F. # 2017R001865

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
- X

UNITED STATES OF AMERICA

- against -

DEUTSCHE BANK AKTIENGESELLSHAFT,

Defendant.

- X

I N F O R M A T I O N

Cr. No. 20-584 (RPK) (RML)
(T. 18, U.S.C., §§ 371, 1349 and 3551 et seq.)

THE UNITED STATES CHARGES:

At all times relevant to this Information, unless otherwise indicated:

I. THE DEFENDANT DEUTSCHE BANK AG

1. From in or about and between 2008 and at least 2016, the defendant DEUTSCHE BANK AKTIENGESELLSHAFT ("DEUTSCHE BANK AG" or "Company") was a global investment bank and financial services company headquartered in Frankfurt, Germany. DEUTSCHE BANK AG operated globally through subsidiaries, branches and affiliates (collectively with DEUTSCHE BANK AG, "Deutsche Bank"),[1] and it employed approximately 100,000 employees and agents in 62 countries.

2. From in and about and between 2009 and at least 2016 (the "Relevant FCPA Period"), the defendant DEUTSCHE BANK AG had shares of stock traded on the New York Stock Exchange and was required to file periodic reports with the U.S. Securities

[1] Where the defendant DEUTSCHE BANK AG and its subsidiaries, multiple subsidiaries, or employees from multiple DEUTSCHE BANK AG entities are discussed herein, the term "Deutsche Bank" is used to describe the actors.

and Exchange Commission ("SEC") pursuant to Section 15(d) of the Securities Exchange Act of 1934, Title 15, United States Code, Section 78o(d). During the Relevant FCPA Period, DEUTSCHE BANK AG was an "issuer" as that term is used in the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Sections 78dd-1 and 78m(b).

3. From in and about and between at least 2008 and at least 2013 (the "Relevant Commodities Fraud Period"), the defendant DEUTSCHE BANK AG, together with its subsidiaries and affiliates, operated global commodities trading businesses that included the trading of precious metals futures contracts and related products. During the Relevant Commodities Fraud Period and continuing today, DEUTSCHE BANK AG was and remains a financial institution within the definition of Title 18, United States Code, Section 20.

II. THE FCPA SCHEME

A. The Foreign Corrupt Practices Act

4. The FCPA was enacted by Congress for the purpose of, among other things, making it unlawful to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value, directly or indirectly, to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person. The FCPA's accounting provisions, among other things, require that every issuer of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, 15 U.S.C. § 78l, or required to file periodic reports with the SEC under Section 15(d) of the Securities Exchange Act, 15 U.S.C § 78o(d) (hereinafter, "issuer"), make and keep books, records, and accounts that accurately and fairly reflect the transactions and disposition of the

issuer's assets, and prohibit the knowing and willful falsification of an issuer's books, records, or accounts. 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and78ff(a). Additionally, the FCPA's accounting provisions require that issuers maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to (A) permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (B) maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals, and appropriate action is taken with respect to any differences. The FCPA also prohibits the knowing and willful failure to implement such a system of internal accounting controls. 15 U.S.C. §§ 78m(b)(2)(B), 78m(b)(5), and 78ff(a).

B. Overview of the Criminal FCPA Scheme

5. During the Relevant FCPA Period, Deutsche Bank contracted with third-party intermediaries, which it called "Business Development Consultants" or "BDCs," to obtain and retain business globally. The BDCs were approved by then-high-level Deutsche Bank management and various regional committees.

1. *False Books and Records*

6. Beginning in or about at least 2009 through in or about at least 2016, the defendant DEUTSCHE BANK AG, acting through its employees and agents, knowingly and willfully conspired and agreed with others to maintain false books, records, and accounts that did not accurately and fairly reflect the transactions and dispositions of DEUTSCHE

BANK AG's assets, by, among other things, (1) falsely concealing bribes paid to a client's decisionmaker in Saudi Arabia to retain that client's business by recording the payments as "referral fees" paid to a BDC; and (2) falsely concealing millions of dollars of payments made to an intermediary acting as a proxy for a foreign official in Abu Dhabi by recording the payments as "consultancy" payments to a BDC.

2. *Failure to Implement and Maintain Internal Accounting Controls*

7. During the Relevant FCPA Period, the defendant DEUTSCHE BANK AG, acting through its employees and agents, knowingly and willfully failed to implement and maintain a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the execution of transactions in accordance with management's authorization, and which would have helped detect and stop Deutsche Bank from continuing to make corrupt payments to and through BDCs.

