

SPECIAL TERMS AND CONDITIONS

OF THE DEUTSCHE BUNDESBANK FOR AUCTIONS OF BONDS AND BILLS OF THE EUROPEAN STABILITY MECHANISM (ESM) USING THE ESM BIDDING SYSTEM (EBS) (March 2023)

PART I – GENERAL PROVISIONS

No 1

SUBSTANCE AND FUNCTION

- (1) The ESM Bidding System (referred to hereinafter as EBS) of the Deutsche Bundesbank (referred to hereinafter as Bundesbank) is an electronic primary market platform for conducting auctions of Bonds and Bills of the European Stability Mechanism (referred to hereinafter as ESM).
- (2) These special terms and conditions complement the auction rules for the issue of Bonds and Bills of the ESM as amended in each case.
- (3) In addition to the present special terms and conditions, the provisions laid down in the General Terms and Conditions of the Deutsche Bundesbank and the General Terms and Conditions for the Bundesbank ExtraNet shall apply as amended in each case.

No 2

PARTICIPATION IN EBS

- (1) Participants in EBS are the members of the ESM Market Group as determined by the ESM (referred to hereinafter as participants).
- (2) For participants, access to the EBS shall be via the internet. If internet access to the EBS is disrupted, part II No 4 of these terms and conditions applies.

No 3
ACCESS TO EBS

(1) The Bundesbank shall carry out only those measures described in the General Terms and Conditions for the Bundesbank ExtraNet (item 2: “User-related security measures”) to guard against unauthorised access and for identifying the participant; the Bundesbank does not undertake to do more than this. The participant shall be responsible for the consequences of unauthorised data transmission. Further details may be found under item 2 of the General Terms and Conditions for the Bundesbank ExtraNet.

(2) Notwithstanding item 3 (3) indent 2 of the General Terms and Conditions for the Bundesbank ExtraNet, the participant is not permitted to allocate the user IDs and passwords allotted to him or her pursuant to item 2 (1) of the General Terms and Conditions for the Bundesbank ExtraNet to several authorised employees as a group (functional user). All regulations in the General Terms and Conditions for the Bundesbank ExtraNet relating only to functional users are therefore null and void.

(3) If the participant has allocated a user ID and password to a staff member and this staff member leaves his or her employment or ceases to be responsible for the EBS procedure, the participant shall, notwithstanding item 3 (6) of the General Terms and Conditions for the Bundesbank ExtraNet, cancel the staff member’s authorisation immediately as described in the ExtraNet documentation and, if required, apply for new authorisation. Item 3 (6) indent 2 of the General Terms and Conditions for the Bundesbank ExtraNet does not apply.

(4) Notwithstanding the specifications in chapter 3.3.3 of the ExtraNet documentation, the participant is not permitted to change the first name and/or last name of an authorised staff member. The user ID assigned to a staff member or his or her password may not be passed on to another staff member.

(5) The participant shall be held bindingly accountable for all legal acts which entail the use of the security features pursuant to item 2 (1) of the General Terms and Conditions for the Bundesbank ExtraNet.

(6) The participant is liable for any damages arising from non-compliance of the participant or his or her staff members with these terms and conditions and other applicable rules.

(7) The aforementioned rules which deviate from the General Terms and Conditions for the Bundesbank ExtraNet are integrated into the application for allotment of a user ID and are to be signed with legally binding effect when applying for the user ID.

PART II

PROVISION OF AUCTION, BIDDING AND ALLOTMENT DATA IN EBS

No 1

ANNOUNCEMENT / INVITATION TO BID

The Bundesbank provides the participants with the announcements and invitations to bid for the Bonds and Bills of the ESM offered in the auctions in EBS.

No 2

BIDS

(1) The participants must submit their bids via EBS before the bidding deadline specified in the invitation to bid.

(2) A bid is effective only if it has arrived at the EBS server. A display of submitted bids in green script in EBS will indicate to the participants that a bid has been successful.

