# Deutsche Bank AG

# Central Securities Depositories Regulation
# Article 38 CSD Participant Disclosure

December 2020

# CSD Participant Disclosure

## Introduction

This Disclosure relates to Deutsche Bank AG (Frankfurt head office) together with the following branches:
Deutsche Bank AG, Amsterdam Branch
Deutsche Bank AG, Hungary Branch
Deutsche Bank AG, London Branch
Deutsche Bank AG, Prague Branch
Deutsche Bank AG, Singapore Branch
Deutsche Bank AG, Manila Branch
Deutsche Bank AG, Dubai Branch (Deutsche Securities and Services)

Throughout this document references to "we", "our" and "us" are references to the relevant branch or head office of Deutsche Bank AG, acting as participant in the relevant CSD. References to "you" and "your"' refer to the client.

## What is the purpose of this document?

The purpose of this document is to disclose the levels of protection associated with the different levels of segregation that we provide in respect of securities that we hold directly for clients with Central Securities Depositories within the EEA ("***CSDs***"), including a description of the main legal implications of the respective levels of segregation offered and information on the insolvency law applicable. This disclosure is required under Article 38 of Regulation (EU) No 909/2014 on improving securities settlement in the European Union and on central securities depositories (the "Central Securities Depositories Regulation" or "***CSDR***") in relation to CSDs in the EEA.

With effect from 1 January 2021 ("***IP completion day***"), CSDR, so far as operative at that time, will form part of the domestic laws of the UK in relation to Central Securities Depositories in the UK. With effect from IP completion day, references in this document to CSDR include CSDR as it will form part of the domestic laws of the UK and references to CSDs include Central Securities Depositories within the UK.

Under CSDR, the CSDs of which we are a direct participant (see glossary[1]) have their own disclosure obligations and we include a list of such CSDs together with a link to their respective websites below.

This document is not intended to constitute legal or other advice and should not be relied upon as such. Clients should seek their own legal or other advice if they require any guidance on the matters discussed in this document.

## Background

In our own books and records, we record each client's individual entitlement to securities that we hold for that client in a separate client account. We also open accounts with CSDs in our own (or in our nominee's) name in which we hold clients' securities. We currently make two types of accounts with CSDs available to clients: Individual Client Segregated Accounts ("***ISAs***") and Omnibus Client Segregated Accounts ("***OSAs***").

**ISA:** An ISA is used to hold the securities of a single client and therefore the client's securities are held separately from the securities of other clients and our own proprietary securities.

**OSA:** An OSA is used to hold the securities of a number of clients on a collective basis.

In Germany, with respect to securities held at the German CSD, Clearstream Banking AG, and in Austria, with respect to securities held at the Austrian CSD, Oesterreichische Kontrollbank CSD GmbH, we may hold certain proprietary securities in the OSA in which we hold client securities. We would only do so in accordance with applicable regulation and market practice and where we consider that clients' interests in their securities would not be adversely affected.[2]

[1] At the end of this document is a glossary explaining some of the technical terms used in the document.

[2] Under German and Austrian law, clients' interests in their securities held in an OSA to which we have credited our proprietary securities in accordance with applicable regulation are not affected. We are prevented from treating our clients' securities which we hold in an OSA as proprietary securities, whether or not we hold proprietary securities in the same account. Further, under Section 4(1) of the German Safe Custody Act, and under Section 9(2) of the Austrian equivalent *Depotgesetz*, each relevant CSD is deemed to be aware that any securities of our clients that we hold in an account with the CSD do not belong to us and are subject to our clients' co-ownership interest (see further below).

In all other markets to which this Disclosure applies, we will hold clients' securities separately from our own proprietary securities at the relevant CSD.

### What are you required to do?

The requirements of CSDR provide that approved CSDs and consequently their participants are obliged to provide clients with the choice of having their securities held in either (i) an OSA or (ii) an ISA at the relevant approved CSD. Where we are a direct participant in the relevant CSD, you may therefore elect whether we hold your securities at the relevant CSD in an OSA or an ISA.

Information regarding the costs and charges associated with the provision of each account is provided in the relevant Costs Disclosure here: https://www.db.com/CSDR. Additionally, please review this disclosure, which sets out the risks associated with operating the two types of accounts. Please note that if you elect to hold your securities in an ISA we may be unable to offer you the full range of financing services that we would usually provide. If you have any questions regarding the range of financing services available to clients with ISAs or if you would like to elect to change the current account type within which your securities are held at the CSD, please contact your usual client service representative. Unless you elect otherwise, we will continue to hold your securities in accordance with your existing account structure.