8. As further detailed herein, the defendant DEUTSCHE BANK AG, acting through its employees and agents, knowingly and willfully conspired and agreed with others to fail to implement and maintain sufficient internal accounting controls related to payments to BDCs, including by, among other things, failing to conduct meaningful due diligence regarding BDCs, making payments to certain BDCs who were not under contract with DEUTSCHE BANK AG at the time, and making payments to certain BDCs without invoices or adequate documentation of the services purportedly performed. Certain DEUTSCHE BANK AG employees and agents also created, and helped BDCs to create, false justifications and documentation necessary for payment approval.

9. During the Relevant FCPA Period and as a result of the above-described FCPA scheme, the defendant DEUTSCHE BANK AG made approximately $35,360,536 in profits from transactions related to three specific BDCs detailed further herein.

C. DEUTSCHE BANK AG's Failure to Implement Adequate Controls in Response to Red Flags Related to BDCs

10. In or about 2009, a group within the defendant DEUTSCHE BANK AG's internal audit function conducted a targeted review of "business arrangements that could be associated with corruption" in Deutsche Bank's Corporate Finance operations in the Asia-Pacific region. In 2009, the internal audit group issued a report identifying "risk indicators" and highlighting concerns with Deutsche Bank's use of, and payments to, BDCs, including lack of oversight to ensure BDCs were not used for corrupt purposes and lack of documentation supporting the actual services rendered. The report made numerous recommendations regarding the use and payment of BDCs and recommended that DEUTSCHE BANK AG's global BDC policy be updated accordingly. The report was distributed to high-level management at DEUTSCHE BANK AG, including members of DEUTSCHE BANK AG's Management Board. However, DEUTSCHE BANK AG failed to implement additional controls sufficient to address the issues identified in the report.

11. In or about 2011, the internal audit group conducted another internal review of BDC relationships at Deutsche Bank as part of the defendant DEUTSCHE BANK AG's global anti-corruption program and identified numerous ongoing control failures regarding BDCs. It found, among other things: deficiencies in the due diligence conducted by Deutsche Bank employees on BDCs; failure by Deutsche Bank to appropriately

document, mitigate, and manage anti-corruption risks associated with multiple BDCs; and failure by Deutsche Bank to document the proportionality of, and justifications for, payments to BDCs. The internal audit group's 2011 report, which was also distributed to high-level management at DEUTSCHE BANK AG including members of DEUTSCHE BANK AG's Management Board, made additional recommendations for internal controls improvements in the BDC program. Nevertheless, Deutsche Bank continued to approve engagements of, and payments to, BDCs without implementing additional controls.

D. Falsification of Records and Failures to Implement Controls in Connection with Corrupt Payments in Abu Dhabi

12. In or about 2010, Deutsche Bank contracted with a BDC based in Abu Dhabi ("the Abu Dhabi BDC")[2] to obtain business with an investment vehicle indirectly owned by the government of Abu Dhabi ("the Abu Dhabi SOE"). The deal was known internally at the defendant DEUTSCHE BANK AG as "Project X."

13. Prior to entering into a contractual relationship with the Abu Dhabi BDC, certain bankers of the defendant DEUTSCHE BANK AG, including at least four Managing Directors of DEUTSCHE BANK AG who also held high-level regional and functional positions in Deutsche Bank, knew that: (1) the Abu Dhabi BDC was a relative of a high-ranking official of, and a decision-maker for, the Abu Dhabi SOE and its parent entity ("the Abu Dhabi SOE Official"); (2) the Abu Dhabi BDC was acting as a proxy for the Abu Dhabi SOE Official; and (3) paying BDC fees to the Abu Dhabi BDC was a requirement for Deutsche Bank to obtain the Project X business from the Abu Dhabi SOE.

[2] The identity of the Abu Dhabi BDC and all other anonymized entities, individuals, and projects discussed herein are known to the defendant DEUTSCHE BANK AG and the United States.

14. For example, on or about April 24, 2010, an executive of Deutsche Bank, who was also a Managing Director of the defendant DEUTSCHE BANK AG ("Deutsche Bank AG Managing Director 1"), emailed a regional Deutsche Bank executive, who was also a Managing Director of DEUTSCHE BANK AG, explaining that "[the Abu Dhabi BDC] confirms he is behind [the Abu Dhabi SOE Official]."

