persists in any manner. This declaration shall be irrevocable for as long as such relationship persists. If this declaration shall be revoked at a time when facts have already arisen which lead to the taking of measures pursuant to Section 2 (2) of the By-laws of the Deposit Protection Fund, my (our) obligation under the first paragraph hereof shall also apply with respect to the taking of such measures.

Any disputes arising in connection with this declaration shall fall within the exclusive jurisdiction of the Landgericht Berlin.

All legal relationships resulting from this declaration shall be subject to the law of the Federal Republic of Germany.

Ich (Wir)	I (We)
_____	_____
ernenne(n) und bevollmächtige(n) hiermit unwiderruflich	hereby irrevocably appoint and authorise
_____	_____
als Zustellungsbevollmächtigten für alle Schriftstücke, Erklärungen und jede andere Form von Mitteilungen aus oder im Zusammenhang mit möglichen oder bereits anhängigen Rechtsstreitigkeiten aus oder im Zusammenhang mit dieser Erklärung. Für den Fall, dass der ernannte Zustellungsbevollmächtigte diese Aufgabe aus rechtlichen oder tatsächlichen Gründen nicht mehr ausüben kann, verpflichte(n) ich (wir) mich (uns), unverzüglich einen anderen im Gebiet der Bundesrepublik Deutschland ansässigen Zustellungsbevollmächtigten zu ernennen und diese Ernennung dem Einlagensicherungsfonds unverzüglich mitzuteilen.[2]	as process agent for all papers, declarations and any other form of communications resulting from or in connection with potential or already pending litigation resulting from or in connection with this declaration. If the appointed process agent can no longer perform this function for legal or factual reasons, I (we) shall be obliged to appoint without delay another process agent resident on the territory of the Federal Republic of Germany and to notify the Deposit Protection Fund promptly of such appointment.[2]

2 Dieser Absatz ist zu streichen, wenn der Unterzeichner dieser Erklärung seinen Sitz in der Bundesrepublik Deutschland hat. / This paragraph should be deleted if the signatory to this declaration is resident in the Federal Republic of Germany.

Diese Erklärung wird in englischer und deutscher Sprache unterzeichnet. Im Falle von Abweichungen ist allein der deutsche Text maßgeblich.

This declaration is executed in English and German. In case of discrepancies, the German version shall prevail.

Ort und Datum / Place and Date

Unterschrift / Signature[3]

Name / Name[4]

Funktion / Function[5 6]

Ort und Datum / Place and Date

Unterschrift / Signature[3]

Name / Name[4]

Funktion / Function[5 6]

3 Die Unterschrift ist mit einem Firmenstempel zu versehen (soweit vorhanden), zu beglaubigen und ggf. mit Apostille zu versehen bzw. zu legalisieren, soweit der Bankenverband nicht hierauf verzichtet. / The signature has to be sealed with the company seal (if applicable), notarized and, as the case may be, apostilled or legalized, unless the Association of German Banks waives such requirement.

4 Name des Unterzeichnenden in Großbuchstaben / Name of signatory in capital letters

5 Funktion des Unterzeichnenden in Großbuchstaben / Function of signatory in capital letters

6 Soweit die Vertretungsberechtigung des Unterzeichners nicht aus öffentlich einsehbaren Registern ersichtlich ist, sind marktübliche Nachweise der Vertretungsberechtigung beizufügen. / To the extent the signing authority of the signatory is not evident from public registers, customary proof of signing authority has to be submitted.

Rules on the provision of contributions by way of payment commitments

Where payment commitments are assumed pursuant to Section 5a (10) of the By-laws of the Deposit Protection Fund, the following rules shall apply:

Section 1: Conditions for assuming payment commitments

1. The assumption of a payment commitment in an assessment year shall require that the bank

   (a) has concluded with the Association of German Banks, once only but by 15 March of the assessment year at the latest, a master agreement for payment commitments in accordance with Section 2 of this annex and a master agreement for financial collateral in accordance with Section 8 of this annex and,

   (b) has agreed with the Association of German Banks, by 15 March of the assessment year at the latest, the assumption of a payment commitment for the assessment year in accordance with Section 3 of this annex and

   (c) has secured the payment commitment by 31 March of the assessment year at the latest by providing financial collateral in accordance with Section 7 of this annex.

2. The date mentioned in (1) (c) is a cut-off deadline.

Section 2: Master agreement for payment commitments

1. [1] The master agreement shall form the basis for concluding agreements on the assumption of payment commitments in accordance with Section 3 of this annex in each assessment year. [2] The master agreement

shall specify the content of the agreements on the assumption of payment commitments, the procedure for concluding the agreements and the further conditions for exercising this option.

