

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

- - - - - x  
UNITED STATES OF AMERICA, :  
 :  
 Plaintiff, : CRIMINAL NO.  
 :  
 - v. - :  
 :  
 DB GROUP SERVICES UK LIMITED, :  
 :  
 Defendant. :  
- - - - - x

**PLEA AGREEMENT**

The United States of America, by and through the Fraud Section of the Criminal Division ("Fraud Section") and the Antitrust Division of the United States Department of Justice (together, the "Department"), and DB GROUP SERVICES UK LIMITED ("defendant" or "DBGS"), by and through its undersigned attorneys, and through its authorized representative, pursuant to authority granted by DBGS's Board of Directors, hereby submit and enter into this plea agreement (the "Agreement"), pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. The terms and conditions of this Agreement are as follows:

**The Defendant's Agreement**

1. DBGS agrees to waive indictment and plead guilty to a one-count criminal Information filed in the District of Connecticut

charging DBGS with wire fraud, in violation of Title 18, United States Code, Section 1343. DBGS further agrees to persist in that plea through sentencing and, as set forth below, to cooperate fully with the Department in its investigation into all matters related to the conduct charged in the Information.

2. DBGS understands and agrees that this Agreement is between the Department and DBGS and does not bind any other division or section of the Department of Justice or any other federal, state, or local prosecuting, administrative, or regulatory authority. Nevertheless, the Department will bring this Agreement and the cooperation of DBGS, its direct or indirect affiliates, subsidiaries, and parent corporation, to the attention of other prosecuting authorities or other agencies, if requested by DBGS.

3. DBGS agrees that this Agreement will be executed by an authorized corporate representative. DBGS represents that a resolution duly adopted by DBGS's Board of Directors is attached to this Agreement as Exhibit 1 and represents that the signatures on this Agreement by DBGS and its counsel are authorized by DBGS's Board of Directors, on behalf of DBGS.

4. DBGS agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this Agreement.

5. DBGS agrees to abide by all terms and obligations of this Agreement as described herein, including, but not limited to, the following:

- (1) to plead guilty as set forth in this Agreement;
- (2) to abide by all sentencing stipulations contained in this Agreement;
- (3) to appear, through its duly appointed representatives, as ordered for all court appearances, and obey any other court order in this matter;
- (4) to commit no further federal crimes;
- (5) to be truthful at all times with the Court;
- (6) to pay the applicable fine and special assessment; and
- (7) to work with its parent corporation, Deutsche Bank AG ("Deutsche Bank"), in fulfilling the obligations described in the undertakings given by Deutsche Bank in connection with resolving investigations by the Department of Justice, the U.S. Commodity Futures Trading Commission ("CFTC") (attached to this Agreement as Exhibit 2) and the U.K. Financial Conduct Authority ("FCA").

6. DBGS agrees that in the event DBGS sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such sale(s) is/are structured as a stock or asset sale, merger, or transfer, DBGS shall include in any contract for sale, merger, or transfer a provision fully binding the purchaser(s) or any successor(s) in interest thereto to the obligations described in this Agreement.

7. DBGS agrees to continue to cooperate fully with the Department, the Federal Bureau of Investigation (the "FBI"), and any other law enforcement or government agency designated by the Department in a manner consistent with applicable law and regulations. At the request of the Department, DBGS shall also cooperate fully with foreign law enforcement authorities and agencies. DBGS shall, to the extent consistent with the foregoing, truthfully disclose to the Department all factual information not protected by a valid claim of attorney-client privilege or work product doctrine protection with respect to the activities of DBGS and its affiliates, its present and former directors, officers, employees, and agents, between the date of this Agreement and the expiration of the Deferred Prosecution Agreement dated April 23, 2015 between the Department and Deutsche Bank AG ("Attachment A" to the "DPA"), in *United States v. Deutsche Bank AG*, concerning all matters relating to (a) the manipulation, attempted manipulation, or

interbank coordination of USD LIBOR, EURIBOR, Yen LIBOR, CHF LIBOR, GBP LIBOR, and Euroyen TIBOR, or (b) violations of United States laws concerning fraud or antitrust, or governing securities or commodities markets, about which DBGS has any knowledge or about which the Department, the FBI, or any other law enforcement or government agency designated by the Department, or, at the request of the Department, any foreign law enforcement authorities and agencies, shall inquire. This obligation of truthful disclosure includes the obligation of DBGS to provide to the Department, upon request, any non-privileged or non-protected document, record, or other tangible evidence about which the aforementioned authorities and agencies shall inquire of DBGS, subject to the direction of the Department.