15. Similarly, in a meeting report dated on or about March 11, 2010, another Managing Director of the defendant DEUTSCHE BANK AG sent an email to Deutsche Bank AG Managing Director 1 stating that the Abu Dhabi BDC "really is the gate keeper to [the Abu Dhabi SOE Official]."

16. Deutsche Bank AG Managing Director 1 also made it clear to others at Deutsche Bank that approving the Abu Dhabi BDC's contract was necessary to close the deal for Project X.

17. For example, on or about May 18, 2010, Deutsche Bank AG Managing Director 1 emailed another Managing Director of the defendant DEUTSCHE BANK AG, who was the head of a regional business line, stating, "We need to close the [Abu Dhabi BDC] angle within the next 48hrs. Need ur [sic] leadership and influence on getting it thru GMRAC."

18. The Abu Dhabi BDC's engagement was considered and approved by the Global Markets Risk Assessment Committee ("GMRAC"), which included high-ranking Deutsche Bank employees from multiple subsidiaries and divisions of the defendant DEUTSCHE BANK AG, including a high-ranking employee in Deutsche Bank's regional Legal and Compliance function. Documentation reflecting the GMRAC process shows that committee members approved the BDC relationship despite indicia of corruption related to

the engagement of the Abu Dhabi BDC, including: (1) the Abu Dhabi BDC's relationship to government officials; (2) the Abu Dhabi BDC's lack of qualifications to serve as a BDC; (3) the indirect involvement of another intermediary (the "Abu Dhabi Intermediary") who was a relative of the Abu Dhabi BDC and business partner of the Abu Dhabi SOE Official, and who had roles with several state-owned entities, including the parent company of the Abu Dhabi SOE; and (4) the fact that the Abu Dhabi SOE Official was also pressuring Deutsche Bank to finance a yacht in which the Abu Dhabi SOE Official had an ownership interest (the "Yacht") in exchange for winning additional business from the Abu Dhabi SOE.

19. Internal Deutsche Bank email communications show that close in time to the GMRAC meetings about the Abu Dhabi BDC, the Abu Dhabi SOE Official pressed Deutsche Bank to provide financing for the Yacht.

20. For example, on or about May 17, 2010, a subordinate of the Abu Dhabi SOE Official sent an email to a Managing Director of the defendant DEUTSCHE BANK AG, copying the Abu Dhabi SOE Official, which was then forwarded to Deutsche Bank AG Managing Director 1 and others at Deutsche Bank. The email stated, "[Abu Dhabi SOE Official] has asked me to get in touch with DB: reputationally, this financing is regarded as absolutely crucial, and [the Abu Dhabi SOE Official] made the point very forcefully that those institutions which participate in it can expect in future to enjoy 'most favoured status' with . . . [the Abu Dhabi SOE]." This email was sent approximately two weeks before the GMRAC met to approve the Abu Dhabi BDC.

21. Deutsche Bank ultimately provided financing for the Yacht.

22. Deutsche Bank executed the BDC contract with the Abu Dhabi BDC on or about June 3, 2010. Seven days after Deutsche Bank signed the BDC contract with

the Abu Dhabi BDC, Deutsche Bank received the business from the Abu Dhabi SOE for Project X.

23. On or about July 22, 2010, within weeks of receiving the business, Deutsche Bank amended the Abu Dhabi BDC's contract to increase the payment under the contract and to include an ongoing monthly retainer of €85,000, without referencing any additional services that the Abu Dhabi BDC would provide.

24. On or about July 26, 2010, Deutsche Bank corruptly paid the Abu Dhabi BDC €1.585 million, comprised of a €1.5 million success fee for Project X and the first monthly retainer, which it falsely recorded in Deutsche Bank's books as a "consultancy charge."

25. Deutsche Bank did not conduct due diligence on the Abu Dhabi BDC before executing the contract with the Abu Dhabi BDC and beginning to pay fees thereunder. Deutsche Bank even failed to document the Abu Dhabi BDC's full name and biographical information. In total, Deutsche Bank corruptly paid the Abu Dhabi BDC approximately $3,464,650 without any invoices and with minimal evidence of services provided, and caused those payments to be falsely recorded in the defendant DEUTSCHE BANK AG's books, records, and accounts.

