

# Special Terms and Conditions

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## **Special Terms and Conditions**

### **for the Provision of Certain Services for Foreign Central Banks, Monetary Authorities or International Organisations (including EU Institutions)**

#### **Article 1**

##### **General information and structure**

- (1) The reserve management services offered by the Deutsche Bundesbank (hereinafter referred to as the “Bank”) to the customers are subject to these Special Terms and Conditions and the related Product Annexes. In addition, the Technical Handbook and the latest version of the Bank's General Terms and Conditions apply insofar as reference is made to them. The above regulations are hereinafter referred to collectively as the “Terms and Conditions”.
- (2) In the event of conflicting regulations, the Product Annexes shall take precedence over the Special Terms and Conditions, and both shall take precedence over the Technical Handbook.
- (3) The German text is the authoritative version.
- (4) The customer is not obliged to use all of the reserve management services offered by the Bank.
- (5) The choice of reserve management services which the customer wishes to use is to be made in the Participation Agreement.
- (6) Only the Bank and neither the ECB nor another member of the European System of Central Banks is the customer's counterparty. Rights and duties shall only exist in relation to the Bank.
- (7) If the Bank enters into transactions with third parties for the customer's account, it shall act with the diligence of a prudent business person, safeguard the customer's interests and follow its instructions. To this extent, the Bank shall endeavour to enter into such a transaction; however, the Bank does not guarantee that such a transaction with third parties will actually come about.
- (8) The Bank may set guidelines for the timing and execution of transactions in order to avoid serious conflicts with the Eurosystem's monetary and exchange rate policy. Any financial or other disadvantage in relation thereto shall be borne by the customer.

## **Article 2**

### **Types of reserve management services**

(1) The Bank offers the customer the following services (hereinafter referred to as “reserve management services”).

(a) Basic services

- Giro transactions and account management
- Securities clearing and safe custody accounts

(b) Investment services

- Investment of overnight funds and fixed-term deposits with the Bank
- Investment of overnight funds and fixed-term deposits with third parties
- Execution of orders for buying or selling securities
- Provision of access to automated securities lending programmes
- Sale and purchase of foreign exchange in the main trading currencies against the euro
- Portfolio management.

These transactions are executed on the basis of a corresponding instruction from the customer (specific instruction or standing order).

(2) Each type of reserve management service is in addition subject to the relevant Product Annex.

## **Article 3**

### **Right of pledge and of retention, authority to offset claims, assignment**

(1) The customer's credit balances and open safe custody deposits maintained at the Bank, as well as all other customer assets which have come into the Bank's possession in the course of the business relationship, shall serve as security against the Bank's current and future claims arising from the business relationship.

(2) The Bank may withhold performance incumbent upon it in favour of its own claims, even if these claims are not based on the same legal relationship.

(3) The Bank is entitled to exercise the rights specified in paragraphs 1 and 2 even if its claims are contingent or not yet due.

- (4) The Bank is entitled to offset its liabilities against its own claims even if the liabilities and claims are denominated in different currencies. To this end, foreign currencies shall be converted into euro at the ECB's euro reference rate applicable on the day on which notice of set-off is given pursuant to the provisions in section X (A) 4 of the Bank's General Terms and Conditions.
- (5) Claims against the Bank cannot be assigned or pledged without its consent.
- (6) The customer may offset claims on the part of the Bank only if the customer's own claims are undisputed or final and absolute in law.

#### **Article 4**

##### **Liability of the Bank**

- (1) The Bank is not liable for damages caused by *force majeure* or by other events for which it is not responsible.
- (2) If, in the execution of transactions, the Bank violates a material contractual obligation that is of particular importance for the execution of the transaction in question, it shall be liable for the resulting damages. In the event of ordinary negligence, liability shall be limited to the direct damages in the amount of the transaction in question plus the interest foregone.
- (3) The Bank shall be liable for the violation of other obligations only in the event of gross negligence or intent.
- (4) The Bank may also commission third parties (e.g. credit institutions, postal, telecommunications and transportation enterprises) to execute orders placed with it if this is necessary or in line with banking practice. The Bank's liability shall be limited to selecting and commissioning the third party with due care. The Bank shall not be held liable if the selection of the third party is based on an instruction from the customer.
- (5) If, in the fulfilment of its obligations, the Bank engages third parties which are deemed to be its vicarious agents, the Bank's liability shall be determined by paragraphs 2 and 3.
- (6) If the Bank is liable pursuant to the above paragraphs, the extent of its liability shall be determined by the degree to which its own culpability, in relation to other factors, contributed to causing the damage.

## **Article 5**

### **Termination**

- (1) The customer is entitled to terminate the business relationship in its entirety or in part at any time without the need to observe a notice period.
- (2) Termination shall not affect transactions which have not been fully settled at the time at which termination is announced. These transactions shall be settled in the normal way; in this respect, the Terms and Conditions shall continue to apply.
- (3) In turn, the Bank is entitled to terminate the business relationship in its entirety or in part subject to the observance of an appropriate notice period of at least 20 business days. Paragraph (2) shall apply *mutatis mutandis*.
- (4) Notwithstanding paragraph 3, the Bank is entitled to summarily terminate the business relationship in its entirety or in part for good cause. Good cause shall be deemed to exist, in particular, if the customer repeatedly or significantly violates its obligations vis-à-vis the Bank or if it loses its creditworthiness.

