

DWS Investment GmbH

# DWS Qi Eurozone Equity

Sales Prospectus  
including Terms and Conditions of Investment

January 1, 2023



Investors for a new now

# Information for investors in Italy

The information agent in Italy is

---

DWS International GmbH – Milan Branch  
Via Filippo Turati 25/27  
20121 Milan  
Italy

# DWS Investment GmbH currently manages the following investment undertakings (As of 1/1/2023):

## Investment undertakings compliant with the UCITS Directive

---

AL GlobalDynamik	DWS ESG Investa	DWS SDG Global Equities
Albatros Fonds	DWS ESG Qi LowVol Europe	DWS Smart Industrial Technologies
Baloise – Aktienfonds DWS	DWS ESG Stiftungsfonds	DWS Together For Tomorrow
Baloise – International DWS	DWS ESG Top Asien	DWS Top Dividende
Baloise – Rentenfonds DWS	DWS ESG Top World	DWS Top Europe
Barmenia Renditefonds DWS	DWS Euro Bond Fund	DWS Top Portfolio Offensiv
Best Managers Concept I	DWS Euro Flexizins	DWS TRC Deutschland
Champions Select Balance	DWS Europe Dynamic	DWS TRC Global Growth
Champions Select Dynamic	DWS European Opportunities	DWS TRC Top Asien
CSR Bond Plus	DWS Eurovesta	DWS TRC Top Dividende
DeAM-Fonds BKN-HR	DWS Eurozone Bonds Flexible	DWS US Growth
DeAM-Fonds WOP 2	DWS Fintech	DWS Vermögensbildungsfonds I
DEGEF-Bayer-Mitarbeiter-Fonds	DWS Future Trends	Dynamic Global Balance
DWS Aktien Schweiz	DWS German Equities Typ O	E.ON Aktienfonds DWS
DWS Aktien Strategie Deutschland	DWS German Small/Mid Cap	E.ON Rentenfonds DWS
DWS Artificial Intelligence	DWS Global Communications	FOS Performance und Sicherheit
DWS Concept DJE Globale Aktien	DWS Global Emerging Markets Equities	FOS Rendite und Nachhaltigkeit
DWS Concept GS&P Food	DWS Global Growth	FOS Strategie-Fonds Nr. 1
DWS Covered Bond Fund	DWS Global Hybrid Bond Fund	Gottlieb Daimler Aktienfonds DWS
DWS Deutschland	DWS Global Natural Resources Equity Typ O	LEA-Fonds DWS
DWS ESG Akkumula	DWS Global Water	Löwen-Aktienfonds
DWS ESG Balance	DWS Health Care Typ O	Multi-Index Equity Fund
DWS ESG Balance Portfolio E	DWS Internationale Renten Typ O	Noris-Fonds
DWS ESG Biotech	DWS-Merkur-Fonds 1	Renten Strategie K
DWS ESG Convertibles	DWS Nomura Japan Growth	Strategiekonzept I
DWS ESG Defensiv	DWS Qi European Equity	Weltportfolio Dynamik
DWS ESG Dynamic Opportunities	DWS Qi Eurozone Equity	Weltportfolio Stabilität
DWS ESG Dynamik	DWS Qi Extra Bond Total Return	

## Alternative Investment Funds (AIFs)

---

Capital Growth Fund	DWS Vorsorge AS (Flex)	Vermögensmanagement Chance
DWS Sachwerte	FFPB Substanz	Vermögensmanagement Rendite
DWS Vorsorge AS (Dynamik)	PWM US Dynamic Growth (USD)	ZinsPlus

---

In addition, the Company currently manages 147 investment undertakings for institutional investors.

---

# Contents

<b>2 / Sales Prospectus – General Section</b>
2 / Notice regarding the Sales Prospectus
2 / Investment restrictions
2 / Most important legal implications of the contractual relationship
3 / General principles
3 / Management Company
4 / Custodian
7 / Risk warnings
13 / Investment principles and limits
17 / Securities lending transactions
17 / Repurchase agreements
17 / Choice of counterparty
18 / Collateral strategy
19 / Borrowing
19 / Leverage
19 / Valuation
20 / Sub-funds
20 / Units
22 / Costs
23 / Determination of income
23 / Liquidation, transfer and merger of the fund
24 / Outsourcing
29 / Fair treatment of investors / Handling of conflicts of interest
30 / Auditor
30 / Payments to investors / Distribution of reports and other information
30 / Service providers
<b>31 / Sales Prospectus – Special Section</b>
<b>37 / Terms and Conditions of Investment</b>
37 / General Terms and Conditions of Investment
42 / Special Terms and Conditions of Investment DWS Qi Eurozone Equity