E. Falsification of Records and Failures to Implement Controls in Connection with Corrupt Payments in Saudi Arabia

26. In or about 2011, the defendant DEUTSCHE BANK AG entered into a BDC contract with a special purpose vehicle ("SPV") beneficially owned by the wife of an individual who was responsible for managing the family office and the personal investments ("the Family Office") of a Saudi official ("the Family Office Manager"). The business was

managed out of a European Deutsche Bank subsidiary. Under the terms of the contract, the SPV owned by the Family Office Manager's wife ("the Saudi BDC") would be paid fees that were falsely recorded in the Company's books as "referral fees," when the true purpose was for Deutsche Bank to make corrupt payments to the Family Office Manager in order for Deutsche Bank to retain the business of the Family Office.

27. The Family Office Manager made investment decisions for the Family Office and, during the Relevant FCPA Period, the defendant DEUTSCHE BANK AG managed hundreds of millions of dollars in investments for the Family Office. DEUTSCHE BANK AG contracted with the Saudi BDC to facilitate and conceal corrupt payments from DEUTSCHE BANK AG to the Family Office Manager, because Deutsche Bank bankers believed that the Family Office Manager would take the Saudi official's business to another bank if it did not pay bribes to the Family Office Manager.

28. Prior to entering into a contractual relationship with the Saudi BDC, certain bankers of the defendant DEUTSCHE BANK AG, including at least four Managing Directors of DEUTSCHE BANK AG and several high-level employees and officers of DEUTSCHE BANK AG and Deutsche Bank's European subsidiary, knew that the Saudi BDC was the wife of the Family Office Manager and that the purpose of engaging the Saudi BDC was to corruptly provide bribe payments to the Family Office Manager in order to retain the business of the Family Office.

29. To facilitate corrupt payments to the Family Office Manager through the Saudi BDC, Deutsche Bank helped the Saudi BDC establish a shell company in the British Virgin Islands ("the BVI Company") and opened an account for the BVI Company at

Deutsche Bank into which the defendant DEUTSCHE BANK AG made payments to the Saudi BDC.

30. On or about May 3, 2011, a Deutsche Bank Director, who was also the regional head of sales and business management ("Deutsche Bank Director 1"), emailed Managing Directors of the defendant DEUTSCHE BANK AG, including a high-level executive of Deutsche Bank's European subsidiary, seeking support and approval for the arrangement because "[the Saudi BDC's] husband [was] a Director of the [] client," creating an economic connection between the client and the "paid [Saudi BDC]."

31. To conceal the corrupt nature of the agreement with the Saudi BDC, Deutsche Bank Director 1 falsely portrayed the Saudi BDC as the source of the business with the Family Office in documentation provided to the defendant DEUTSCHE BANK AG. Deutsche Bank Director 1 and other Deutsche Bank employees knew that the Saudi BDC was not the source of the business, because a DEUTSCHE BANK AG Managing Director and regional business manager ("Deutsche Bank AG Managing Director 2") had a pre-existing relationship with the Family Office from his previous employment at another bank, and he brought the Family Office client with him to DEUTSCHE BANK AG in or about 2010, months before he insisted that the Saudi BDC was the "finder" and source of the business. Deutsche Bank bankers were aware that the Family Office Manager and the Saudi BDC had received "finder's fees" from this other bank, and that they would expect the same from Deutsche Bank.

32. Because the Saudi BDC arrangement involved the defendant DEUTSCHE BANK AG, Deutsche Bank's European subsidiary, and the establishment of a new client account at Deutsche Bank for the BVI Company, multiple senior officers of

Deutsche Bank considered and approved the Saudi BDC's consulting engagement. This approval chain for the Saudi BDC included a senior executive of Deutsche Bank's European subsidiary and a regional wealth management executive. Each of these individuals approved the Saudi BDC relationship despite understanding the corrupt purpose of the engagement. The Deutsche Bank European subsidiary senior executive cited "the high value of the client" as justification for paying the Saudi BDC.