### Important

Whilst this document will be helpful to you when deciding whether you wish us to hold your securities in an OSA or an ISA, this document does not constitute legal or any other form of advice and must not be relied on as such. This document provides a high level analysis of several complex and/or new areas of law, whose effect will vary depending on the specific facts of any particular case, some of which have not been tested in the courts. It does not provide all the information you may need to make your decision on which account type or level of segregation is suitable for you. Nothing contained herein should be considered an offer, or an invitation to offer or a solicitation or a recommendation by us for a particular account type, level of segregation or transaction and no representation or warranty is made as to the accuracy or completeness of the disclosure provided. It is your responsibility to review and conduct your own due diligence on the relevant rules, legal documentation and any other information provided to you on each of our client account offerings and those of the various CSDs at which we settle transactions for you. Before entering into any arrangement you should be aware that certain transactions give rise to substantial risks and are not suitable for all investors. You may wish to appoint your own professional advisors to assist you.

WE SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSSES OR DAMAGES THAT MAY BE SUFFERED AS A RESULT OF USING THIS DOCUMENT. SUCH LOSSES OR DAMAGES INCLUDE (A) ANY LOSS OF PROFIT OR REVENUE, DAMAGE TO REPUTATION OR LOSS OR ANY CONTRACT OR OTHER BUSINESS OPPORTUNITY OR GOODWILL AND (B) ANY INDIRECT LOSS OR CONSEQUENTIAL LOSS. NO RESPONSIBILITY OR LIABILITY IS ACCEPTED FOR ANY DIFFERENCES OF INTERPRETATION OF LEGISLATIVE PROVISIONS AND RELATED GUIDANCE ON WHICH IT IS BASED. THIS PARAGRAPH DOES NOT EXTEND TO AN EXCLUSION OF LIABILITY FOR, OR REMEDY IN RESPECT OF, FRAUDULENT MISREPRESENTATION.

Please note that this document explains the application of German law, as the law that would govern any insolvency proceedings relating to Deutsche Bank AG. However, issues under other laws may be relevant to your due diligence. For example, the law governing the relationship between you and us; the law of the location of any securities or account in which the securities are held; and the law governing the CSD rules or related agreements. In relation to non-EEA branches, local courts may also have jurisdiction to open insolvency proceedings. The laws of the jurisdiction of incorporation of the CSD will also be relevant and these are considered in disclosures made by the CSDs themselves pursuant to article 38 of CSDR.

Nothing contained herein is intended to create or shall be construed as creating a fiduciary relationship between you and us. You are not permitted to reproduce in whole or in part the information provided in this document without our prior written consent. Information provided herein may be a summary or translation and is subject to change without notice.

## Main legal implications of levels of segregation

### 1. Insolvency

Clients' legal entitlement to the securities that we hold for them directly with CSDs would not be affected by our insolvency, whether those securities were held in ISAs or OSAs.

The distribution of the securities in practice on an insolvency would depend on a number of factors, the most relevant of which are discussed below.

### 2. Application of German insolvency law

Were we to become insolvent, our insolvency proceedings, with respect to our head office and EEA branches, would take place in Germany and be governed by German insolvency law.

Under German insolvency law, securities that we held on behalf of clients would not form part of our estate on insolvency for distribution to creditors, provided that they remained the property of the clients.[3] As a result, it would not be necessary for clients to make a claim in our insolvency as a general unsecured creditor in respect of those securities.

Securities that we held on behalf of clients (other than securities in respect of which Deutsche Bank AG is the issuer) and that remained the property of those clients should also not be subject to any bail-in process (see glossary), which may be applied to us if we were to become subject to resolution proceedings (see glossary). Further information on bank resolution and bail-in is provided at the following website: www.db.com/bank-resolution.

Accordingly, where we hold securities in custody for clients and those securities are considered the property of those clients rather than our own property, they should be protected on our insolvency or resolution. This applies whether the securities are held in an OSA or an ISA.

In addition, clients may also have a priority right in respect of certain of our assets in insolvency proceedings, in certain situations where the client does not hold a proprietary interest in a security at the time of our insolvency proceedings but has met its obligations to us under the relevant securities transaction. These situations can occur where a client acquires securities as part of a securities transaction but has not yet received a proprietary interest in these securities, or we have unlawfully infringed the client's proprietary interest in the securities.