8. DBGS agrees that any fine or restitution imposed by the Court will be due and payable within ten (10) business days of sentencing, and DBGS will not attempt to avoid or delay payments. DBGS further agrees to pay the Clerk of the Court for the United States District Court for the District of Connecticut the mandatory special assessment of \$400 within ten (10) business days from the date of sentencing.

9. DBGS will immediately file an application for a prohibited transaction exemption with the United States Department of Labor ("DoL") requesting that DBGS, its subsidiaries, and

affiliates be allowed to continue to be qualified as a Qualified Professional Asset Manager pursuant to Prohibited Transactions Exemption 84-14 (the "QPAM Exemption"). DBGS will seek such exemption in the form and manner that permits such exemption to be considered in the most expeditious manner possible, and will provide all information requested of it by DoL in a timely manner. The decision regarding whether or not to grant an exemption, temporary or otherwise, is committed to DoL, and the Department takes no position on whether or not an exemption should be granted. If DoL denies the exemption, or takes any other action adverse to DBGS, DBGS may not withdraw its plea or otherwise be released from any of its obligations under this Plea Agreement. The Department agrees that the Department will support a motion or request by DBGS that sentencing in this matter be adjourned until DoL has issued a ruling on DBGS's request for an exemption, temporary or otherwise, so long as DBGS is proceeding with the DoL in an expeditious manner.

10. To the extent that this Agreement triggers regulatory exclusions, disqualifications or penalties, the Fraud Section agrees that, if requested, it will advise the appropriate officials of any governmental agency considering such action, or any waiver or exemption therefrom, of the fact, manner, and extent of the cooperation of Deutsche Bank, its affiliates and subsidiaries, and the relevant facts regarding the charged conduct as a matter for

that agency to consider before determining what action, if any, to take. The triggering of any such regulatory exclusions, disqualifications or penalties by other governmental agencies does not entitle Deutsche Bank to withdraw its plea or otherwise be released from any of its obligations under this Agreement.

11. DBGS agrees that if the defendant company, its parent corporation, or any of its direct or indirect affiliates or subsidiaries issues a press release or holds a press conference in connection with this Agreement, DBGS shall first consult with the Department to determine whether (a) the text of the release or proposed statements at any press conference are true and accurate with respect to matters between the Department and DBGS; and (b) the Department has no objection to the release or statement. Statements at any press conference concerning this matter shall be consistent with such a press release.

#### **The Department's Agreement**

12. In exchange for the guilty plea of DBGS and the complete fulfillment of all of its obligations under this Agreement, the Department agrees it will not file additional criminal charges against DBGS relating to (a) any of the conduct described in the Statement of Facts attached hereto as Exhibit 3, (b) any of the conduct described in the Statement of Facts attached as Attachment A to the DPA, or (c) information disclosed by DBGS or Deutsche Bank to

the Department prior to the date of this Agreement relating to the manipulation, attempted manipulation, or interbank coordination of USD LIBOR, EURIBOR, Yen LIBOR, CHF LIBOR, GBP LIBOR, and Euroyen TIBOR. This paragraph does not provide any protection against prosecution for manipulation of interest rates, any scheme to defraud counterparties to interest rate derivatives trades placed on its behalf, or any antitrust violation in the future by DBGS or by any of its officers, directors, employees, or agents, whether or not disclosed by DBGS pursuant to the terms of this Agreement. This Agreement does not close or preclude the investigation or prosecution of any natural persons, including any officers, directors, employees, or agents of DBGS, who may have been involved in any of the matters set forth in the Information, Attachment A of the DPA, or in any other matters.