33. The defendant DEUTSCHE BANK AG made four payments to the Saudi BDC, which DEUTSCHE BANK AG deposited into the BVI Company's account held at Deutsche Bank. The first payment was falsely described as an "exceptional payment" of $150,000 that was cleared through New York, New York on or about December 22, 2011. The Saudi BDC was not entitled to this payment under the terms of the BDC contract with DEUTSCHE BANK AG. However, an email among Deutsche Bank bankers, including Deutsche Bank Director 1, Deutsche Bank AG Managing Director 2, a DEUTSCHE BANK AG Managing Director and regional Private Wealth Management officer ("Deutsche Bank AG Managing Director 3"), and another DEUTSCHE BANK AG Managing Director who was a regional Private Wealth Management officer ("Deutsche Bank AG Managing Director 4"), explained that this exceptional payment would "provide [Deutsche Bank AG Managing Director 2] with additional influence to persuade the client to upsell/invest existing large cash balances." In another email regarding this payment, Deutsche Bank AG Managing Director 2 stated that he needed to make the payment to "incentivise" the Family Office Manager, and further urged approval of the "exceptional" payment, stating, "Money paid to [the Family Office Manager] will remain in an SPV opened for that purpose with us."

Deutsche Bank Managing Director 4 approved the "exceptional payment," which was in fact a bribe to the Family Office Manager.

34. The defendant DEUTSCHE BANK AG made two payments pursuant to the BDC contract with the Saudi BDC: $220,738 in or about February 2012 and €340,000 in or about December 2012. The February 2012 payment cleared through New York, New York, and passed through the Eastern District of New York. These payments were falsely recorded as referral fees for the introduction of a new client—the Family Office—under the contract. However, the Deutsche Bank bankers, including Deutsche Bank AG Managing Director 2 and others, knew that the Saudi BDC did not introduce the Family Office to DEUTSCHE BANK AG, that the Family Office was not a new client, and that the payments to the Saudi BDC were in fact bribes paid to the Family Office Manager to retain the Family Office business.

35. The defendant DEUTSCHE BANK AG also made a payment falsely recorded as a "goodwill payment" to the Saudi BDC that was not authorized by the BDC contract. In or about December 2012, in response to the Family Office Manager's complaints about the amount of money he personally was receiving under the Saudi BDC's contract, DEUTSCHE BANK AG made a second exceptional payment to the Saudi BDC of €220,000. In an email advocating for this payment, sent on or about November 30, 2012, Deutsche Bank Director 1 stated, "[Deutsche Bank's] single largest relationship [in the region] . . . is at risk" and there was the "serious potential of the client withdrawing and closing his relationship" if the payment were not made. To appease the Family Office Manager, and to retain the Family Office's business, DEUTSCHE BANK AG made the corrupt payment and falsely recorded it as a "goodwill payment."

36. After the "goodwill payment," Deutsche Bank Director 1 and other Deutsche Bank bankers continued to push for additional payments to the Saudi BDC. For example, Deutsche Bank Director 1 sent an email on or about August 30, 2013 cautioning that "client and [the Saudi BDC] are intimately linked and . . . any cessation of payment to the [the Saudi BDC] will certainly prompt a significant outflow of assets" from the Family Office. The BDC contract with the Saudi BDC was terminated in or about March 2016.

37. Because Deutsche Bank helped set up the BVI Company and managed the account into which payments were made by Deutsche Bank, Deutsche Bank was also aware that payments to the BVI Company were ultimately transferred from that account to the Family Office Manager, and employees and agents of the defendant DEUTSCHE BANK AG knew that fees paid to the Saudi BDC were bribes that were falsely recorded in DEUTSCHE BANK AG's books and records.

38. In addition to the four payments made to the Saudi BDC via the BVI Company, Deutsche Bank also provided the Family Office Manager with additional benefits in order to retain Family Office business, including a loan of approximately €635,000 to purchase a house in France.

39. Between in or about 2011 and 2012, Deutsche Bank corruptly paid the Saudi BDC a total of approximately $1,087,538 and caused those payments to be falsely recorded in the Company's books, records and accounts.

F. Further Falsification of Records and Failures to Implement Controls

40. Between in or about February 2007 and February 2016, Deutsche Bank maintained a BDC relationship with a regional tax judge ("the Italian BDC") to bring clients to Deutsche Bank.

41. Email communications and other documents exchanged between Deutsche Bank employees around the time of the Italian BDC's onboarding indicated clearly that the Italian BDC was a tax judge.