## **Article 6**

### **Changes, partial invalidity**

- (1) The Bank shall inform the customer in writing ([e.g. by letter, e-mail or SWIFT message](#)) of intended changes to the Special Terms and Conditions and to the Product Annexes. If the Bank receives no objection from the customer within four weeks, it will be assumed that the customer has given its consent.
- (2) In case of doubt, the customer's objection shall be understood to be a termination of the entire business relationship. In case of doubt, said termination shall be effective at the time at which the change in the Terms and Conditions is intended to come into force.
- (3) In the event that individual clauses are invalid, the remaining provisions shall continue to apply.

## **Article 7**

### **Fees, expenses and costs**

- (1) The Bank charges fees for its services pursuant to the Interest Rate and Price Schedule, which is published separately. Article 6 applies accordingly to changes to the Interest Rate and Price Schedule.

- (2) The customer shall bear all necessary expenditures (expenses and other costs) which the Bank is charged by third parties when entering into, or fulfilling, transactions for the customer. The Bank may charge a lump sum for such obligated expenditures. The Bank is entitled to debit fees, expenses and costs to the customer's giro account.

## Article 8

### Individual transactions, notifications, power of representation

- (1) As a general rule, authenticated SWIFT messages are to be used for orders, for offers to enter into transactions or accepting them, for order confirmations and for all other declarations of will and notifications. Other alternative means of communication may be agreed separately on a case-by-case basis.
- (2) The customer shall submit a list of authorised signatories to the Bank as proof of the powers of representation. The list is to be submitted in a form which is in line with business practice and can be verified. Any changes to the powers of representation shall not be recognised until the Bank has received a notification of changes in the same form. The Bank is, however, entitled (but not obliged) to recognise changes which have come to its attention by other means.
- (3) If the Bank receives declarations of will or notifications via authenticated SWIFT messages, the Bank is entitled to assume that the declaration or notice is authentic. Furthermore, the Bank may refrain from a separate verification of the power of representation.
- (4) If a transaction has been agreed over the telephone or via [REUTERS Chat, electronic communication facilities offered by information service providers \(such as Refinitiv EIKON and Bloomberg\)](#), it shall be confirmed by the Bank without delay. If confirmation is not given, this shall not affect the validity of the transaction. The Bank and the customer are both authorised to record telephone calls and [to store the respective electronic communication between the parties with archiving facilities offered by the respective information service providers. Both parties](#) agree that ~~those~~[these recordings could and respective electronic communication may be submitted used in and out of court](#) as evidence ~~in proceedings concerning of~~ [the respective content of the](#) transaction.
- (5) Notifications from the Bank (such as safe custody account statements and other account statements, reports of the execution of orders, settlement notices and debit notices) are to be checked for accuracy by the recipient without delay.
- (6) If an expected notification from the Bank does not arrive, the customer shall inform the Bank upon expiry of the period in which the notification ought normally to have been received.
- (7) The Bank shall not be liable for damages resulting from transmission errors in telecommunications. In the event of culpability on the part of the Bank, its liability shall be determined in accordance with Article 4.

## Article 9

### Day-count convention, business days, time data

- (1) The Bank calculates interest using the euro-market interest computation method (calendar days/360).
- (2) "Business days" are all days from Monday to Friday with the exception of
  - (a) Public holidays observed throughout the Federal Republic of Germany: New Year's Day (1 January), Good Friday, Easter Monday, Labour Day (1 May), Ascension Day, Whit Monday, German Unity Day (3 October), Christmas Day (25 December), Boxing Day (26 December).
  - (b) Corpus Christi and 24 and 31 December.
- (3) "TARGET2 business days" are all days from Monday to Friday with the exception of the TARGET2 holidays: New Year's Day (1 January), Good Friday, Easter Monday, Labour Day (1 May), Christmas Day (25 December) and Boxing Day (26 December).
- (4) "Safe custody business days" are all days from Monday to Friday with the exception of
  - (a) TARGET2 holidays as well as
  - (b) 24 and 31 December.
- (5) "Payment transaction business days" are all days from Monday to Friday with the exception of TARGET2 holidays.
- (6) If the agreed or otherwise relevant day of payment or delivery or any other action to be taken is not a business day, the payment, delivery or other action shall, in case of doubt, be made on the next business day. This shall also hold true for the maintenance of safe custody accounts subject to the modification that "business day" shall be replaced by "safe custody business day", and for the maintenance of giro accounts subject to the modification that "business day" shall be replaced by "payment transaction business day".
- (7) All times are given in Frankfurt am Main local time (CET).



## Article 10

### Banking secrecy

- (1) The Bank shall maintain secrecy concerning all the information which it receives in the course of the business relationship or in the preparation thereof.

All persons in the service of the Bank are subject to the statutory pledge of secrecy pursuant to section 32 of the Bundesbank Act (*Gesetz über die Deutsche Bundesbank*).

- (2) The customer may release the Bank from the obligation to maintain secrecy by means of an express, written declaration.

## Article 11

### Taxation

If the customer is exempted from withholding tax liability in respect of securities held in safe custody with the Bank and the customer has provided the Bank with the requisite information and documentation, the Bank shall ensure that no withholding taxes are deducted from earnings on the customer's investments. If a withholding tax is nevertheless applicable for whatever reasons, the Bank shall promptly inform the customer.

~~If~~Until the customer ~~does not provide~~provides the Bank with the information and documents required, the Bank may not be able to avoid the deduction of withholding tax.

## Article 12

### Combating money laundering and the financing of terrorism

The customer is obliged to adhere to the national and European regulations applying to it with regard to combating money laundering and the financing of terrorism and to obey the instructions of the responsible authorities in this respect. The customer declares that it is not involved in money laundering or in the financing of terrorism and will not be involved in such in future.