(3) Prior to the bidding deadline, the participants may revoke their validly submitted bids at any time by deleting them. A total of 40 bid fields are available for recording and, possibly, deleting bids.

(4) Bids submitted after the bidding deadline are invalid and automatically rejected by EBS. The criterion for the punctuality of the submitted bid shall be the arrival of the bid at the EBS server.

(5) If the data entered for recording a bid do not comply with the auction rules, the participant in question shall receive an error notification from the system. The individual participant is responsible for compliance with the auction rules for the issue of Bonds and Bills of the ESM.

(6) If an extension of the bidding deadline is necessary for technical reasons, the Bundesbank shall inform the financial information services, which are not agents of the Bundesbank. The bids submitted within the original bidding period shall become invalid and therefore must be resubmitted by the participants before the new bidding deadline in the manner announced by the Bundesbank.

No 3

ALLOTMENT INFORMATION

The Bundesbank shall announce the allotment to the participants as soon as the decision on the allotment has been made by the ESM. The financial information services, which are not agents of the Bank, shall be notified simultaneously.

No 4

DISRUPTIONS TO EBS

(1) If a participant is unable to access the EBS via internet or if a participant experiences functional disruptions to the ongoing operation of EBS, the participant shall immediately notify the EBS Customer Service at the Bundesbank in Frankfurt am Main by telephone or e-mail. Depending on the stage the bidding procedure has reached, the following shall then apply:

a) If the participant is unable to access the EBS electronically via the internet and therefore has no access to auction information, the participant may, upon request, receive this information from the EBS Customer Service at the Bundesbank in Frankfurt am Main by e-mail or telephone.

- b) If the participant is unable to access the EBS on the bidding day and if the participant is therefore unable to submit a bid electronically, the bids are to be submitted in the way specified by the EBS Customer Service at the Bundesbank in Frankfurt.

Bids shall be submitted to the EBS Customer Service at the Bundesbank in Frankfurt am Main in good time prior to expiry of the announced bidding deadline. Bids received by the EBS Customer Service at the Bundesbank in Frankfurt am Main after expiry of the announced bidding deadline are null and void.

- c) If the EBS is still unavailable after the auction allotment has been made, the allotment information shall be transmitted to the participant by e-mail or telephone.

(2) If, owing to technical disruptions, the Bundesbank is unable to conduct the auction in EBS, it shall reserve the right to extend the bidding deadline in accordance with Part II No 2 paragraph (6), to postpone the auction to another business day or to cancel the auction.

PART III – FINAL PROVISIONS

No 1

LIABILITY AND AMENDMENTS TO THE SPECIAL TERMS AND CONDITIONS

(1) These special terms and conditions shall enter into force with the launch of the EBS procedure.

(2) The participants shall be informed by circular of any amendments to these special terms and conditions. Unless specified otherwise in a particular case, two weeks after forwarding the circular they shall be deemed to have been agreed. The circular may also be sent electronically.

No 2

NON-COMPLIANCE WITH THE SPECIAL TERMS AND CONDITIONS

If a participant has not complied with these terms and conditions, he shall also bear the ensuing damages even if they have not been expressly claimed.

No 3

LIABILITY

The Bundesbank's liability is covered by the General Terms and Conditions of the Deutsche Bundesbank, Part I No 12 et seq, provided the present terms and conditions do not state otherwise.

No 4

APPLICABLE LAW, PLACE OF JURISDICTION, PARTIAL INVALIDITY

(1) German law applies to these terms and conditions and to the legal relationships between the Bundesbank and the participants in EBS.

(2) The sole place of jurisdiction for disputes arising between the Bundesbank and the participants as a result of participating in EBS is Frankfurt am Main.

(3) If a provision laid down in these terms and conditions is or becomes invalid, this shall be without prejudice to the validity of all other provisions or agreements.

DEUTSCHE BUNDESBANK
Frankfurt am Main, March 2023