

## Information pursuant to the German Securities Trading Act (WpHG) and relating to distance contracts

Information relating to the Trust and Custody Agreement and associated services for consumers in fulfilment of information requirements pursuant to the WpHG and sections 312d (2), 312i of the German Civil Code (BGB) in conjunction with Art. 246b and 246c of the Introductory Act to the German Civil Code (EGBGB) prior to concluding a distance transaction

### Preamble

Dear Participant,

Before you conclude distance contracts with us (via Internet, telephone, e-mail, fax or letter), in accordance with legal requirements (section 312d (2) BGB in conjunction with Art. 246b EGBGB), we wish to provide you with some general information about the Bank, the service offered and the concluding of distance contracts.

**Your flatexDEGIRO Bank AG**

### Overview

Part A: General information

Part B: Information relating to the Trust and Custody Agreement and associated services

Part C: Information regarding special features of distance contracts

### A.) General information

#### **A-1 Name and address of the Bank**

flatexDEGIRO Bank AG, Rotfeder-Ring 7  
60327 Frankfurt am Main

Telephone: +49 (0) 69 - 5060419 10

Fax: +49 (0) 69 - 5060419 19

E-mail: [kundeninfo@flatex.com](mailto:kundeninfo@flatex.com)

Internet: [www.flatex.com](http://www.flatex.com)

#### **A-2 Corporate Bodies**

Specified in the document "Information on the corporate bodies of flatexDEGIRO Bank AG" (<https://konto.flatex-bank.com/formularcenter/public/2600098.pdf>).

#### **A-3 Bank's main business activity**

The object of the business is to perform all types of banking transactions and associated transactions.

flatexDEGIRO Bank AG publishes all information required under WpHG in conjunction with the Ordinance Specifying the Rules of Conduct and Organisational Requirements for Investment firms (Verordnung zur Konkretisierung der Verhaltensregeln und Organisationsanforderungen für Wertpapierdienstleistungsunternehmen, WpDVerOV) and section 312c BGB in conjunction with Art. 246 EGBGB, together with all further information – in so far as legally permitted – on the website or, in the case of personal information, in the electronic mailbox of the customer concerned.

#### **A-4 Competent regulatory authority**

**Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority)** website: [www.bafin.de](http://www.bafin.de)

Graurheindorfer Strasse 108  
53117 Bonn

Postfach 13 08  
53003 Bonn

Telephone: +49 (0) 228 - 4108 - 0

Fax: +49 (0) 228 - 4108 - 1550

E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de)

Marie-Curie-Strasse 24-28  
60439 Frankfurt

Postfach 50 01 54  
60391 Frankfurt

Telephone: +49 (0) 228 - 4108 - 0

Fax: +49 (0) 228 - 4108 - 1550

E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de)

Deutsche Bundesbank  
Hauptverwaltung in Hessen  
Laufende Aufsicht 1  
Taunusanlage 5  
60329 Frankfurt am Main

Telephone: +49 (0)69 2388 - 0  
Fax: +49 (0)69 2388 - 1111

#### A-5 Entry of main branch in the Commercial Register

Commercial Register of the District Court of Frankfurt am Main Heiligkreuzgasse, 34 60313 Frankfurt  
E-mail: [registergericht@ag-frankfurt.justiz.hessen.de](mailto:registergericht@ag-frankfurt.justiz.hessen.de)  
Registration number: HRB 105687

#### A-6 VAT identification number

DE 246 786 363

#### A-7 Contract language

The governing language for this contractual relationship and communication with the customer during the term of the agreement is English.

#### A-8 Applicable law/jurisdiction

In accordance with clause 7 (1) of the General Terms and Conditions (GTC), the conclusion of the contract and the entire business relationship between the customer and the Bank shall be subject to German law.

#### A-9 Out-of-court dispute settlement

For the settlement of disputes with the Bank the following possibilities exist,

(1) Arbitration Board of the Deutsche Bundesbank (German Central Bank)

The arbitration board of the Deutsche Bundesbank is responsible for complaints from customers related to payment transactions, such as transfers, direct debits and card payments, as well as consumer loans. Complaints about payment services and electronic money may be submitted by private and business customers. Complaints about distance contracts of financial services and consumer loans, however, can only be submitted by consumers. Distance contracts for insurances do not fall into the remit of the arbitration board. The appeal must be submitted in writing to the Schlichtungsstelle der Deutschen Bundesbank, Postfach 11 12 36, 60047 Frankfurt am Main (arbitration board of the German Central Bank, mailbox 11 12 36, 60047 Frankfurt am Main).