2. The Association of German Banks shall use a standard template for the master agreement.

Section 3: Agreements on the assumption of payment commitments

1. [1] The agreements on the assumption of payment commitments shall specify the extent to which the bank will assume payment commitments. [2] The agreements shall also specify, in particular,

   (a) that payment commitments shall be irrevocable and non-terminable,

   (b) that each payment commitment shall be secured by certain types of financial collateral in accordance with Sections 6 to 11 of this annex,

   (c) that the bank shall undertake to pay upon the first request and

   (d) that it shall be permissible to transfer payment commitment agreements to other banks in accordance with Section 5 of this annex.

2. The Association of German Banks shall use a standard template for agreements on the assumption of payment commitments.

Section 4: Request for and due date of payment

1. [1] The Association of German Banks shall request the payment provided by way of the payment commitment in full or in partial amounts to the extent that the Association of German Banks deems this necessary in order to carry out measures pursuant to Section 2 (2) of the By-laws of the Deposit Protection Fund. [2] This shall apply in particular if the other available assets of the Fund are not sufficiently liquid. [3] The amount of the payment requested from the individual bank shall be calculated on the basis of the proportion of the payment commitments of the individual bank to the total amount of payment commitments.

2. The Association of German Banks shall, in addition, request the payment from an individual bank which has assumed a payment commitment

(a) if the bank fails to provide or replace financial collateral or fails to do so in due time or in full, or

(b) if reorganisation measures are ordered for the bank, though not if early intervention measures or crisis management measures within the meaning of Articles 27 and 2 (1), no. 102 of Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU and Regulations (EU) no. 1093/2010 and (EU) no. 648/2012 of the European Parliament and of the Council (OJ L 173 of 12.6.2014, p. 190) are ordered, or

(c) if liquidation or insolvency proceedings or comparable proceedings under non-German law have been initiated over the bank's assets, or

(d) if the bank's participation in the Deposit Protection Fund ends.

3. [1] The Association of German Banks may, in addition, request payments if it deems these necessary with respect to the ban on placing banks in a better financial position within the meaning of Section 5a (10), lit. 2 of the By-Laws of the Deposit Protection Fund (especially with respect to previous measures taken by the Fund pursuant to Section 2 (2) of the Fund). [2] Corresponding checks shall be conducted at least once a year. [3] The amount of the payment requested from the individual bank shall be calculated on the basis of the proportion of the payment commitments of the individual bank to the total amount of payment commitments.

4. [1] The requests pursuant to (1) to (3) shall be made in writing, electronically or orally, stating the reason for the request and with confirmation of receipt provided by the banks. The payment shall be due upon receipt by the banks of the request.

Section 5: Transfer of payment commitments

1. [1] The banks shall have the right, subject to the approval of the Association of German Banks, to transfer agreements on the assumption of payment commitments in accordance with Section 3 of this annex to other banks which have concluded master agreements in accordance with Section 2 of this annex. [2] The transferee bank shall take over in full all the obligations resulting from the agreement on the assumption of payment commitments and, in particular, give an undertaking to the Association of German Banks that it will pay upon the first request. [3] On the transfer, the transferee bank shall assume the position of the transferring bank with respect to the financial collateral provided in accordance with Sections 7 and 8 of this annex for the transferred payment commitments if and to the extent that the transferee bank does not provide financial collateral of its own in accordance with Section 8 of this annex at the time of the transfer.

2. [1] The Association of German Banks shall approve a transfer in accordance with (1) if the transferee bank simultaneously takes over all or a significant part of the transferring bank's covered deposits by way of universal or individual succession. [2] In addition, the Association of German Banks shall grant its approval only if the transfer is compatible with the ban on placing banks in a better financial position within the meaning of Section 5a (10), lit. 2 of the By-laws of the Deposit Protection Fund and if a threat to the financial stability of the Fund can be excluded.

Section 6: Collateralisation of payment commitments

1. The bank shall provide financial collateral to secure the payment commitments.

2. The market value of the collateral less a haircut in accordance with Section 11 of this annex (haircut-adjusted value) shall always correspond to the total amount of the payment commitments assumed by the bank.

Section 7: Provision of financial collateral

1. Financial collateral shall consist exclusively of low-risk debt securities or cash collateral which are realisable and which can be made available in a reasonable amount of time and at a reasonable cost.