# Sales Prospectus – General Section

## Notice regarding the Sales Prospectus

The purchase and sale of units of investment funds discussed in this Sales Prospectus takes place on the basis of the respective applicable versions of the Sales Prospectus, the Key Information Document and the General Terms and Conditions of Investment in conjunction with the Special Terms and Conditions of Investment. The General Terms and Conditions of Investment and the Special Terms and Conditions of Investment are annexed to this Sales Prospectus.

The Sales Prospectus, together with the most recently published annual report and any semiannual report published after the annual report, must be provided free of charge upon request to persons interested in purchasing a unit of this investment fund as well as to each investor in the investment fund. In addition, the Key Information Document must be provided free of charge to the interested persons in good time before entering into any agreement.

Information or statements other than those contained in the Sales Prospectus must not be provided. Any purchase and sale of units on the basis of information or statements not contained in the Sales Prospectus or in the Key Information Document shall be at the exclusive risk of the purchaser. The Sales Prospectus is supplemented by the most recent annual report and by any semiannual report published after the annual report.

This Sales Prospectus consists of a general section and a special section. The general section contains general regulations on the type of investment fund discussed in this Sales Prospectus. Special, partly restrictive and specific regulations for the relevant investment fund are set forth in the special section.

## Investment restrictions

The units of this investment fund that have been issued may be offered for sale or sold to the public only in countries where such an offer or such a sale is permissible. Unless DWS Investment GmbH (the "Company"), or a third party authorized by it, has obtained permission to do so from the local regulatory authorities, this Sales Prospectus does not constitute a solicitation to purchase investment fund units, nor may this Sales Prospectus be used for the purpose of soliciting the purchase of investment fund units.

This Sales Prospectus may be used for sales purposes only by persons who have express written authorization from the Company (granted directly or indirectly via authorized sales agents) to do so.

The Company continuously examines the requirements that statutory regulations – including those

of other states – impose on it. It may therefore be necessary for investors to produce the required documents as evidence, especially with regard to money laundering or tax residency.

## Investment restrictions for U.S. persons

The units hereby offered were not approved by the United States Securities and Exchange Commission ("SEC") or by another government authority of the United States of America, and neither the SEC nor another authority of the United States of America has checked the accuracy or the suitability of this Sales Prospectus. The units are offered and sold outside of the United States of America in compliance with Regulation S of the United States Securities Act of 1933, as amended (the Securities Act). Any person that is a U.S. person (in accordance with the definition of the term "U.S. person" according to Regulation S of the Securities Act) is not entitled to invest in the fund. The Company was not and will not be registered as an investment company according to the United States Investment Company Act of 1940 as amended ("Investment Company Act") and is therefore not subject to the provisions of the Investment Company Act, which is designed to protect investors in registered investment companies.

The units may not be sold, assigned, transferred, pledged or transferred as collateral to U.S. persons, attributed to U.S. persons, encumbered with rights of U.S. persons or exchanged with U.S. persons, and derivative contracts, swaps, structured notes or other agreements may not grant U.S. persons rights to units directly, indirectly or synthetically, or subject U.S. persons to the provisions of such agreements in relation to the units (each referred to as "transfer"). Any such transfer to a U.S. person is null and void.

## Most important legal implications of the contractual relationship

By purchasing units, the investor becomes a joint owner, on a fractional basis, of the assets held by this fund. The investor has no control over the assets. Subject to the information in the special section, there are no voting rights associated with the units.

All publications and advertising documentation are prepared in German or accompanied by a translation into German. The Company may declare translations of the Sales Prospectus into the languages of those countries where units of the fund may be offered for sale to the public to be binding. Otherwise, in the event of discrepancies between the German version of the Sales Prospectus and any translation, the German version shall always prevail. Moreover, the Company will conduct the entire communication with its investors in German, in the language of the country in which the investment fund is authorized for public distribution, or in English.

## Enforcement of rights

The legal relationship between the Company and the investor as well as contractual relationships are governed by German law. The location of the registered office of the Company shall be the place of jurisdiction for any legal claims on the part of the investor against the Company arising from this contractual relationship. Investors who are consumers (see definition below) and who reside in another EU country may also bring a legal claim before a competent court in their country of residence.