#### **Factual Basis**

13. DBGS is pleading guilty because it is guilty of the charge contained in the Information. DBGS admits, agrees, and stipulates that the factual allegations set forth in the Information are true and correct, that it is responsible for the acts of its present and former officers and employees described in the Statement of Facts attached hereto and incorporated herein as Exhibit 3, and that Exhibit 3 accurately reflects DBGS's criminal conduct. DBGS also admits, agrees, and stipulates that Attachment A to the DPA, to



the extent that Attachment A describes the conduct of employees of DBGS, is true and correct, and that DBGS is responsible for such conduct.

**DBGS's Waiver of Rights,**  
**Including the Right to Appeal**

14. Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 limit the admissibility of statements made in the course of plea proceedings or plea discussions in both civil and criminal proceedings, if the guilty plea is later withdrawn. DBGS expressly warrants that it has discussed these rules with its counsel and understands them. Solely to the extent set forth below, DBGS voluntarily waives and gives up the rights enumerated in Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410. Specifically, DBGS understands and agrees that any statements that it makes in the course of its guilty plea or in connection with the Agreement are admissible against it for any purpose in any U.S. federal criminal proceeding if, even though the Department has fulfilled all of its obligations under this Agreement and the Court has imposed the agreed-upon sentence, DBGS nevertheless withdraws its guilty plea.

15. DBGS knowingly, intelligently, and voluntarily waives its right to appeal the conviction in this case. DBGS similarly knowingly, intelligently, and voluntarily waives the right to appeal

the sentence imposed by the Court. In addition, DBGS knowingly, intelligently, and voluntarily waives the right to bring any collateral challenge, including challenges pursuant to Title 28, United States Code, Section 2255, challenging either the conviction, or the sentence imposed in this case. Nothing in this paragraph, however, will act as a bar to Deutsche Bank perfecting any legal remedies it may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. DBGS waives all defenses based on the statute of limitations and venue with respect to any prosecution that is not time-barred on the date that this Agreement is signed in the event that: (a) the conviction is later vacated for any reason; (b) DBGS violates this Agreement; or (c) the plea is later withdrawn, provided such prosecution is brought within one year of any such vacation of conviction, violation of agreement, or withdrawal of plea plus the remaining time period of the statute of limitations as of the date that this Agreement is signed. The Department is free to take any position on appeal or any other post-judgment matter.

#### **Penalty**

16. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1343, if the violation affects a financial institution, is a fine of

\$1 million or twice the gross pecuniary gain or gross pecuniary loss resulting from the offense, whichever is greatest, Title 18, United States Code, Section 3571(c)(3),(d); five years' probation, Title 18, United States Code, Section 3561(c)(1); and a mandatory special assessment of \$400, Title 18, United States Code, Section 3013(a)(2)(B).

**Sentencing Recommendation**

17. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Department and DBGS have agreed to a specific sentence of a fine in the amount of \$150,000,000 and a special assessment of \$400. The Parties agree that this \$150,000,000 fine and the \$400 special assessment shall be paid to the Clerk of Court, United States District Court for the District of Connecticut, within ten (10) business days after sentencing. The Department and DBGS have agreed that all or a portion of the fine may be paid by one or more related Deutsche Bank entities, including DBGS's parent company, Deutsche Bank AG, on behalf of DBGS, consistent with Deutsche Bank policy and practice. DBGS acknowledges that no tax deduction may be sought in connection with the payment of this \$150,000,000 fine.

18. The parties further agree, with the permission of the Court, to waive the requirement of a Pre-Sentence Investigation report pursuant to Federal Rule of Criminal Procedure 32(c)(1)(A)(ii), based on a finding by the Court that the record

contains information sufficient to enable the Court to meaningfully exercise its sentencing power. The parties agree, however, that in the event the Court orders the preparation of a pre-sentence report prior to sentencing, such order will not affect the agreement set forth herein.

19. In the event the Court directs the preparation of a Pre-Sentence Investigation report, the Department will fully inform the preparer of the pre-sentence report and the Court of the facts and law related to DBGS's case. Except as set forth in this Agreement, the parties reserve all other rights to make sentencing recommendations to address questions posed by the Court or the Probation Office and to respond to motions and arguments by the opposing party.