In these cases, a client would have a priority right, if upon commencement of the insolvency proceedings:

- the client has fully satisfied its obligations to us under the relevant securities transaction; or
- the client has not fully satisfied its obligations, but the non-performed part does not exceed 10 percent of the value of its securities delivery claim and the client fully satisfies its obligations within one week following request by the insolvency administrator.

In such cases, the client's priority claim would be settled separately prior to the claim of general unsecured creditors. The claim would be settled from existing securities of the same type that form part of our estate or claims that we have for the delivery of securities of the same type to our estate. Clients would be required to make a claim in our insolvency as a priority creditor in respect of those securities.

### 3. Application of Branch insolvency law

*United Kingdom*

Deutsche Bank AG, London branch ('DBL'), may also be subject to insolvency proceedings in England.

Under English insolvency law, securities that DBL held on behalf of clients would not form part of the estate of Deutsche Bank AG on insolvency for distribution to creditors, provided that they remained the property of the clients.[3] Rather, they would be deliverable to clients in accordance with each client's proprietary interests in the securities. As a result, it would not be necessary for clients to make a claim in English insolvency proceedings as a general unsecured creditor in respect of those securities.

[3] When a client has sold, transferred or otherwise disposed of their legal entitlement to securities that we hold for them (for example, under a right to use or title transfer collateral arrangement), the securities will no longer be the property of the client.

Accordingly, where DBL holds securities in custody for clients and those securities are considered the property of those clients rather than the property of Deutsche Bank AG, they should be protected in English insolvency proceedings. This applies whether the securities are held in an OSA or an ISA.

*Singapore*

Deutsche Bank AG, Singapore Branch ("**DB SG**") being a registered branch of a foreign company in Singapore would likely be considered to have a substantial connection with Singapore.[4] Accordingly, DB SG may be liable to be placed under Singapore insolvency proceedings,[5] in particular:

(a) Winding up;
(b) Judicial management; and
(c) Schemes of arrangement.

Under Singapore insolvency law, securities held on behalf of clients would not be available for distribution to the general body of creditors of DB SG. This is because DB SG is required under the customer's assets rules in the Securities and Futures (Licensing and Conduct of Business) Regulations to segregate non-cash assets of DB SG's clients from other non-cash assets and hold such non-cash assets in a custody account on trust for clients.

In an insolvency of DB SG, the effect of such non-cash assets being held on trust is that such non-cash assets do not belong to DB SG for distribution to the general body of creditors of DB SG. The non-cash assets may, however, be realised or there may be paid out of the proceeds of such assets, costs and expenses and other amounts due or payable by DB SG's clients to DB SG. Accordingly, subject to such payments, where securities are held by DB SG with CSDs on behalf of clients (whether in an OSA or ISA), clients retain their beneficial proprietary entitlements to the securities notwithstanding any insolvency of DB SG.

*Philippines*

Deutsche Bank AG, Manila Branch ("**DB PH**"), being a registered branch of a foreign bank in the Philippines may be subject to insolvency or ancillary proceedings in the Philippines under the New Central Bank Act,[6] and/or the Financial Rehabilitation and Insolvency Act of 2010.[7] In the event that insolvency proceedings are initiated, insolvency laws of the Philippines would govern the treatment of the custodied assets in the Philippines.

In case of insolvency of DB PH, only property belonging to DB PH will pass to the liquidator. Where securities are custodied with DB PH on terms providing that the securities are held for the benefit of its clients, such securities are deemed to be held in trust and will not be subject to the claims of creditors of DB PH. The clients whose assets are held in custody are not treated as general unsecured creditors of DB PH and can demand the return of the securities from the liquidator of DB PH. In recovering the property, the owner is considered to be exercising its rights as owner of such property.

*United Arab Emirates (UAE)*

Deutsche Bank AG, Dubai Branch (Deutsche Securities and Services) ("**DB UAE**") conducts custody business from onshore UAE and would be considered to have a substantial connection with UAE.[8] Accordingly, DB UAE would be subject to UAE insolvency proceedings, including in particular:

(a) Liquidation and sale of assets; and
(b) Schemes of arrangement.

DB UAE is required by regulations of the Securities and Commodities Authority to maintain in its records, a separate account for each client and isolate such account and assets from DB UAE's own accounts and assets, and from the accounts and assets of DB UAE's other clients.