Consumers are natural persons who invest in the fund for a purpose that is primarily related to neither their commercial activity nor their independent professional activity, meaning that they trade for private purposes.

To enforce their rights, investors may seek recourse from the ordinary courts or, if available, initiate proceedings for alternative dispute resolution.

The Company has undertaken to participate in dispute resolution proceedings of a consumer arbitration office.

In the case of disputes consumers may contact the investment funds ombudsman's office ("Ombudsstelle für Investmentfonds") at BVI Bundesverband Investment und Asset Management e.V. as the competent consumer arbitration office. The Company participates in dispute resolution proceedings before this arbitration office.

The Ombudsstelle für Investmentfonds can be contacted at:

Büro der Ombudsstelle (Office of the Ombudsman) of BVI  
Bundesverband Investment und  
Asset Management e.V.  
Unter den Linden 42  
10117 Berlin, Germany  
Tel.: +49 (0)30 - 6449046-0  
Fax: +49 (0)30 - 6449046-29  
E-mail: info@ombudsstelle-investmentfonds.de  
www.ombudsstelle-investmentfonds.de

In the case of disputes relating to sales contracts or service contracts concluded by electronic means, consumers may also contact the EU's online dispute resolution platform ([www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)). The following e-mail can be used as the contact address for the Company: info@dws.com. The platform itself is not a dispute resolution office, but instead merely puts the parties into contact with a competent national arbitration office.

The right of recourse to the courts shall not be affected by dispute resolution proceedings.

## General principles

### The investment fund (the fund)

This investment fund ("fund") is a collective investment undertaking ("investment undertaking"), which collects capital from a number of investors in order to invest it according to a defined investment policy for the benefit of those investors. The fund is an investment undertaking pursuant to European Directive 2009/65/EC as amended ("UCITS"), as defined by the German Investment Code ("KAGB"). It is managed by the Company. The Company invests the capital deposited with it in its own name for the collective account of the investors in the form of investment funds pursuant to the principle of risk-spreading in assets permitted under the KAGB, but separate from its own assets. The fund is not part of the Company's insolvency assets.

The business objective of the fund is limited to the investment of capital according to a defined investment strategy in a collective asset management structure using the funds deposited with it; all operating activities and active commercial usage of the assets held are excluded.

The assets in which the Company may invest investor monies, and the provisions to be complied with when so doing, are stated in the KAGB and associated regulations, as well as in the German Investment Tax Act ("InvStG") and in the Terms and Conditions of Investment, which govern the legal relationship between the investors and the Company. The Terms and Conditions of Investment contain a general section and a special section ("General Terms and Conditions of Investment" and "Special Terms and Conditions of Investment").

### Sales documents and disclosure of information on risk management

The Sales Prospectus, the Key Information Document and the Terms and Conditions of Investment, as well as the most recent annual and semiannual reports, are available free of charge from the Company on the Internet at [www.dws.com](http://www.dws.com).

Additional information on risk management investment limitation for the fund, risk management methods and the latest developments concerning risks and returns of the most important categories of assets, as well as on the composition of the portfolio structure, are available from the Company in electronic or written form.

If the Company provides additional information on the composition of the fund portfolio or its performance to individual investors, it will simultaneously make this information available to all investors in the fund free of charge.

### Disclosure of sales information in accordance with MiFID 2

Investors may obtain additional information on the so-called target market and on product costs resulting from the implementation of the provisions of Directive 2014/65/EU of the European Parliament and of the Council on markets and financial instruments and the amendment of Directives 2002/92/EC and 2011/61/EU (hereinafter referred to as "MiFID 2 Directive" or "MiFID 2"), which the Company makes available to distributors.

The Company provides additional information to distribution agents and distribution partners concerning the profile of a typical investor or the target client group for this financial product. If the investor is advised on the acquisition of units by distribution agents or distribution partners, or if such agents or partners act as intermediaries for the purchase of units, they may therefore present additional information to the investor that also relates to the profile of a typical investor.