(2) Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin, Federal Financial Supervisory Authority)

Furthermore, there is always the option for customers to contact the Federal Financial Supervisory Authority under the following contact information: Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn, Fax: 0228 41 08 15 50, E-Mail: [poststelle@bafin.de](mailto:poststelle@bafin.de) or use the form available at [www.bafin.de](http://www.bafin.de).

#### A-10 Coverage of a voluntary deposit protection scheme

The Bank is assigned to the statutory deposit insurance called Entschädigungseinrichtung deutscher Banken GmbH (EdB). For details please refer to No. 22 of the General Terms and Conditions (GTC), the „Information sheet for depositors“ and the website of the Entschädigungseinrichtung deutscher Banken GmbH at [www.edb-banken.de](http://www.edb-banken.de).

#### Coverage of obligations from security transactions

If the Bank is culpably not able to transfer the client's securities back to the client, such client has – in addition to a claim vis-à-vis the bank if the requirements for compensation are fulfilled – a compensation claim vis-à-vis Entschädigungseinrichtung deutscher Banken GmbH. Such claim vis-à-vis Entschädigungseinrichtung deutscher Banken GmbH is limited to an amount of 90 per cent of the value of the securities in question, in any case to a maximum amount of 20,000 EUR.

#### A-11 Bank details

Sort code: 101 308 00  
BIC (SWIFT) code: BIWBDE33

### **B) Information relating to the Trust and Custody Agreement and associated services**

#### **B-1 Key features B-1.1 General**

On request of Infineon Technologies AG (hereinafter the "**Company**"), the Bank, alongside with Equatex AG with its registered office in Switzerland ("**Equatex**"), manages various employee share participation plans ("**Plans**"). The communication between the Bank and the eligible employees of the Company and associated enterprises ("**Participants**") will mainly take place via "EquatePlus", the administration system provided by Equatex, and through a corresponding Call Centre.

Under the Plan Conditions, depending on the offered Plan, Participants may receive shares, fractional shares and/or stock appreciation rights or virtual stock options. Under the Plan Conditions, Participants can declare their acceptance of the offer to participate in the respective Plan and make exercise notifications via EquatePlus or via the Call Centre. Participants can also view the status of their shares and/or stock appreciation rights or virtual stock options via EquatePlus or query the status via the Call Centre.

The Bank is not obliged to check whether the Participant's instructions are in compliance with the Plan Conditions (except for adherence to holding periods). The Bank will never give advice in connection with the Plans (service is "**execution only**").

The Bank's liability is limited in accordance with the terms of the Trust and Custody Agreement. In particular, the Bank is liable for simple negligence only in the event of breach of a material contractual obligation and, in that event, only for foreseeable damage. This limitation does not apply to death or personal injury. The

limitations of the Bank's liability apply also to the liability of the officers, employees, contractors, subcontractors or vicarious agents of the Bank. The foregoing is without prejudice to compulsory statutory liability under product liability law and/or under a quality guarantee.

**B-1.2 For Participants participating in Plans under which they may receive shares or fractional shares, the following applies additionally:**

Under the Plan Conditions, Participants may receive shares or fractional shares. The Bank will therefore set up a collective trust account ("**Custody Account**") to which all shares of Participants received in connection with the Plans shall be entered. The Bank will also set up a clearing account for the Custody Account in order to process payments relating to the shares or the Plan.

In this context, every Participant shall conclude a Trust and Custody Agreement with the Bank as trustee via EquatePlus or the Call Centre. Participants acquire legal ownership of shares upon entry of the shares in the Custody Account, except in the case of fractional shares; the Bank holds the shares in its own name on behalf of Participants (empowerment trust).

The Bank is responsible for proper accounting of the trust accounts. The Bank sends the Participant a transaction confirmation after every transaction connected with the Plan. Transaction confirmations and annual statements of account are generally issued through EquatePlus. The Bank will either reinvest or pay out dividends on the shares held in trust, depending on the Plan Conditions.

