Non-binding translation

Joint report from the Management Board of

Deutsche Bank Aktiengesellschaft, Frankfurt am Main,
(hereinafter referred to as “DB”)

and the Directors of

Deutsche Bank Europe GmbH, Frankfurt am Main,
(hereinafter referred to as “DB Europe”)

pursuant to section 293a of the German Stock Corporation Act (AktG)
regarding the affiliation agreement of 18 March 2014

Preamble

On 18 March 2014 DB and DB Europe entered into a control and profit-transfer agreement (“Affiliation agreement“), on the basis of which DB Europe hands over its management to DB and undertakes to transfer all its profits to DB. For its part, DB undertakes, pursuant to § 302 (1) AktG, to absorb any annual losses that may occur during the term of the agreement.

The Management Board of DB and the Directors of DB Europe have created the following agreement report, pursuant to § 293a (1) AktG, in which they explain and justify the conclusion of the affiliation agreement from both a legal and economic point of view.

1. Economic explanation and justification for concluding the Affiliation agreement

DB Europe was founded on 18 February 2010 and registered under HRB 87506 in Commercial Register B at the District Court of Frankfurt am Main on 24 February 2010. DB is the sole shareholder.

The aim of the Affiliation agreement is to incorporate DB Europe into the tax consolidation group of DB. By incorporating the company into the tax consolidation group, taxation on DB Europe's positive or negative tax income will no longer occur at DB Europe level. The income will be attributed to DB, which will be taxed for it. A tax consolidation group enables direct offsetting of DB Europe's taxable earnings against the earnings of DB's German tax group. In addition, profit transfers of DB Europe under the Affiliation agreement do not qualify as profit distributions, i.e. in contrast to dividend do not trigger additional taxes (non-deductible expenses).

The tax loss carryforwards that currently exist for DB Europe of approx. EUR 529,000 could not be used for the duration of the tax group, i.e. they cannot be offset against positive income from DB Europe or DB.

Since the start of its active business operations on 5 November 2010 the corporate purpose of DB Europe has been the performance of its own banking transactions and financial services on a scale that requires a commercially structured organization. The approved banking business and financial services include, among other things, deposit business, lending business, discount business, guarantee business, cheque collection business, underwriting and placement business, financial portfolio management, custody business, finance leasing, factoring and proprietary trading.

In addition to performing banking transactions as well as financial services and other services, DB Europe's business purpose and strategy also includes the establishment of branches abroad and the acquisition or assumption of the business of other banks in Europe, in particular those of the Deutsche Bank Group. In this context, in

- 2011, DB Europe continued, from its branches in Hungary, Portugal and Belgium, the business taken over from the former DB subsidiaries – Deutsche Bank ZRt., Budapest; Deutsche Bank (Portugal) S.A., Lisbon; and Deutsche Bank S.A./N.V., Brussels. The spin-off of the business in Hungary and Portugal to DB was entered in the Commercial Register on 30 November 2011 and the corresponding branches were closed before the end of the financial year. As of 31 December 2011, DB Europe consisted of the domestic business and also the Belgian branch.
- In 2012, DB Europe continued the business taken over from its branch in the Netherlands, the former Deutsche Bank subsidiary IFN Finance B.V., Rotterdam. The spin-off of the business from Belgium and the Netherlands to DB was filed with the Commercial Register on 26 and 30 November 2012, respectively, and the corresponding branches were closed before the end of the financial year. As of 31 December 2012, DB Europe consists of the domestic business.

Against the background of continuing regulatory uncertainties and their potential implications on the legal entity structure of DB group (e.g. regulations regarding separation of certain banking activities) no further acquisitions have been made since end of 2012. As soon as more clarity regarding the regulatory framework exists, DB Europe will review further options regarding the acquisition of DB group subsidiaries (banks) in Europe and their subsequent conversion into branches of DB AG. However, specific acquisition projects are currently not planned.

Due to the reduced business activities of DB Europe (spin-off of the business of Belgium and the Netherlands to DB AG in 2012, no further acquisitions in 2013) the net income of the entity decreased from EUR 14,284,425.59 in financial year 2012 to EUR 80,958.26 in financial year 2013. In the financial year 2013 business activities of DB Europe were limited to Germany. The majority of revenues (approx. 80%) relates to commission business.

As of 31 December 2013, DB Europe reports a balance sheet total of EUR 72,476,817.22 (prior year: EUR 96,453,248.42). The reduction in the balance sheet total on the balance sheet date compared with the same date last year is mainly related to the profit distribution in the amount of EUR 32,257,904.61 to DB.