### Terms and Conditions of Investment and amendments thereto

The text of the Terms and Conditions of Investment is annexed to this Sales Prospectus in this document. The Terms and Conditions of Investment may be amended by the Company. Amendments to the Terms and Conditions of Investment require the approval of BaFin. Amendments to the fund's investment principles are only permitted on the condition that the Company makes an offer to investors either to redeem their units at no additional cost prior to the amendments taking effect or to exchange their units, free of charge, for units of investment undertakings having comparable investment principles, provided such investment undertakings are managed by the Company or by another entity belonging to its group of companies.

Any proposed amendments shall be announced in the Bundesanzeiger (Federal Gazette) and on the Internet at [www.dws.com](http://www.dws.com). If the amendments relate to fees and expense reimbursements that may be charged to the fund, or if they involve a change of the master fund, or any other investment principles of the fund, or significant investor rights, investors shall additionally be informed of this through the institutions maintaining their custody accounts. This shall be done by means of a medium on which information for one of the information purposes can, for an adequate period of time, be stored, viewed and reproduced without modification, such as on paper or in electronic format ("durable medium"). This information shall include the material content of the proposed amendments and their background, the rights of investors in connection with the amendments, as well as a notice indicating where and how more information can be obtained.

The earliest date on which amendments shall come into force is on the day following their publication. Amendments to the provisions concerning fees and reimbursement of expenses shall come into force

no earlier than four weeks after their publication unless an earlier date has been specified with the consent of BaFin. Amendments to the fund's current investment principles shall likewise take effect no earlier than four weeks after their announcement.

## Management Company

### Company name, legal form and registered office

The Company is an asset management company as defined by the KAGB founded on May 22, 1956, in the legal form of a company with limited liability (Gesellschaft mit beschränkter Haftung; GmbH). The name of the Company is DWS Investment GmbH. The Company has its registered office at Mainzer Landstraße 11-17, 60329 Frankfurt/Main, Germany, and is registered in Part B of the Commercial Register of the Frankfurt/Main Local Court under the number HRB 9135.

The Company has an authorization as a UCITS asset management company and as an AIF asset management company under the KAGB. The Company is authorized to manage UCITS according to article 1 (2) in conjunction with articles 192 et seq. KAGB, 'Mixed' investment undertakings according to articles 218 et seq. KAGB, 'Other' investment undertakings according to articles 220 et seq. KAGB and retirement investment funds according to article 347 KAGB in conjunction with article 87 of the Investment Act in the version applicable until July 21, 2013, as well as open-ended domestic institutional AIFs with fixed terms and conditions of investment according to article 284 KAGB that invest in the assets named in article 284 (1) and (2) KAGB with the exception of the assets named in article 284 (2) (e) and (f) KAGB. In addition, the Company is authorized to manage EU investment undertakings or foreign AIFs whose permissible assets correspond to those for domestic investment undertakings.

### Management and supervisory board

For further information on the management of the Company and the composition of its supervisory board, please consult the final section of this Sales Prospectus.

### Equity capital and additional own funds

The Company has capital stock in the amount of EUR 115 million (as of: December 31, 2020). The liable equity capital of the Company amounts to EUR 398.4 million (as of December 31, 2020).

The Company has accounted for the professional liability risks that arise from the management of investment undertakings that do not comply with the UCITS Directive, so-called Alternative Investment Funds ("AIF"), and which are due to professional negligence by its governing bodies or employees, with own funds in the amount of at least 0.01% of the value of all AIF portfolios under management; this amount shall be reviewed and adjusted annually. These own funds are included in the paid in capital.

## Custodian

### Identity of the custodian

The credit institution State Street Bank International GmbH, whose registered office is located at Brienner Straße 59, 80333 Munich, Germany, has assumed the function of custodian for the fund. The custodian is a credit institution under German law.

### Functions of the custodian

The KAGB provides for a separation of the duties of management and custody for investment funds. The custodian keeps the fund's assets in blocked custody and cash accounts. For assets that cannot be held in custody, the custodian checks whether the Company has acquired ownership of these assets. The custodian monitors whether the Company's use of the assets is in compliance with the provisions of the KAGB and the Terms and Conditions of Investment. The investment in bank balances at another credit institution, as well as the use of such bank balances, are permissible only with the consent of the custodian. The custodian must grant its consent if such investment or use of assets is consistent with the Terms and Conditions of Investment and the provisions of the KAGB.