2. Financial collateral may be provided by way of title transfer or pledge.

Section 8: Master agreement for financial collateral

1. [1] The basis for providing financial collateral in connection with the conclusion of agreements on the assumption of payment commitments in individual assessment years pursuant to Section 7 of this annex shall be a master agreement for financial collateral. The master agreement shall govern definitively the composition of the financial collateral and the procedure for the provision thereof.

2. The Association of German Banks shall use a standard template for the master agreement.

3. The master agreement for financial collateral shall specify, in particular,

   (a) what low-risk debt securities or cash collateral may form part of the financial collateral and

   (b) that the haircut-adjusted value of the financial collateral shall always equal at least the sum of all the payment commitments assumed by a bank and

   (c) that the bank shall have the right, without prejudice to (e), to swap financial collateral provided that the criteria set out in (a) and (b) continue to be met and

   (d) that, if the haircut-adjusted value of the sum of all the financial collateral provided by a bank falls below the sum of all the payment commitments assumed by that bank (coverage shortfall), the bank shall be required to transfer additional financial collateral of a haircut-adjusted value which at least equals the amount of the shortfall

in coverage or, alternatively, the bank may meet its payment commitments by making a payment to the Deposit Protection Fund in the amount of the coverage shortfall and

(e) that the bank shall replace financial collateral with other suitable financial collateral if the former collateral has fallen due, if it no longer meets the requirements set out in Section 9 of this annex or in other cases agreed upon by the bank and the Association of German Banks and

(f) that the bank shall be entitled to any income from the financial collateral and

(g) that the bank shall be obliged to inform the Association of German Banks without delay of any circumstances which could impair the bank's ability to meet its payment commitments or its obligations under the master agreement for financial collateral.

Section 9: Eligible financial collateral

[1] The Association of German Banks may place restrictions on, or set criteria to be met by, low-risk debt securities or cash collateral which are eligible as financial collateral. [2] The Association of German Banks shall publish a list of eligible low-risk debt securities and cash collateral on its website.

Section 10: Management of financial collateral

1. [1] The Association of German Banks may designate a third party to manage the financial collateral. [2] In this case, an agreement shall be concluded between the Association of German Banks and the collateral manager.

2. [1] The cost of the collateral management shall be borne by the bank. [2] If the collateral is managed by a third party, the bank's obligation to bear the cost shall be specified in the agreement.

Section 11: Haircuts, valuation

1. [1] The Association of German Banks shall set haircuts for the financial collateral provided and shall apply these to determine the haircut-adjusted value of the financial collateral. [2] The haircuts shall reflect the credit, market and liquidity risk of the financial collateral in question and an evaluation of the expected loss in the event of a sale and the expected period of time until the sale of the financial collateral is complete.

2. The Association of German Banks may involve the Auditing Association in the determination of the haircuts.

Section 6 of the version of the By-laws of the Deposit Protection Fund registered with the Register of Associations on 18 November 2021

Section 6: Scope of deposit protection

1. Credit balances, including time deposits and savings deposits, which result from amounts left in an account or from temporary situations deriving from banking transactions and which the bank is required to repay under the legal and contractual conditions applicable (deposits) shall be protected at banks as follows:

2. Deposits of

   - natural persons (also where they are acting in the exercise of their commercial or self-employed professional activity), and
   - foundations with legal capacity under German law or foundations under foreign law that are comparable to foundations with legal capacity

   under German law,

   shall be protected unless the deposit

   (a) forms part of the own funds within the meaning of Article 4 (1), point (118) of Regulation (EU) No. 575/2013 (CRR) (this shall apply irrespective of the extent to which the own funds are recognised for prudential purposes; the deposit must not be a subordinated liability or a liability from the bank's profit-participation rights capital either) or

   (b) is a liability of the bank from an own acceptance or promissory note or

(c) is a liability of the bank from a securities repurchase agreement or repo transaction or from a securities lending transaction or

(d) is a liability from a bearer bond, order bond or a right comparable to any of these debt instruments that, by its nature, is tradeable on the capital markets, or from a comparable debt instrument under foreign law or

(e) was created in connection with transactions because of which persons have been convicted in criminal proceedings of money laundering within the meaning of Article 1 (2) of Directive 2005/ 60/ EG or

(f) was created in connection with legal acts that would be challengeable in insolvency proceedings pursuant to Section 129 et seq. of the German Insolvency Code (Insolvenzordnung [InsO]), in conjunction with Section 46c of the German Banking Act, irrespective of whether a reduction of assets is involved.