The net income for financial year 2013 of EUR 80,958.26 is proposed to be distributed to DB. At the same time, DB Europe intends to repatriate capital in the amount of approx. EUR 52.9m by a decrease of capital reserve.

In addition to the reasons mentioned above, the conclusion of an Affiliation agreement would increase DB′s ability to adapt the legal entity structure to the changing regulatory environment, for example the implementation of the single European supervisory mechanism or the framework for recovery and resolution of failing banks.

Such potential amendments may also include a change of DB Europe’s legal form into a stock corporation. Such a change of legal form may be required to support the acquisition of European banks and their subsequent conversion into branches of DB AG which is part of DB Europe’s current business purpose. In such a scenario, an Affiliation Agreement would be required to retain regulatory waivers DB Europe currently benefits from. Furthermore, an Affiliation agreement would also provide DB Europe the option to acquire German domestic subsidiaries via universal succession. Without an Affiliation agreement existing tax groups would cease to exist following any such acquisition.

The above mentioned aspects are analyzed on an ongoing basis to ensure that changes in the legal structure could be implemented in time including close cooperation with the relevant authorities.

2. Description of the Affiliation agreement

The Affiliation agreement is a control and profit-transfer agreement pursuant to section 291 (1) AktG.

Control (section 1)

Based on the Affiliation agreement, management of DB Europe will be assumed by DB. DB shall accordingly be entitled to issue instructions to the Board of DB Europe as regards management of the company. DB Europe undertakes to follow instructions issued by DB. Management and representation of DB Europe will continue to be the responsibility of the Directors of this company.

DB shall not issue any instructions to DB Europe which may result in DB Europe or the latter's bodies infringing the duties imposed on it/them by the German Banking Act.

DB Europe has the obligation to treat all information and data relating to its customers as strictly confidential. In this same respect, DB may not and shall not issue any instructions, which may result in this confidentiality obligations being breached. Furthermore, DB will not issue instructions to the Board of DB Europe to amend, maintain or terminate the Affiliation agreement.

Profit transfer and establishment of reserves (sections 2 & 4)

In section 2 of the Affiliation agreement, DB Europe undertakes to transfer its profits to DB, in addition to and with precedence over the establishment of reserves (section 4), pursuant to section 301 AktG in its currently applicable version. Pursuant to section 4 of the Affiliation agreement, DB Europe may, however, during the term of the Affiliation agreement, with the agreement of DB, use amounts of the net income to establish reserves (section 272 (3) HGB) with the exception of legal reserves, providing this is permitted by commercial law and is economically justified on the basis of a reasonable commercial assessment.

Absorption of losses (section 3)

Pursuant to section 3 of the Affiliation agreement, for the duration of the agreement, DB shall be obliged to absorb DB Europe's losses in accordance with all of the provisions of section 302 AktG in its currently applicable version. For the term of the agreement, a balance sheet loss may not occur at DB Europe, this means that the corresponding amount must be recognized as receivable and income in the accounts of DB Europe before finalization and approval of the relevant annual accounts.

Coming into effect, term and termination, severability clause (sections 5 & 6)

In order to come into effect, the Affiliation agreement requires the approval of DB′s general meeting and DB Europe′s shareholders′ meeting as well as subsequent entry in the Commercial Register for the headquarters of DB Europe. DB may only issue instructions pursuant to section 1 of the Affiliation agreement from this point in time. The obligation to transfer profits and/or to absorb an annual loss applies, for the first time, to DB Europe′s financial year 2014.

The Affiliation agreement is concluded for a fixed period until 31 December 2018 and thereafter will be extended by subsequent 1-year periods, unless it is terminated by one of the contracting parties, by giving written notice of 6 months before expiry of the agreement. In addition to this, there is also the option for a contracting party to terminate the Affiliation agreement for substantial cause. Substantial causes shall be seen, in particular, as the sale or contribution of the participation by the parent company, or the merger, division or liquidation of the parent company or the subsidiary company.

Finally, in the event of loopholes or the invalidity, ineffectiveness or unenforceability of individual clauses of the agreement, a standard "severability clause" has been agreed, which should provide an appropriate response to omissions in provisions.

Non-binding translation

Frankfurt am Main, 18 March 2014

Deutsche Bank Aktiengesellschaft

Board

signed	signed
Jürgen Fitschen	Anshuman Jain
signed	signed
Stefan Krause	Dr Stephan Leithner
signed	signed
Stuart Lewis	Rainer Neske
signed	
Henry Ritchotte	

Non-binding translation

Frankfurt am Main, 18 March 2014

Deutsche Bank Europe GmbH

Management

signed	signed
Nikolaus von Tippelskirch	Carmen Herbstritt
signed	signed
Jörg Klauke	Frank Rückbrodt