The custodian additionally has the following duties, in particular:

- Issuing and redeeming units of the fund;
- Ensuring that the issue and redemption of units, as well as the determination of the net asset value per unit, comply with the provisions of the KAGB and the Terms and Conditions of Investment of the fund;
- Ensuring that, for transactions conducted for the collective account of the investors, custody of the equivalent value is taken within the customary time limits;
- Ensuring that the income of the fund is used as provided for by the KAGB and Terms and Conditions of Investment;
- Monitoring borrowing by the Company for the account of the fund and, where required, consenting to such borrowing;
- Ensuring that collateral for securities loans has been provided in a legally valid manner and is available at all times.

### Sub-custody

The Company has received the functions and information outlined in this section "Sub-custody" from the custodian and thus relies on the timely

provision of complete and correct data and information by the custodian.

The custodian has appointed State Street Bank & Trust Company, with its registered office at Copley Place 100, Huntington Avenue, Boston, Massachusetts 02116, USA, as its global depository ("Global custodian") to hold foreign assets in custody. The Global custodian in turn has delegated the custody duties to various sub-custodians domiciled in the countries listed below so that the foreign assets may be held in custody in the respective countries.

In the countries below, the Global custodian has delegated the custody of the assets to the sub-depositaries listed:

Name of sub-custodian	Country	Registered office	Conflicts of interest*
Citibank, N.A.	Egypt	Cairo	Group 1
Raiffeisen Bank sh.a.	Albania	Tirana	Group 1
Citibank N.A.	Argentina	Buenos Aires	Group 1
The Hongkong and Shanghai Banking Corporation Ltd.	Australia	Parramatta	Group 1
First Abu Dhabi Bank P.J.S.C.	Bahrain	Manama	Group 1
Standard Chartered Bank	Bangladesh	Dhaka	Group 1
BNP Paribas Securities Services, S.C.A. (operated by the Paris Branch with support from the Brussels Branch)	Belgium	Pantin	Group 1
via Standard Chartered Bank Côte d'Ivoire S.A.	Benin	Abidjan (Côte d'Ivoire)	Group 1
HSBC Bank Bermuda Ltd.	Bermuda	Hamilton	Group 1
UniCredit Bank d.d.	Bosnia and Herzegovina	Sarajevo	Group 1
Standard Chartered Bank Botswana Ltd.	Botswana	Gaborone	Group 1
Citibank, N.A.	Brazil	São Paulo	Group 1
Citibank Europe plc, Bulgaria Branch	Bulgaria	Sofia	Group 1
UniCredit Bulbank AD	Bulgaria	Sofia	Group 1
via Standard Chartered Bank Côte d'Ivoire S.A.	Burkina Faso	Abidjan (Côte d'Ivoire)	Group 1
Banco de Chile	Chile	Santiago de Chile	Group 1
HSBC Bank (China) Company Ltd.	People's Republic of China	Shanghai	Group 1
China Construction Bank Corporation	People's Republic of China	Beijing	Group 1
Standard Chartered Bank (Hong Kong) Ltd.	China Connect	Hong Kong	Group 1
Banco BCT S.A.	Costa Rica	San José	Group 1
Skandinaviska Enskilda Banken AB (publ), Sweden (operated by the Copenhagen Branch)	Denmark	Copenhagen	Group 1
Deutsche Bank AG	Germany	Eschborn	Group 2
State Street Bank International GmbH	Germany	Munich	Group 1