In an insolvency of DB UAE, all securities which are maintained in the records of DB UAE as being held for, and therefore belonging to its clients, may be recovered by the clients from the bankruptcy trustee of DB UAE.

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[4] See section 351(d) of the Companies Act, Chapter 50 of Singapore (the "**Singapore Companies Act**").
[5] See sections 227AA and 210(11) of the Singapore Companies Act read with section 351(d) of the Singapore Companies Act.
[6] Republic Act No. 7653, as amended by Republic Act No. 11211.
[7] Republic Act No. 10142.
[8] See article 321 of the Commercial Companies Law , (the "**UAE Commercial Companies Law**").

## 4. Nature of clients' interests

We are required under the Official Requirements regarding Safe Custody Business, and under relevant local asset protection rules, to protect the client's legal position (proprietary interest) in its securities which we hold in custody, and to separate the client's legal position from our own rights.

Even where our clients' securities are registered in our name at the relevant CSD, we hold them on behalf of our clients, who are considered as a matter of law to have a proprietary interest in those securities. This is in addition to any contractual right a client may have against us to have the securities delivered to them. This applies both in the case of ISAs and OSAs.

In some markets,[9] our clients are considered to have a co-ownership interest in all securities of the same type that are held in collective safe custody by the CSD according to the proportionate share of the client's holding of securities of this type. This applies both in the case where the proportionate share of the client's holding in these securities is held in an ISA and in the case where it is held in an OSA.[10]

However, in some other markets,[11] the nature of clients' interests in ISAs and OSAs is different. In relation to an ISA, the client is entitled to all of the securities held in the ISA. In the case of an OSA, as the securities are held collectively in a single account, each client is normally considered to have a proprietary interest in all of the securities in the account proportionate to its holding of securities.

In all cases, our books and records constitute evidence of our clients' proprietary interests in the securities. The ability to rely on such evidence would be particularly important on insolvency. In the case of either an ISA or an OSA, an insolvency practitioner may require a full reconciliation of the books and records in respect of all securities accounts prior to the release of any securities from those accounts.

The Official Requirements regarding Safe Custody Business, together with any relevant local asset protection rules, require us to maintain accurate books and records, which enable us to distinguish securities held for one client from securities held for any other client, and from our own securities. We are also subject to regular audits in respect of our compliance with those rules. As long as books and records are maintained in accordance with the applicable rules, clients should receive the same level of protection from both ISAs and OSAs.

## 5. Shortfalls

If there were a shortfall between the number of securities that we are obliged to deliver to clients and the number of securities that we hold on their behalf in either an ISA or an OSA, this could result in fewer securities than clients are entitled to being returned to them on our insolvency. The way in which a shortfall could arise may be different as between ISAs and OSAs (see further below).

### *How a shortfall may arise*

A shortfall could arise for a number of reasons, including as a result of administrative error, operational issues, intraday movements or counterparty default following the exercise of rights of reuse. A shortfall may also arise where securities belonging to one client are used or borrowed by another client for intra-day settlement purposes. Not all of these reasons will be applicable to all clients. In particular, we only permit the use or borrowing of client securities if the relevant clients have consented to this under the relevant legal documentation and in accordance with applicable regulation.

Where a client has requested us to settle a transaction and that client has insufficient securities held with us to carry out that settlement, we will only carry out the settlement once the client has delivered to us the securities needed to meet the settlement obligation, unless the client has entered into a separate agreement to cover settlement failures in markets where we offer such products.

A shortfall could arise otherwise than due to our activity for our clients. For example, a shortfall may arise if the number of securities of the same type which we and other participants hold in collective safe custody with a CSD is greater than the total pool of securities of this type held by a CSD for its participants due to the CSD's loss of

[9] This includes Germany and the Netherlands.

[10] Please note that the nature of clients' interests may be different where the securities are ultimately held with a depository located outside these markets.

[11] This includes the United Kingdom, Hungary, Czech Republic, Singapore, the Philippines and UAE.

the securities in question. In that case, all our client accounts with the CSD are likely to be affected to the same extent.