20. This agreement is presented to the Court pursuant to Fed. R. Crim. P. 11(c)(1)(C). DBGS understands that, if the Court rejects this Agreement, the Court must: (a) inform the parties that the Court rejects the Agreement; (b) advise DBGS's counsel that the Court is not required to follow the Agreement and afford DBGS the opportunity to withdraw its plea; and (c) advise DBGS that if the plea is not withdrawn, the Court may dispose of the case less favorably toward DBGS than the Agreement contemplated. DBGS further understands that if the Court refuses to accept any provision of

this Agreement, except paragraph 18 above, neither party shall be bound by the provisions of the Agreement.

### **Breach of Agreement**

21. DBGS agrees that if it breaches this Agreement, commits any federal crime between the date of this Agreement and the expiration of the DPA, or has provided or provides deliberately false, incomplete, or misleading information in connection with this Agreement, the Department may, in its sole discretion, characterize such conduct as a breach of this Agreement. In the event of such a breach, (a) the Department will be free from its obligations under the Agreement and may take whatever position it believes appropriate as to the sentence; (b) DBGS will not have the right to withdraw the guilty plea; (c) DBGS shall be fully subject to criminal prosecution for any other crimes that it has committed or might commit, if any, including perjury and obstruction of justice; and (d) the Department will be free to use against DBGS, directly and indirectly, in any criminal or civil proceeding any of the information or materials provided by DBGS pursuant to this Agreement, as well as the admitted Statement of Facts attached as Exhibit 3.

22. In the event of a breach of this Agreement by DBGS, if the Department elects to pursue criminal charges, or any civil or administrative action that was not filed as a result of this Agreement, then:

- a. DBGS agrees that any applicable statute of limitations is tolled between the date of DBGS's signing of this Agreement and the discovery by the Department of any breach by DBGS plus one year; and
- b. DBGS gives up all defenses based on the statute of limitations (as described in Paragraph 14), any claim of pre-indictment delay, venue, or any speedy trial claim with respect to any such prosecution or action, except to the extent that such defenses existed as of the date of the signing of this Agreement.

**Complete Agreement**

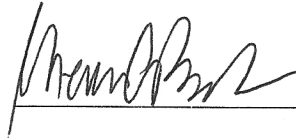
23. This document states the full extent of the agreement between the parties. There are no other promises or agreements, express or implied. Any modification of this Agreement shall be valid only if set forth in writing in a supplemental or revised plea agreement signed by all parties.

**AGREED:**

**FOR DB GROUP SERVICES UK LIMITED:**

Date: 4/23/15

By: \_\_\_\_\_



\_\_\_\_\_  
Steven F. Reich  
General Counsel - Americas  
Deutsche Bank AG

Date: \_\_\_\_\_


By: \_\_\_\_\_

Roberto Finzi, Esq.  
Andrew Finch, Esq.  
Theodore V. Wells, Jr., Esq.  
Paul, Weiss, Rifkind, Wharton &  
Garrison LLP

---

Steven F. Reich  
General Counsel - Americas  
Deutsche Bank AG

Date: 4/23/15

By:   
Roberto Finzi, Esq.  
Andrew Finch, Esq.  
Theodore V. Wells, Jr., Esq.  
Paul, Weiss, Rifkind, Wharton &  
Garrison LLP



FOR THE DEPARTMENT OF JUSTICE, CRIMINAL DIVISION, FRAUD SECTION:

ANDREW WEISSMANN  
Chief, Fraud Section  
Benjamin D. Singer  
Deputy Chief, Fraud Section  
Criminal Division  
United States Department of Justice

Date: 4/23/15 By: Jennifer L. Saulino  
Jennifer L. Saulino  
Assistant Chief, Fraud Section

Date: 4/23/15 By: Alison L. Anderson  
Alison L. Anderson  
Trial Attorney, Fraud Section

FOR THE DEPARTMENT OF JUSTICE, ANTITRUST DIVISION:

JEFFREY D. MARTINO  
Chief, New York Field Office  
Antitrust Division  
United States Department of Justice

Date: 4/23/15 By: Richard A. Powers  
Richard A. Powers  
Trial Attorney, Antitrust Division


### **CERTIFICATE OF COUNSEL**

We are counsel for DB Group Services (UK) Ltd. ("DBGS") in the matter covered by this Agreement. In connection with such representation, we have examined relevant DBGS documents and have discussed the terms of this Agreement with DBGS's Board of Directors. Based on our review of the foregoing materials and discussions, we are of the opinion that the representative of DBGS has been duly authorized to enter into this Agreement on behalf of DBGS and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of DBGS and is a valid and binding obligation of DBGS. Further, we have carefully reviewed the terms of this Agreement with the Board of Directors and the legal counsel of DBGS. We have fully advised them of the rights of DBGS, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement. To our knowledge, the decision of DBGS to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