Name of sub-custodian	Country	Registered office	Conflicts of interest*
Standard Chartered Bank Côte d'Ivoire S.A.	Côte d'Ivoire	Abidjan (Côte d'Ivoire)	Group 1
AS SEB Bank	Estonia	Tallinn	Group 1
Skandinaviska Enskilda Banken AB (publ), Sweden (operated by the Helsinki Branch)	Finland	Helsinki	Group 1
BNP Paribas Securities Services, S.C.A.	France	Pantin	Group 1
JSC Bank of Georgia	Georgia	Tbilisi	Group 1
Standard Chartered Bank Ghana Plc	Ghana	Accra	Group 1
BNP Paribas Securities Services, S.C.A.	Greece	Athens	Group 1
via Standard Chartered Bank Côte d'Ivoire S.A.	Guinea-Bissau	Abidjan (Côte d'Ivoire)	Group 1
The Hongkong and Shanghai Banking Corporation Ltd.	Hong Kong	Hong Kong	Group 1
Deutsche Bank AG	India	Mumbai	Group 2
Citibank, N.A.	India	Mumbai	Group 1
The Hongkong and Shanghai Banking Corporation Ltd.	India	Mumbai	Group 1
Deutsche Bank AG	Indonesia	Jakarta	Group 2
Standard Chartered Bank	Indonesia	Jakarta	Group 1
Landsbankinn hf.	Iceland	Reykjavik	Group 1
Bank Hapoalim B.M.	Israel	Tel Aviv	Group 1
Intesa Sanpaolo S.p.A.	Italy	Milan	Group 1
Mizuho Bank, Ltd.	Japan	Tokyo	Group 1
The Hongkong and Shanghai Banking Corporation Ltd.	Japan	Tokyo	Group 1
Standard Chartered Bank	Jordan	Amman	Group 1
State Street Trust Company Canada	Canada	Toronto	Group 1
HSBC Bank Middle East Ltd. (as the agent of The Hongkong and Shanghai Banking Corporation Limited)	Qatar	Doha	Group 1
JSC Citibank Kazakhstan	Kazakhstan	Almaty	Group 1
Standard Chartered Bank Kenya Ltd.	Kenya	Nairobi	Group 1
Cititrust Colombia S.A. Sociedad Fiduciaria	Colombia	Bogotá, D.C.	Group 1
Deutsche Bank AG	Republic of Korea	Seoul	Group 2
The Hongkong and Shanghai Banking Corporation Ltd.	Republic of Korea	Seoul	Group 1
Privredna banka Zagreb d.d.	Croatia	Zagreb	Group 1
Zagrebacka Banka d.d.	Croatia	Zagreb	Group 1
HSBC Bank Middle East Ltd.	Kuwait	Safat	Group 1
AS SEB banka	Latvia	Riga	Group 1
AB SEB bankas	Lithuania	Vilnius	Group 1
Standard Bank PLC	Malawi	Blantyre	Group 1
Standard Chartered Bank Malaysia Berhad	Malaysia	Kuala Lumpur	Group 1
via Standard Chartered Bank Côte d'Ivoire S.A.	Mali	Abidjan (Côte d'Ivoire)	Group 1
Citibank Maghreb S.A.	Morocco	Casablanca	Group 1
The Hongkong and Shanghai Banking Corporation Ltd.	Mauritius	Ebène (CyberCity)	Group 1
Banco Nacional de México, S.A.	Mexico	Santa Fe	Group 1
Standard Bank Namibia Ltd.	Namibia	Windhoek	Group 1
The Hongkong and Shanghai Banking Corporation Ltd.	New Zealand	Auckland	Group 1
BNP Paribas Securities Services, S.C.A., (operated by the Paris Branch with support from the Amsterdam Branch)	Netherlands	Pantin	Group 1
via Standard Chartered Bank Côte d'Ivoire S.A.	Niger	Abidjan (Côte d'Ivoire)	Group 1
Stanbic IBTC Bank Plc.	Nigeria	Lagos	Group 1
Skandinaviska Enskilda Banken AB (publ) Sweden (operated by the Oslo Branch)	Norway	Oslo	Group 1