Under the Plan Conditions, the shares may be subject to holding periods during which they cannot be sold. If the Participant wishes to sell shares after the end of the holding period, the Bank will undertake the sale and transfer the sale proceeds to an account nominated by the Participant. If, according to the Plan Conditions, membership of the Plan ceases or the Trust and Custody Agreement is terminated, the Bank will transfer the shares in the Custody Account to a custody account to be nominated by the Participant. If the member does not inform the Bank of his bank account / custody account details, the Bank shall be authorised, as detailed more fully in the Trust and Custody Agreement, to sell the shares and hold the proceeds of sale in safekeeping or place them on deposit.

Regarding termination of the Trust and Custody Agreement, the provisions of the section "Contractual notice and termination rules" are to be observed.

Details relating to the purchase and sale of securities via the Bank are regulated in the section "Special conditions for securities transactions".

**B-1.3 Note on risks and price fluctuations of securities**

Securities transactions carry special risks, in view of their specific characteristics or the operations to be performed. In particular, the following risks are mentioned:

- Risk of price changes / risk of falling share prices.
- Credit risk (risk of default or insolvency risk) of the issuer
- Risk of total loss.

The price of a security is subject to financial market fluctuations over which the Bank has no control. Therefore, securities transactions cannot be revoked.

Income (e.g. interest, dividends) and capital gains achieved in the past are not indicative of future income or capital gains.

The customer should only perform securities transactions independently and without advice if he has sufficient experience or expertise in the field of securities investment.

**B-2 Prices**

Transaction fees (as agreed with the Company and published in EquatePlus), currency exchange commissions and other applicable third party costs (such as stock exchange fees), shall be payable on the sale of shares.

For transfers of sale proceeds to another bank, no transfer fees shall be incurred by the Bank. If transfer fees are charged to the Bank by other banks, these will be charged to the Participant as external costs. Other banks may also charge deductions to the Participant directly.

**B-3 Notes on taxes and costs payable by the customer**

- a. Where interest is earned on credit balances, such income shall be subject to tax.
- b. Income from securities is usually taxable. Gains on the sale of securities may be subject to tax depending on the applicable tax laws (domestic or foreign). For example, in the case of a private investor with unlimited tax liability in Germany, dividends and capital gains received from 1 January 2009 onwards on shares and options acquired after 31 December 2008 would be subject to withholding tax (*Abgeltungssteuer*) of 25%, plus solidarity surcharge of 5.5% and church tax where applicable.

The same applies for any capital gains from purchase and sale of securities if such securities are sold within one year. Depending on the applicable tax law (domestic or foreign), capital gains tax and/or other taxes (such as withholding tax under US tax law) may be due on the disbursement of income or proceeds of sale, which must be transferred to the relevant tax authority and therefore reduce the amount payable to Participants.

- c. Customers should address any questions to their relevant tax authority or to their tax adviser, especially if they are subject to tax abroad.
- d. Customers must bear their own costs (e.g. telephone calls, postage).

**B-4 Additional telecommunication costs**

None

**B-5 Payment and contract performance**

The Bank meets its obligations under the Trust and Custody Agreement through contractual safekeeping of shares and management of Participants' assets. The transfer and sale orders placed by the Participant in this context shall be fulfilled by the Bank through delivery of the securities to the securities account specified by the Participant or through sale of the securities and transfer of the proceeds to the Participant.

The Bank will deduct any charges from the sale proceeds payable to the Participant.

**B-6 Contractual notice and termination rules**

The Trust and Custody Agreement can be terminated by the Participant at one month's notice to the end of the month and by the Bank at two months' notice to the end of the month. The EquatePlus Terms of Use can be terminated by either party at two months notice to the end of the month. The foregoing is without prejudice to the parties' right to terminate the contract for cause. In particular, the Bank is entitled to terminate the agreement if the Participant revokes his consent to the transmission of personal data and thereby prevents the Bank from meeting its obligations under the Trust and Custody Agreement.

Furthermore, the Trust and Custody Agreement between the Participant and the Bank shall end automatically upon the termination of the contract between the Company and the Bank relating to the administration of the Plan. If the Company appoints a new service provider, the Bank shall transfer the shares from the Custody Account plus the share of the depositary clearing account attributable to the Participant, less the fees, charges and expenses defined in the Trust and Custody Agreement, to the collective depositary account of the newly appointed service provider.