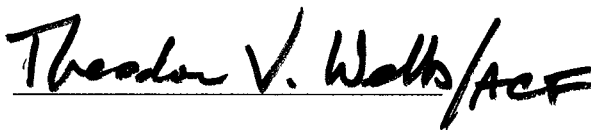
Date: April 23, 2015

By: 

Roberto Finzi, Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
Counsel for DBGS

By: 

Andrew C. Finch, Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
Counsel for DBGS

By: 

Theodore V. Wells, Jr., Esq.  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
Counsel for DBGS

**COMPANY OFFICER'S CERTIFICATE**

I have read this Agreement and carefully reviewed every part of it with outside counsel for DB GROUP SERVICES UK LIMITED ("DBGS"). I understand the terms of this Agreement and voluntarily agree, on behalf of DBGS, to each of its terms. Before signing this Agreement, I consulted outside counsel for DBGS. Counsel fully advised me of the rights of DBGS, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I understand that outside counsel for DBGS has advised the Board of Directors fully of the rights of DBGS, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of DBGS, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am General Counsel - Americas for Deutsche Bank AG and am duly authorized by DBGS to execute this Agreement on behalf of DBGS.

Date: April 23, 2015

DB Group Services UK Limited

By:

A handwritten signature in black ink, appearing to read 'Steven F. Reich', is written over a horizontal line.

Steven F. Reich  
General Counsel - Americas  
Deutsche Bank AG

**EXHIBIT 1**

**Certificate of Corporate Resolutions**

A copy of the executed Certificate of Corporate Resolutions  
is annexed hereto as "Exhibit 1."

## COPY OF THE RESOLUTIONS OF THE BOARD OF DIRECTORS

OF

### DB GROUP SERVICES (UK) LIMITED

#### Background

On 22 April 2015, the board of directors (the **Board**) of DB Group Services (UK) Limited (the **Company**) considered:

- (a) the discussions between the Company, through its legal counsel, and the United States Department of Justice, Criminal Division, Fraud Section, and the Antitrust Division (together, the **DOJ**) regarding its investigation into potential criminal violations related to the London Interbank Offered Rate (**LIBOR**) and the Euro Interbank Offered Rate (**EURIBOR**) (the **LIBOR Investigation**);
- (b) a pack of settlement documents, pursuant to which the Company and Deutsche Bank AG (**DBAG**) proposed to settle the LIBOR Investigation, including:
  - (i) a draft Plea Agreement, with appendices, between the Company and the DOJ (the **Draft Plea Agreement**);
  - (ii) as an appendix to the Draft Plea Agreement, a draft statement of facts relating to the involvement of the Company's employees in misconduct in relation to the LIBOR and EURIBOR benchmarks; and
  - (iii) a draft Information expected to be filed in the U.S. District Court for the District of Connecticut, charging the Company with one count of wire fraud, in violation of Title 18, United States Code, Section 1343.
- (c) a draft written special resolution to be passed by the Company's sole shareholder (the **Written Shareholder Resolution**) containing a direction in relation to the matters referred to in sub-paragraphs (a) and (b) above;
- (d) the terms of a proposed resolution of the board of DBAG (the **DBAG Resolution**) to the effect that DBAG be authorised to sign and execute any documents and take all other steps that are necessary or deemed useful to ensure and facilitate, to the extent legally possible, the entering of a guilty plea in the U.S. vis-à-vis the DOJ by the Company; and
- (e) the advice to the Board from its legal counsel regarding the terms of the Draft Plea Agreement, as well as advice regarding the waiver of rights and other consequences of signing the Draft Plea Agreement.

#### Resolutions

After careful consideration the Board **RESOLVED**, conditionally upon receipt by the Board of (i) a copy of the DBAG Resolution duly passed and (ii) a copy of the signed Written Shareholder Resolution, **THAT**:

1. It was in the best commercial interests of the Company and would promote the success of the Company for the benefit of its members as a whole, having regard to the factors set out in section

172 of the Companies Act 2006 and other factors, for the Company to enter into the Draft Plea Agreement and to enter into the guilty plea referred to therein (the **Guilty Plea**).