Name of sub-custodian	Country	Registered office	Conflicts of interest*
First Abu Dhabi Bank P.J.S.C.	Oman	Ruwi	Group 1
UniCredit Bank Austria AG	Austria	Vienna	Group 1
Citibank N.A.	Panama	Panama City	Group 1
Deutsche Bank AG	Pakistan	Karachi	Group 2
Citibank, N.A.	Pakistan	Karachi	Group 1
Citibank del Perú S.A.	Peru	Lima	Group 1
Standard Chartered Bank	Philippines	City of Makati	Group 1
Bank Handlowy w Warszawie S.A.	Poland	Warsaw	Group 1
Citibank Europe plc, Dublin, Ireland	Portugal	Dublin	Group 2
Citibank Europe plc, Dublin – Romania Branch	Romania	Bucharest	Group 1
AO Citibank	Russia	Moscow	Group 1
Standard Chartered Bank Zambia Plc	Zambia	Lusaka	Group 1
FAB Capital J.S.C. (as the agent of the First Abu Dhabi Bank P.J.S.C.)	Saudi Arabia	Riyadh	Group 1
Skandinaviska Enskilda Banken AB (publ)	Sweden	Stockholm	Group 1
UBS Switzerland AG	Switzerland	Zurich	Group 1
Credit Suisse (Switzerland) Ltd.	Switzerland	Zurich	Group 1
via Standard Chartered Bank Côte d'Ivoire S.A.	Senegal	Abidjan (Côte d'Ivoire)	Group 1
UniCredit Bank Serbia JSC	Serbia	Belgrade	Group 1
Stanbic Bank Zimbabwe Ltd.	Zimbabwe	Harare	Group 1
Citibank N.A.	Singapore	Singapore	Group 1
UniCredit Bank Czech Republic and Slovakia, a.s.	Slovak Republic	Bratislava	Group 1
UniCredit Banka Slovenija d.d.	Slovenia	Ljubljana	Group 1
Citibank Europe plc, Dublin, Ireland	Spain	Madrid	Group 2
The Hongkong and Shanghai Banking Corporation Ltd.	Sri Lanka	Colombo	Group 1
UniCredit Bank d.d.	Republika Srpska	Sarajevo	Group 1
FirstRand Bank Ltd.	South Africa	Johannesburg	Group 1
Standard Chartered Bank	South Africa	Johannesburg	Group 1
Standard Chartered Bank (Taiwan) Ltd.	Taiwan – R.O.C.	Taipei	Group 1
Standard Chartered Bank (Tanzania) Ltd.	Tanzania	Dar es Salaam	Group 1
Standard Chartered Bank (Thai) Public Company Ltd.	Thailand	Bangkok	Group 1
via Standard Chartered Bank Côte d'Ivoire S.A.	Togo	Abidjan (Côte d'Ivoire)	Group 1
Československá obchodní banka, a.s.	Czech Republic	Prague	Group 1
UniCredit Bank Czech Republic and Slovakia, a.s.	Czech Republic	Prague	Group 1
Union Internationale de Banques	Tunisia	Tunis	Group 1
Citibank A.Ş.	Türkiye	Istanbul	Group 1
Standard Chartered Bank Uganda Ltd.	Uganda	Kampala	Group 1
JSC Citibank	Ukraine	Kyiv	Group 1
UniCredit Bank Hungary Zrt.	Hungary	Budapest	Group 1
Citibank Europe plc Magyarországi Fióktelepe	Hungary	Budapest	Group 1
Banco Itaú Uruguay S.A.	Uruguay	Montevideo	Group 1
State Street Bank and Trust Company	USA	North Quincy	Group 1
First Abu Dhabi Bank P.J.S.C.	United Arab Emirates	Dubai Dubai Financial Market	Group 1
First Abu Dhabi Bank P.J.S.C.	United Arab Emirates	Dubai Dubai International Financial Center	Group 1
First Abu Dhabi Bank P.J.S.C.	United Arab Emirates	Dubai Abu Dhabi	Group 1
State Street Bank and Trust Company, United Kingdom Branch	United Kingdom	Edinburgh	Group 1

Name of sub-custodian	Country	Registered office	Conflicts of interest*
HSBC Bank (Vietnam) Ltd.	Vietnam	Ho Chi Minh City	Group 1
BNP Paribas Securities Services S.C.A., Greece (operated by the Athens Branch)	Cyprus	Athens	Group 1

**(operated by the Athens Branch)**

\* Group 1: No conflicts of interest are identified. Potential conflicts of interest would be managed by the configuration of the custodial/sub-custodial contract.  
Group 2: The sub-custodian is a company affiliated with the Company.

**Additional information**

The list of sub-custodians is current as of the date indicated on the title page of this Sales Prospectus. Upon request, the Company will provide investors with the most up-to-date information on the custodian and its obligations, as well as on the sub-custodians and on any possible and actual conflicts of interest in connection with the activity of the custodian or the sub-custodians. An updated list of sub-custodians can also be found on the Internet at <https://www.dws.com/en-lu/footer/Legal-Resources>.

In addition to keeping actual custody of foreign assets at the foreign sub-depository according to the laws and customs of the respective country of custody, the foreign sub-depository additionally provides for the redemption of interest, dividend and income coupons, and for the redemption of securities repayable at maturity. Furthermore, the sub-depository forwards information on corporate actions relating to the foreign securities held in custody.

According to the custodian, actual and potential conflicts of interest arising in relation to the Global custodian at the first sub-depository level are handled in conformity with the law. For more information, refer to the explanations below.

The custodian has informed the Company that it handles conflicts of interest as summarized below:

The custodian's Compliance department is tasked with the function of the "independent bodies" required in accordance with article 70 (2), sentence 4, KAGB or article 85 (2), sentence 4, KAGB.