*Treatment of a shortfall*

If a shortfall arose, clients may have a claim against us for any loss suffered. The treatment of shortfalls, and resulting loss, may differ, depending on the market, on whether a client's securities are held in an ISA or OSA. In some of the markets where our clients are considered to have a co-ownership interest in all securities of the same type that are held in collective safe custody by the CSD, a shortfall (however arising), and any resulting loss, would generally be shared pro rata among each client holding the relevant securities in the CSD in question, irrespective of whether the client's securities are held in an ISA or an OSA.[12] In certain other of these markets,[13] the position is less clear and depends on the circumstances in which a shortfall arises. In these markets there are arguments that, notwithstanding each client's co-ownership interest in all securities of the relevant type, a shortfall, and resulting loss, that can actually be attributed to an OSA (that cannot be fully attributed to a specific client), should only be shared among the clients whose securities are held in that OSA, and not be apportioned among clients holding securities in ISAs.[14]

In some other markets, where the legal nature of clients' interests in an ISA differ from the nature of clients' interest in an OSA, the whole of any shortfall, and resulting loss, on an ISA would be attributable to the client for whom the account is held and would not be shared with other clients for whom we hold securities. Similarly, the client would not be exposed to a shortfall on an account held for another client or clients. In contrast, in the case of a shortfall arising in an OSA, and resulting loss, the shortfall would normally be allocated among all clients with an interest in that security in the account. It is likely that this allocation would be made rateably among the clients, although arguments could be made that in certain circumstances a shortfall in a particular security in an OSA should be attributed to a particular client or clients. Therefore, a client may be exposed to a shortfall even where securities have been lost in circumstances which are completely unrelated to that client.

If we were to become insolvent prior to covering a shortfall, clients may in certain situations have a priority claim in our insolvency proceedings (see above). Where this is not the case, clients would rank as general unsecured creditors for any amounts owing to them in connection with such a claim. Clients would therefore be exposed to the risks of our insolvency, including the risk that they may not be able to recover all or part of any amounts claimed.

In order to calculate clients' shares of any shortfall, each client's entitlement to securities would need to be established as a matter of law and fact based on our books and records. It may therefore be a time consuming process to confirm each client's entitlement. This could give rise to delays in returning securities and initial uncertainty for a client as to its actual entitlement on an insolvency. In this respect, establishing a client's entitlement to shares held in collective safe custody may be easier where the proportionate share is reflected in an ISA and, thereby, also segregated in the books and records of the relevant CSD.

## 6. Security interests

*Security interest granted to a third party*

Security interests granted over clients' securities could have a different impact in the case of ISAs and OSAs. Where a client purported to grant a security interest over its interest in securities held in an OSA and the security interest was asserted against the CSD with which the account was held, there could be a delay in the return of securities to all clients holding securities in the relevant account, including those clients who had not granted a security interest, and a possible shortfall in the account. However, in practice, we would expect that the beneficiary of a security interest over a client's securities would perfect its security by notifying us rather than the relevant CSD and would seek to enforce the security against us rather than against such CSD, with which it had no relationship. We would also expect CSDs to refuse to recognise a claim asserted by anyone other than ourselves as account holder, unless such claim had been notified and/or registered with the relevant CSD in accordance with the rules of such CSD and applicable law.

*Security interest granted to a CSD*

[12] This is the case, for example, in the Netherlands.

[13] For example in Germany.

[14] Please note that the treatment for shortfalls that occur in relation to securities recorded in a client account located in these markets may be different from the principles set out in this section where the securities are ultimately held with a depositary located outside these markets.

Where the CSD benefits from a security interest granted by us over securities held by us for a client, there could be a delay in the return of securities to a client (and a possible shortfall) in the event that we failed to satisfy our obligations to the CSD and the security interest was enforced. This applies whether the securities are held in an ISA or an OSA. However, in practice, we would expect that a CSD would first seek recourse to any securities held in our own proprietary accounts to satisfy our obligations and only then make use of securities in client accounts. We would also expect a CSD to enforce its security rateably across client accounts held with it.

Clients may have a priority claim in our insolvency proceedings in certain situations where we have granted a security interest over securities held in a client account to a depositary (including a CSD) and the depositary has fully or partly realised its security interest. Such priority right may only arise in limited circumstances and would generally require that we have granted (i) a loan to the client and, (ii) with the client's authorisation, a security interest over the client's securities to the depositary, in relation to a loan of the depositary to us. The client's priority claim would be settled separately prior to the claim of general unsecured creditors and from a separate pool of assets, comprising:

- to the extent that the depositary has not realised its security interest, the securities of clients that are subject to the security interest;
- where the depositary has realised its security interest, any proceeds to which the depositary is not legally entitled; and
- any claims we may have resulting from loans granted to other clients who are involved in this separate Deutsche Bank AG, Head Office settlement process, as well as any payments made to avert an imminent realisation of a security interest.