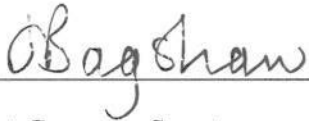
2. Any director of the Company (a **Director**), Christian Sewing, Richard Walker, Simon Dodds, Christof von Dryander, Kieran Garvey, Maureen Lewis and Gayathri Kamalanathan and Roberto Finzi, Andrew C. Finch and Theodore V. Wells, Jr. of the U.S. law firm Paul, Weiss, Rifkind, Wharton & Garrison LLP, acting individually or jointly, be authorised on behalf of the Company to:
  - (a) agree any amendment to the Draft Plea Agreement prior to execution provided that the plea agreement to be entered into by the Company be substantially in the same form and substance as the Draft Plea Agreement;
  - (b) agree the terms of, and sign on behalf of the Company, any related document; and
  - (c) take any and all actions as may be necessary or appropriate, and to approve the forms, terms and provisions of any agreement or other documents as may be necessary or appropriate, to carry out or give effect to the purpose and intent of these Resolutions (including signing and delivering any such agreement or document on behalf of the Company).
3. The execution of any relevant document as a deed in relation to these Resolutions be authorised and that this be effected by that document being signed by any Director in the presence of a witness or by any two Directors or by any one Director and either of the joint company secretaries of the Company, in each case on behalf of the Company.
4. Christian Sewing, Richard Walker, Simon Dodds, Christof von Dryander, Kieran Garvey, Maureen Lewis and Gayathri Kamalanathan and Roberto Finzi, Andrew C. Finch and Theodore V. Wells, Jr. of the U.S. law firm Paul, Weiss, Rifkind, Wharton & Garrison LLP, or any delegate who he/she may select, acting individually or jointly, be authorised:
  - (a) to execute the Draft Plea Agreement on behalf of the Company with any such amendments as may have been approved in accordance with these Resolutions provided that the plea agreement executed on behalf of the Company be substantially in the same form and substance as the Draft Plea Agreement;
  - (b) to act and speak on behalf of the Company in any proceeding, or as otherwise necessary, for the purpose of executing the Draft Plea Agreement (with any amendments as referred to above), including the entry of the Guilty Plea on behalf of the Company; and
  - (c) to take such further action as appears to him/her necessary or desirable to carry into effect the intent and purpose of these Resolutions.
5. All of the actions of the Directors and any individuals authorised to act on behalf of the Company by the above Resolutions, which actions would have been within the scope of and authorised by the above Resolutions except that such actions were taken prior to the passing of such Resolutions, be severally ratified, confirmed, approved and adopted as actions on behalf of the Company;
6. Any Director and Joanne Bagshaw and Andrew Bartlett, both joint company secretaries of the Company, who was in attendance at the Board meeting at which these Resolutions were passed, be individually authorised to certify a copy of these Resolutions.
7. Christian Sewing, Richard Walker, Simon Dodds, Christof von Dryander, Kieran Garvey, Maureen Lewis and Gayathri Kamalanathan and Roberto Finzi, Andrew C. Finch and Theodore V. Wells, Jr.



of the U.S. law firm Paul, Weiss, Rifkind, Wharton & Garrison LLP be individually authorised to provide to the DOJ a certified copy of these Resolutions.

8. Each joint company secretary of the Company be individually authorised to file with the Registrar of Companies a record of the Written Shareholder Resolution and the relevant forms.

I, Joanne Bagshaw, being the joint company secretary of the Company, certify that the resolutions set out above are the resolutions that were passed by the Directors of the Company at a board meeting duly held on 22 April 2015.

A handwritten signature in cursive script, appearing to read "J. Bagshaw", is written above a horizontal line.

Joint Company Secretary

**EXHIBIT 2**

**Corporate Compliance Undertakings**

Attached are the relevant excerpts of the agreements entered into by DBGS Limited's parent, Deutsche Bank AG ("Deutsche Bank"), in resolving regulatory investigations in this matter with the United States Commodity Futures Trading Commission.