42. Furthermore, invoices and records of payments to the Italian BDC throughout his engagement were known by certain Managing Directors and employees of the defendant DEUTSCHE BANK AG employees to be false, including because certain employees assisted in the falsification of documents, and Deutsche Bank made payments to the Italian BDC outside of the terms of his BDC contracts. For example:

a. Under the Italian BDC's 2008 and later contracts, the Italian BDC was to be paid twice a year by Deutsche Bank. But records show that he was in fact paid more often than twice a year, received multiple payments for the same services, and sometimes received payments for no services at all. The Italian BDC was also paid at a higher commission rate than his contracts allowed;

b. When one of the Italian BDC's 2010 invoices was challenged for lack of supporting services, the Italian BDC's business sponsor, who was a Deutsche Bank Director ("Deutsche Bank Director 2"), falsely linked the introduction of three accounts for Deutsche Bank clients to the Italian BDC;

c. In or about 2011, Deutsche Bank continued to pay the Italian BDC for services, even though his contract had not been renewed for that year;

d. Between in or about 2012 and 2013, when the Italian BDC demanded more money than he was entitled to under his contract, Deutsche Bank Director 2 and other Deutsche Bank employees agreed that they would "find another agreement/job to sign and he can then invoice us" for the amounts he requested for those services. Deutsche

Bank Director 2 and other Deutsche Bank bankers ultimately agreed that the Italian BDC would submit some training materials or an advisory report to justify the demanded payment. While the Italian BDC provided some research materials to Deutsche Bank, email communications involving Deutsche Bank Director 2, other Deutsche Bank employees, and the Italian BDC make it clear that this payment was not for the materials submitted, but to comply with the Italian BDC's demand for more fees than he was entitled to under the BDC contract; and

e. In or about 2014, the Italian BDC demanded €75,000 for introducing a client to a Deutsche Bank entity not covered by his BDC contract. A high-ranking officer of Deutsche Bank, who was a Director of the defendant DEUTSCHE BANK AG, proposed justifying the payment by linking it to another Deutsche Bank project unrelated to the Italian BDC. In response, the Italian BDC suggested that he invoice Deutsche Bank for additional "reports." Deutsche Bank ultimately made a one-time payment of €75,000 to the Italian BDC to satisfy this demand, which was entirely outside of the BDC agreement and was falsely recorded in DEUTSCHE BANK AG's books and records.

43. On or about February 23, 2016, Deutsche Bank made a payment to the Italian BDC of approximately $39,185 that was falsely recorded in Deutsche Bank's books and records.

44. Deutsche Bank paid the Italian BDC a total of approximately $864,450 between in or about 2007 and 2016.

III. THE COMMODITIES FRAUD SCHEME

A. Relevant Individuals

45. James Vorley worked at the Company from in or about and between May 2007 and March 2015 and, in that capacity, Vorley traded precious metals futures contracts. Vorley was based in London.

46. Cedric Chanu worked at the Company from in or about and between March 2008 and December 2013 and, in that capacity, Chanu traded precious metals futures contracts. From in or about and between March 2008 and May 2011, Chanu was based in London, and from in or about and between May 2011 and December 2013, Chanu was based in Singapore.

47. David Liew worked at the Company from in or about and between July 2009 and February 2012 and, in that capacity, Liew traded precious metals futures contracts. Liew was based in Singapore.

48. Edward Bases worked at the Company from in or about and between July 2008 and June 2010 and, in that capacity, Bases traded precious metals futures contracts. Bases was based in New York.

49. Trader 1 worked at the Company from in or about and between April 1998 and December 2015 and, in that capacity, Trader 1 traded precious metals futures contracts. Trader 1 was based in New York.

B. Market Overview and Definitions

50. A "futures contract" was a type of legally binding contract to buy or sell a particular product or financial instrument at an agreed-upon price and on an agreed-

upon date in the future. When the parties to the futures contract (namely, the buyer and the seller) entered into their agreement, the buyer agreed to pay for, and the seller agreed to provide, a particular product or financial instrument at the agreed-upon price on the agreed-upon date in the future. Futures contracts were traded on markets designated and regulated by the United States Commodity Futures Trading Commission ("CFTC").

51. The CME Group Inc. ("CME Group") was a commodities marketplace made up of several exchanges, including the Commodity Exchange, Inc. ("COMEX") and the New York Mercantile Exchange, Inc. ("NYMEX"). Each of COMEX and NYMEX was a "registered entity" with the CFTC.

52. "Globex" was an electronic trading system used by COMEX and NYMEX, which allowed market participants to trade futures contracts from anywhere in the world. The CME Group operated Globex using computer servers located in Chicago and Aurora, Illinois.