3. [1] Deposits of other creditors shall only be protected if

(a) the deposit is not covered by (2) (a) to (f) and

(b) the deposit is not a liability from a promissory note or a registered bond or from a comparable debt instrument under foreign law and

(c) the deposit has a maximum term of 18 months. [2] The currently agreed term of the deposit at the time when the compensation event was determined pursuant to Section 10 (1) of the German Deposit Guarantee Act (Einlagensicherungsgesetz [EinSiG]) shall apply. [3] No allowance shall be made in this respect for any early termination or other reclamation rights on the part of the creditor or the bank. [4] If the deposit has been renewed, the terms that expired before renewal shall not be taken into account in its designated term. [5] Deposits for which no terms have been agreed shall only be protected if the creditor may terminate or otherwise reclaim the deposit within a period of 18 months at most on the conditions applying at the time when the compensation event was determined pursuant to Section 10 (1) of the German Deposit Guarantee Act. [6] Deposits which already existed before 1 January 2020 shall not be subject to the limitation of

term.[7] After 31 December 2019, the grandfathered status under preceding lit. 6 shall cease to apply as soon as the deposit in question falls due, can be terminated or otherwise reclaimed, or if the deposit is transferred by way of individual or universal succession in title.

4. Deposits of the following creditors, even those within the meaning of (2) and (3), shall not be covered by the Fund:

(a) credit institutions within the meaning of Article 4 (1), point (1) of the Capital Requirements Regulation (CRR), including comparable undertakings domiciled abroad;

(b) financial institutions within the meaning of Article 4 (1), point (26) CRR, including comparable undertakings domiciled abroad. An asset management company which purchases, sells or holds financial instruments solely for the purpose of investing assets of its own and, according to the generally accepted view and an overall assessment of the situation, does not operate in the market like a trader, shall not be deemed to be a financial institution;

(c) investment firms within the meaning of Article 4 (1), point (1) of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments, amending Directives 85/611/EEC and 93/6/EEC of the Council and Directive 2000/12/EC of the European Parliament and of the Council and repealing Directive 93/22/EEC of the Council (OJ L 145 of 30.4.2004, p. 1), including comparable undertakings domiciled abroad;

(d) the German federal government, a German federal state, a municipality or another central, regional or local authority, another country or a regional government or a local authority of another country;

(e) managers of the bank;

(f) general partners of the bank. This also applies if the creditor is not a manager;

(g) natural or legal persons or partnerships which hold the majority of the shares in the bank or which, on their own or together with others, may directly or indirectly exercise a dominant influence over the

bank; to assess whether someone holds the majority of the shares or whether a dominant influence is exercised, Section 16 et seq. of the German Stock Corporation Act shall apply analogously, irrespective of the legal form of the bank or of the natural or legal persons and partnerships involved. (g) shall not apply if the deposit is part of the coverage assets within the meaning of Section 125 of German Act on the Supervision of Insurance Undertakings (Gesetz über die Beaufsichtigung der Versicherungsunternehmen [VAG]);

(h) members of a board of the bank designated to supervise the management, where the supervisory powers of such board are provided by statute (supervisory board);

(i) spouses or minor children of persons referred to in (e) to (h), except where the monies originate from the spouse's or minor child's own assets.

5. Deposits of creditors who are acting for the account of a third party shall not be protected if the deposit would not be protected were the third party the creditor of the deposit.

6. In the case of deposits of capital management companies (Kapitalverwaltungsgesellschaften) and their custodian banks, all domestic and foreign "special assets" (Sondervermögen), i.e. segregated fund assets, shall be regarded as a separate creditor and not as connected to the managing capital management company.

7. [1] If a non-protected deposit becomes a protected deposit thanks to a change of creditor (by way of individual or universal succession in title) or if a non-protected liability becomes a protected deposit by some other manner, the deposit shall not be protected if, within six months thereafter, measures pursuant to Section 2 (2) have been taken, reconstruction or reorganisation proceedings under the German Bank Reorganisation Act (Kreditinstitute-Reorganisationsgesetz) have been initiated, measures pursuant to Sections 45 to 46 of the German Banking Act or Sections 36 to 38 of the German Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz) have been ordered, an insolvency petition has been filed, the occurrence of a compensation event has been determined pur-

suant to Section 10 of the German Deposit Guarantee Act or comparable measures have been taken by German or foreign supervisory and/or resolution authorities. [2] The earliest measure or earliest result of a measure shall apply in this respect. [3] In deviation from lit. 1, a deposit shall, however, be protected if a non-protected creditor within the meaning of (4) (a) has both acquired the deposit and resold it to a person not listed in (4) within five bank working days, provided

- the deposit, when acquired by the non-protected creditor within the meaning of (4) (a), was protected or
- the non-protected creditor within the meaning of (4) (a) acquired the deposit directly from the debtor (issuer).