Clients would be required to make a claim in our insolvency as a priority creditor in respect of those assets. This priority settlement process may arise whether or not the client has an ISA or OSA.

## 7. CSD participation

Set out below is a list of CSDs in which we are a direct participant together with links to their current websites, each as at the date of this document. The information contained on such websites is provided by the relevant CSDs. We have not investigated or performed due diligence on such information and clients rely on it at their own risk.

| CSD Participant | Jurisdiction | CSD | Link to the CSD website |
|---|---|---|---|
| Deutsche Bank AG, Head Office | Germany | Euroclear Bank SA / NV | https://www.euroclear.com/en.html |
| | | Clearstream Banking SA | https://www.clearstream.com |
| | | Oesterreichische Kontrollbank CSD GmbH | https://www.oekb-csd.at/en/ |
| | | Euronext Securities Milan | https://www.euronext.com/en/post-trade/euronext-securities/milan |
| | | Clearstream Banking AG | https://www.clearstream.com |
| | | Euroclear Belgium | https://www.euroclear.com/services/en/provider-homepage/euroclear-belgium.html |
| | | Banque Nationale de Belgique (NBB) | https://www.nbb.be/en |

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|---|---|---|---|
| Deutsche Bank AG,Amsterdam Branch | Netherlands | Euroclear France | https://www.euroclear.com/services/en/provider-homepage/euroclear-france.html |
| | | Euroclear Nederland | https://www.euroclear.com/services/en/provider-homepage/euroclear-nederland.html |
| | | Euroclear Bank SA / NV | https://www.euroclear.com/en.html |
| | | Interbolsa Central de Valores | https://www.interbolsa.pt/ |
| Deutsche Bank AG, Budapest Branch | Hungary | Kozponti Elszamolohaz es Ertektar Rt KELER | https://english.keler.hu/ |
| Deutsche Bank AG, London Branch | United Kingdom | Euroclear UK & Ireland | https://www.euroclear.com/services/en/provide |
| | | Euroclear Bank SA / NV | https://www.euroclear.com/en.html |
| | | Clearstream Banking SA | https://www.clearstream.com |
| Deutsche Bank AG, Prague Branch | Czech Republic | Centrální depozitář cenných papírů a.s. (CDCP) | https://www.cdcp.cz/index.php/en/ |
| | | Czech National Bank | https://www.cnb.cz/en/ |
| Deutsche Bank AG, Singapore Branch | Singapore | Euroclear Bank SA / NV | https://www.euroclear.com/en.html |
| | | Clearstream Banking SA | https://www.clearstream.com |
| Deutsche Bank AG, Manila Branch | Philippines | Clearstream Banking SA | https://www.clearstream.com |
| Deutsche Bank AG, Dubai Branch (Deutsche Securities and Services) | United Arab Emirates | Euroclear Bank SA / NV | https://www.euroclear.com/en.html |
| | | Clearstream Banking SA | https://www.clearstream.com |

## GLOSSARY

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|---|---|
| ***Bail-in:*** | Refers to the process under the German Recovery and Resolution Act 2014 applicable to failing German banks and investment firms under which the firm's liabilities to clients may be modified, for example by being written down or converted into equity. |
| ***Central Securities Depository:*** | Refers to an entity which is authorised to operate a securities settlement system in accordance with the CSDR. |
| ***Direct Participant:*** | Means an entity that holds securities in an account with a CSD and is responsible for settling transactions in securities that take place within a CSD. A direct participant should be distinguished from an indirect participant, which is an entity, such as a global custodian, which appoints a direct participant to hold securities for it with a CSD. |
| ***EEA:*** | Means the European Economic Area. |
| ***Official Requirements regarding Safe Custody Business:*** | Refers to "Amtliche Anforderungen an das Depotgeschäft – Bekanntmachung über die Anforderungen an die Ordnungsmäßigkeit des Depotgeschäfts und der Erfüllung von Wertpapierlieferungsverpflichtungen", 21 December 1998, guidelines on safe custody business originally published by the German Federal Banking Authority (BaKred) but maintained by the BaFin. |
| ***Resolution proceedings:*** | Are proceedings for the resolution of failing German banks and investment firms under the German Recovery and Resolution Act 2014. |
| ***United Kingdom:*** | Means the United Kingdom of Great Britain and Northern Ireland. |