53. Precious metals futures contracts included gold, silver, platinum, and palladium futures contracts, which were contracts for the delivery of gold, silver, platinum, and palladium, respectively, in the future at an agreed-upon price. Gold and silver futures contracts were traded on COMEX, and platinum and palladium futures contracts were traded on NYMEX, both using the Globex system.

54. Traders using Globex could place orders in the form of "bids" to buy or "offers" to sell one or more futures contracts at various prices, or "levels."

55. Trading on Globex was conducted electronically using a visible "order book" that displayed quantities of anonymous orders (i.e., offers to sell futures contracts and bids to buy futures contracts).

56. An order was "filled" or "executed" when a buyer's bid price and a seller's offer price for a particular contract matched.

57. An "iceberg" order was a type of order that traders could place when trading precious metals futures contracts on COMEX and NYMEX. In an iceberg order, the total amount of the order was divided into a visible portion of a certain pre-set quantity that was visible to other market participants, and a portion of the order (i.e., the remainder of the order) that was not. Whenever the visible portion of the order was filled, the same, pre-set quantity of the remaining, hidden portion automatically became visible; this process repeated until the entire remainder of the order was either executed or canceled.

C. The Conspiracy and Scheme to Defraud Precious Metals Market Participants

58. During the Relevant Commodities Fraud Period, the defendant DEUTSCHE BANK AG, through its employees and agents, including Vorley, Chanu, Liew, Bases, and Trader 1 (collectively, the "Subject Traders"), knowingly and willfully conspired and schemed to deceive other precious metals market participants by creating and communicating materially false and misleading information regarding supply or demand, in order to induce such other market participants into trading precious metals futures contracts at prices, quantities, and times that they would not have otherwise, in order to make money and avoid losses for the Company and the Subject Traders.

59. In furtherance of the conspiracy, on many occasions during the Relevant Commodities Fraud Period, the Subject Traders placed one or more visible orders for precious metals futures contracts on one side of the market that, at the time they placed the orders, they intended to cancel before execution (the "Fraudulent Orders") in order to deceive other traders.

60. By placing the Fraudulent Orders, the Subject Traders intended to create and communicate false and misleading information regarding supply or demand (i.e., orders they did not intend to execute) in order to deceive other traders.

61. It was further part of the conspiracy that this false and misleading information caused other traders to buy or to sell futures contracts at prices, quantities, and times that they otherwise would not have because, among other things, such traders reacted to the false and misleading increase in supply or demand.

62. The Subject Traders placed Fraudulent Orders to buy, which created the false and misleading impression in the market of increased demand, which was intended to manipulate and move commodity futures prices upward.

63. In addition, the Subject Traders placed Fraudulent Orders to sell, which created the false and misleading impression in the market of increased supply, which was intended to manipulate and move commodity futures prices downward.

64. The Subject Traders placed orders at a lower visible quantity, often in the form of iceberg orders, on the opposite side of the market, that they intended to execute (the "Primary Orders").

65. The Subject Traders placed Fraudulent Orders with the intent to artificially manipulate and move the prevailing price in a manner that would increase the likelihood that one or more of their Primary Orders would be filled.

66. The Fraudulent Orders placed by the Subject Traders were material misrepresentations that falsely and fraudulently represented to traders that the Subject Traders were intending to trade the Fraudulent Orders when, in fact, they were not because,

at the time the Fraudulent Orders were placed, the Subject Traders intended to cancel them before execution.

67. The Subject Traders engaged in this false, misleading, and deceptive practice both by themselves and in coordination with each other and with other traders employed at the defendant DEUTSCHE BANK AG, all in furtherance of the conspiracy. When placing Fraudulent Orders by themselves, the Subject Traders would place their Fraudulent Orders individually in order to facilitate the execution of their own Primary Orders, without the placement of a Fraudulent Orders by another trader. By contrast, coordinated placement of the Fraudulent Orders involved one or more additional traders. When engaging in coordinated placement of Fraudulent Orders, one of the Subject Traders, or another trader at DEUTSCHE BANK AG, would place one or more Fraudulent Orders on one side of the market in order to facilitate the execution of Primary Orders placed on the opposite side of the market by another of the Subject Traders, or another trader at DEUTSCHE BANK AG.

68. The Subject Traders intended to, attempted to, and often did cancel the Fraudulent Orders before any part of the Fraudulent Orders were executed.