[4] The five-day period shall be based on the underlying contractual transactions (Verpflichtungsgeschäfte) and not on any subsequent fulfilment transactions (Erfüllungsgeschäfte).

8. Compensation shall be subject to the following protection ceilings:

(a) [1] Each creditor shall be compensated up to a maximum protection ceiling of 15% of the bank's own funds within the meaning of Article 72 CRR. [2] The own funds shall consist of the Common Equity Tier 1 capital pursuant to Article 50 CRR, the Additional Tier 1 capital pursuant to Article 61 CRR and the Tier 2 capital pursuant to Article 71 CRR; for calculation of the protection ceiling, the Tier 2 capital shall only be taken into account up to an amount of 25% of the Tier 1 capital within the meaning of Article 25 CRR. [3] The circumstances determined by the Auditing Association on the basis of the last audit report prepared by the bank's annual financial statements auditor shall apply; in addition, increases in capital which are recognised by a certified public accountant after such date may be taken into account upon application by the bank. [4] If the competent supervisory authority defines an adjustment item for the own funds, the Association of German Banks shall be authorised to lower the protection ceiling accordingly. [5] Deposits in excess of the protection ceiling shall be protected up to the respective ceiling. [6] From 1 January 2025, the protection ceiling shall be 8.75% of the own funds within the

meaning of lit. 1. [7] In deviation from (d) lit. 5, deposits established or renewed after 31 December 2011 shall be subject to the new protection ceilings as of the aforementioned dates.

(b) [1] In deviation from (a), the protection ceiling for newly admitted banks until the end of the third full calendar year of their participation in the Fund shall be EUR 250,000. [2] At the end of the third full calendar year, a review shall be conducted. [3] Thereafter, the protection ceiling shall be governed by (a), unless the conditions set out in (c) apply.

[4] The protection ceiling for newly admitted banks may in an individual case be raised by the Auditing Association at the request of the bank to the level of the protection ceiling pursuant to (8) (a) if, in the opinion of the Auditing Association, the risk of recourse to the Association of German Banks appears to be largely ruled out. [5] This may be assumed particularly if a Declaration of Undertaking pursuant to Section 5 (10) that is of material value within the meaning of Section 5a (5) has been provided for the bank (irrespective of whether the Declaration of Undertaking was furnished by a bank or a third party).

[6] If the bank was created through transformation within the meaning of Section 1 (1) of the German Transformation Act (Umwandlungsgesetz) or a commercially comparable transformation or restructuring is involved, the protection ceiling may be raised in accordance with the (5) if

- the transferor entity previously participated in the Fund and
- its protection ceiling was determined on the basis of (a), lit. 1 and
- the transferor entity (i) is assigned, in accordance with the credit classification procedure under Section 4a, to category BBB+ or a higher category and (ii) is not subject to a higher annual contribution because of the own funds factor and/or the loss buffer ratio and
- the business transferred largely characterises the business of the transferee entity and, in the opinion of the Auditing Association,

the risk profile of the newly admitted institution must be regarded as at least largely equivalent to the previous risk profile of the transferor entity.

(c) [1] Where a bank displays a special risk profile, the Auditing Association may lower its protection ceiling to EUR 250,000. [2] This may, in particular, happen if

- the Auditing Association has made negative audit findings which substantiate the danger of recourse to the Fund or
- the bank has been assigned to category B- or a lower category under the rating procedure or
- any other material increases in risk have occurred.

(d) [1] Compensation of creditors shall be based on the protection ceiling which has been notified to the bank as the result of the assessment made by the Auditing Association and which is available on the internet at www.bankenverband.de. [2] Any reduction of the protection ceiling shall become effective as of the time it is made available on the internet. [3] The Association of German Banks may publish the new protection ceiling at the expense of the bank in the Federal Gazette and in a daily newspaper at the registered office of the bank. [4] The bank shall be obliged to notify without undue delay all creditors affected by a reduction of the protection ceiling. [5] These deposits shall be protected up to the old protection ceiling until maturity or until the next possible termination date after notification of the reduction.