Under the respective Plan Conditions, in certain cases, such as the Participant's departure from the group of companies, the termination of the Plan or a decision by the Company no longer to appoint a plan administrator, the Participant may be obliged to transfer all the shares to a private custody account or to sell them within certain time limits. In such cases, the Trust and Custody Agreement shall end automatically at the end of the period allowed for transfer or sale of the shares. If the Participant neither transfers nor sells his shares, under the Plan Conditions and in accordance with the Trust and Custody Agreement, the Bank may sell the shares and transfer the sale proceeds, after deduction of selling fees and costs (see above), to an account to be nominated by the Participant. If, in the cases mentioned above, the Participant does not inform the Bank of his account details in good time, the Bank may deposit the sale proceeds, after deduction of selling fees and costs pursuant to the Trust and Custody Agreement, at the competent District Court.

In all other respects, the conditions of the respective Plan and of the Trust and Custody Agreement shall apply.

#### **B-7 Minimum term**

No minimum term is agreed.

#### **B-8 Other rights and obligations of the Bank and of Participants**

The basic rules governing the entire business relationship between the Bank and the Participant are set out in the Trust and Custody Agreement between the Bank and the Participant. In addition, the following documents of the bank apply:

- General Terms and Conditions
- Order Execution Policy
- Conflict of Interest Policy
- Special Conditions for Dealing in Securities
- Depositor Information Sheet

The Trust and Custody Agreement concluded between the Bank and the Participant and the documents listed above can be found in the Participant's online archive in EquatePlus.

#### **B-9 Conflicts of interest**

Under WpHG and WpDVerOV, financial services companies must define rules for dealing with conflicts of interest. These can be found at [www.flatex.com](http://www.flatex.com).

### **C.) Information regarding special features of distance contracts**

#### **C-1 Information on the concluding of distance contracts**

In case of trust shares, the Participant expresses his intention to conclude the Trust and Custody Agreement via EquatePlus or the relevant Call Centre. The contract is concluded at latest upon the Trust and Custody Agreement being implemented by the Bank.

Any orders of the Participant to sell or otherwise transfer shares come into being through electronic issue of the order via EquatePlus or placement of the order through the Call Centre.

#### **C-2 Cancellation policy**

**The Participant is entitled to cancel his/her declaration of intent to enter into the agreement as follows:**  
**Cancellation Instructions**

##### **Right of cancellation:**

You can withdraw your declaration as to the conclusion of a contract within 14 days without giving reasons by making a clear statement to that effect. The period begins following receipt of this policy on a durable medium, but not before the contract is concluded or before fulfilment of our information requirements pursuant to Art. 246b section 2 (1) in conjunction with Art. 246b section 1 (1) EGBGB. Timely sending of the notice of cancellation shall suffice to meet the cancellation deadline, provided it is notified on a durable medium (e.g. letter, fax, e-mail).

##### **Notice of cancellation should be sent to:**

*flatexDEGIRO Bank AG*

Rotfeder-Ring 7  
60327 Frankfurt am Main

Telephone: +49 (0) 69 - 5060419 10

Fax: +49 (0) 69 - 5060419 19

E-mail: [kundeninfo@flatex.com](mailto:kundeninfo@flatex.com)

##### **Consequences of cancellation:**

In the case of effective cancellation, benefits received by either side are to be given back. You are obliged to pay compensation for the service rendered up to the time of cancellation, provided this legal consequence was indicated to you prior to your making a declaration as to the conclusion of a contract and you expressly

agreed to our beginning to perform the service before the end of the cancellation period. If you are obliged to pay compensation, you may still have to meet your contractual payment obligations for the period up to the time of cancellation. Your right of cancellation expires prematurely if the contract was performed in full by both parties at your express wish before you exercised your right of cancellation. Obligations to refund payments must be fulfilled within 30 days. For you, the period begins when you send off your declaration of cancellation; for us, it begins at the time of receipt.

#### **END OF CANCELLATION POLICY**

Please note that, under section 312g (2) no. 8 BGB, you have no right of cancellation in the case of financial services whose price depends on fluctuations on the financial market over which the Bank has no control and which may occur within the cancellation period. This applies particularly to services in connection with shares.

**Your flatexDEGIRO Bank AG**