69. The Fraudulent Orders placed by the Subject Traders exposed the defendant DEUTSCHE BANK AG to (i) new and increased risks of loss, including in the form of: (a) fees, costs, and expenses incurred through investigations, litigation, and proceedings arising from the underlying conduct; (b) losses associated with the financial risk that the Fraudulent Orders would be executed (despite the traders' intent to cancel the Fraudulent Orders before execution); and (c) reputational harm; and (ii) actual loss, including: (a) the payment by DEUTSCHE BANK AG of a $30,000,000 civil monetary

penalty to the CFTC on or around January 29, 2018, and (b) fees, costs, and expenses actually incurred through investigations, litigation, and proceedings arising from the underlying conduct.

70. In submitting the Fraudulent Orders and Primary Orders in furtherance of their scheme, the Subject Traders transmitted and caused to be transmitted, wire communications from outside the United States into and through United States, as well as interstate wire communications, including certain wire communications that passed through the Eastern District of New York.

COUNT ONE
(Conspiracy to Violate the FCPA—Accounting Provisions)

71. The allegations contained in paragraphs one, two and four through 44 are realleged and incorporated as if fully set forth in this paragraph.

72. In or about and between 2009 and at least 2016, both dates being approximate and inclusive, in the Eastern District of New York and elsewhere, the defendant DEUTSCHE BANK AG, together with others, did knowingly and willfully conspire to commit one or more offenses against the United States, to wit:

a. to knowingly and willfully falsify and cause to be falsified books, records, and accounts required to, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of DEUTSCHE BANK AG, contrary to Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a); and

b. to knowingly and willfully fail to implement a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions were executed in accordance with management's general or specific authorization; (ii)

transactions were recorded as necessary to (A) permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (B) maintain accountability for assets; (iii) access to assets was permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets was compared with the existing assets at reasonable intervals, and appropriate action was taken with respect to any differences, contrary to Title 15, United States Code, Sections 78m(b)(2)(B), 78m(b)(5) and 78ff(a).

73. In furtherance of the conspiracy and to effect its objects, within the Eastern District of New York and elsewhere, the defendant DEUTSCHE BANK AG, together with others, committed, and caused the commission of, among others, at least one of the following:

OVERT ACTS

a. On or about June 3, 2010, Deutsche Bank executed a consultancy agreement with the Abu Dhabi BDC contracting the Abu Dhabi BDC to assist DEUTSCHE BANK AG in finding business opportunities with the Government of Abu Dhabi, when, in fact, DEUTSCHE BANK AG knew that the Abu Dhabi BDC was acting as a proxy for the Abu Dhabi SOE Official and the contract was designed to provide false legitimacy to payments required to obtain Project X.

b. On or about July 26, 2010, Deutsche Bank corruptly paid the Abu Dhabi BDC €1.585 million for Project X, which it falsely caused to be recorded in DEUTSCHE BANK AG's books as a "consultancy charge."

c. On or about December 22, 2011, DEUTSCHE BANK AG made a payment of $150,000 to the account of the Saudi BDC, which was falsely recorded as an

"exceptional payment" to the Saudi BDC, when it was in fact a bribe to the Family Office Manager.

d. On or about February 28, 2012, DEUTSCHE BANK AG made a payment to the Saudi BDC of $220,738, which passed through the Eastern District of New York and was falsely recorded as a referral fee for the introduction of a new client, though DEUTSCHE BANK AG knew that the Saudi BDC did not introduce the client to DEUTSCHE BANK AG and that the payment was, instead, for the benefit of the Family Office Manager.

e. On or about February 23, 2016, DEUTSCHE BANK AG falsely recorded a contract referral payment to the Italian BDC of approximately $39,185, which was not authorized by the BDC agreement.

(Title 18, United States Code, Sections 371 and 3551 et seq.)

COUNT TWO
(Wire Fraud Conspiracy Affecting a Financial Institution)

74. The allegations contained in paragraphs one, three and 45 through 70 are realleged and incorporated as if fully set forth in this paragraph.

75. In or about and between at least 2008 and at least 2013, both dates being approximate and inclusive, in the Eastern District of New York and elsewhere, the defendant DEUTSCHE BANK AG, acting through its employees and agents, including the Subject Traders, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud, and to obtain money and property by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, which affected at least one financial institution, to

transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

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