(e) For banks which, when submitting an application for participation in the Fund, belong to an institutional protection scheme within the meaning of Section 43 of the German Deposit Guarantee Act and, when admitted to the Fund, have been members of the Auditing Association for at least three full calendar years, the protection ceiling following a review after admission to the Fund shall be governed by (a) instead of (b), unless the conditions set out in (c) apply.

9. [1] In computing the protected deposits, all deposits of one creditor shall be added together; counterclaims of the bank, if any, shall be deducted, even if these are not yet due. [2] Furthermore, the provisions of Sections 768, 770 and 776 of the German Civil Code applicable in respect of guarantors shall apply analogously for the benefit of the Association of German Banks.

10. [1] The treatment of trust accounts shall be geared to the trustor. [2] The same shall apply to other open trust accounts, provided that the trust relationship and the trustor are unambiguously designated in the name of the account and the existence of the trust relationship is demonstrated to the Fund. [3] In all other cases, trust accounts, subject to the provision in (5), shall be treated as accounts of the trustee.

11. [1] In the case of joint accounts, credit balances and claims shall for the purpose of protection be attributed to the account holders in equal shares, irrespective of the kind of account and of the legal relationship between the account holders. [2] Thereafter, the deposits of the individual joint account holders arising from their personal relationship with the bank shall be protected first. [3] If such deposits do not exhaust the protection ceiling, the portion of the joint credit balance pertaining to the individual account holder shall be used to protect the joint credit balance. [4] The foregoing provisions shall apply analogously to accounts held in the name of an association of condominium owners.

12. [1] Within the limits of the protection ceiling, payments shall also cover any interest claims for the period until determination of the compensation event pursuant to Section 10 (1) of the German Deposit Guarantee Act. [2] However, the Fund shall make payments only for interest at market rates. [3] The Fund may subject the making of all payments to an individual creditor to the condition that such creditor waives the assertion of interest claims against the bank which are not protected pursuant to lit. 2.

13. [1] Compensation for deposits held in foreign currency may be provided in euros. [2] Calculation of such compensation shall be based on the European Central Bank (ECB) reference rate applying on the date on which the compensation event was determined pursuant to Section 10 (1) of the

German Deposit Guarantee Act. [3] Should such a reference rate not be available, the conversion rate prevailing at the place of payment on the date on which the compensation event was determined shall apply.

14. [1] If the participation of a bank in the Fund shall terminate, such bank shall give notice thereof without undue delay to creditors which have deposits with it and shall bring the consequences of such termination to their attention. [2] The Association of German Banks shall publish the termination at the expense of the bank in the Federal Gazette (Bundesanzeiger) and in a daily newspaper at the registered office of the bank.

[3] Deposits which are established or renewed later than one month after publication in the Federal Gazette or which are transferred by way of individual or universal succession in title or which the creditor does not terminate or reclaim at the earliest possible date thereafter shall not be protected.

15. [1] Liabilities of the bank that are to be included in the scope of protection of the Fund on the basis of abusive legal acts shall not be protected. [2] An abusive legal act shall be deemed to exist particularly if a construction is chosen which, compared with the envisaged scope of protection of the Fund, gives the creditor an advantage in connection with a measure pursuant to Section 2 that is not intended under these By-laws.

16. [1] The Fund shall only provide compensation in accordance with the By-laws if and insofar as creditors are not compensated by another protection scheme or by a compensation scheme as provided for under the German Deposit Guarantee Act or the German Investor Compensation Act (Anlegerentschädigungsgesetz). [2] The Association of German Banks may – even after compensation has been provided – request submission of information and proof with regard to the reported or repaid deposits and their creditors, particularly as concerns eligibility for compensation under these By-laws and the ranking of deposits within the meaning of Section 46f (4) of the German Banking Act. [3] Compensation shall only be provided if the requested information and proof are submitted within the stipulated periods.

17. Any compensation payments already made must be reimbursed if it turns out that the conditions for compensation were not fulfilled or if information and proof requested under these By-laws were not submitted, not submitted in full or not submitted in time.

18. [1] Liabilities that were already protected before 1 October 2017 under Section 6 of the version of the By-laws of the Fund registered with the Register of Associations (Vereinsregister) on 13 October 2016, which thus form part of these By-laws, shall continue to be protected as provided for thereunder. [2] After 30 September 2017, the grandfathered status under lit. 1 shall cease to apply as soon as the liability in question falls due, can be terminated or otherwise reclaimed, or if the liability is transferred by way of individual or universal succession in title.

19. A right in law to enforce intervention or payments by the Fund shall not exist.

Einlagensicherungsfonds

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