The schedule of responsibilities and the organizational structure of the custodian comply with the statutory and regulatory requirements according to information provided to the Company and, in particular, satisfy the requirement for preventing conflicts of interest. The division that initiates lending transactions and has a vote in lending decisions ("Front Office") and the "Trading" division up to and including the management level are therefore kept separate from the division that has an additional vote in lending decisions ("Back Office"). This separation also applies to the functions that monitor and communicate risks ("Risk Controlling") and the functions responsible for settlement and control of lending transactions and settlement and control of trading transactions. According to information disclosed to the Company, depository operations are also completely separate from the business units that provide

services associated with collateral management, for example for securities lending transactions ("Collateral Management Services"), and carrying out fund administration insourcing activities ("KVG Backoffice Insourcing"). In cases where the duties of the asset management company are insourced, the "division solution" as defined in BaFin circular 05/2020 (WA) on the Tasks and Duties of the custodian or BaFin circular 01/2017 (WA) on the Minimum Requirements on Risk Management for Investment Companies (KAMaRisk) has been implemented with regard to spatial and personnel as well as functional and hierarchical separation, according to the custodian.

As per information provided to the Company, the custodian's Conflict of Interest Policy covers the full range of conflict of interest issues from both the WpHG perspective and the depository perspective, and prescribes the use of various methods to prevent conflicts of interest. A short summary of these is provided below:

1. Control of information flow:
  - Guidelines for Chinese Walls and their management.
    - Transfer of information within the company on a strict "need to know" basis.
    - Access rights to information and physical access rights to company departments. For instance, the technical systems in place currently ensure that the provision of fund administration insourcing services is completely separate from depository services.
  - Guidelines on wall crossing.
2. Separate monitoring of relevant persons.
3. No harmful dependencies in the compensation system.
4. No detrimental influence by employees on other employees.
5. Avoidance of giving an employee responsibility for various activities which, if carried out simultaneously, may give rise to conflicts of interest.

6. As a last resort, notification of the affected clients of conflicts of interest not sufficiently avoidable or controllable.

**Liability of the custodian**

The custodian is generally responsible for all assets held in custody by it, or by another institution with its consent. In the case of a loss of such an asset, the custodian is liable to the fund and its investors, unless such loss is attributable to events beyond the influence of the custodian. For losses that are not losses of assets, the custodian is generally only liable if it has failed to meet its obligations pursuant to the provisions of the KAGB and if such failure was at least negligent.

**Additional information**

Upon request, the Company will provide investors with the most up-to-date information on the custodian and its obligations, on the sub-custodians, as well as on possible conflicts of interest in connection with the activities of the custodian or of the sub-custodians.

**Risk warnings**

**Before making any decision to purchase units of the fund, investors should read carefully the following risk warnings together with the other information contained in this Sales Prospectus, and give due consideration to them when making their investment decision. The occurrence of one or more of these risks by itself or in combination with other circumstances can adversely affect the performance of the fund, or of the assets held in the fund, and may consequently have an adverse effect on the net asset value per unit. If the investor sells units of the fund on a date at which the prices of the assets contained in the fund have fallen in relation to the date at which the units were purchased, the investor will get back none or less than the full amount of the capital invested in the fund.**

**The investor could lose part or, in some cases, even all of the capital invested in the fund. Appreciation of capital cannot be guaranteed. The investor's risk is limited to the sum invested. There is no obligation to make subsequent payments in addition to the capital invested by the investor. The order in which the following risks are listed shall not be construed as an indication either of the probability of their occurrence or of the amount of loss in the event of these risks materializing. Aside from the risks described in what follows, or elsewhere in the Sales Prospectus, the performance of the fund might also be adversely affected by various other risks that are currently unknown or do not yet exist.**

### **Risks of investing in the fund**

In the following, the risks typically associated with an investment in a UCITS are presented. These risks can have an adverse effect on the net asset value per unit, on the capital invested by the investor and on the investor's planned holding period for the fund investment.

#### **Fluctuation of the fund's net asset value per unit**

The net asset value per unit is calculated as the value of the fund divided by the number of units in circulation. The value of the fund is equal to the sum of the market values of all assets held in the fund, less the market values of all liabilities of the fund. The fund's net asset value per unit is thus dependent on the assets held in the fund and on the amount of the fund's liabilities. If the value of these assets declines, or if the value of the liabilities rises, the fund's net asset value per unit falls. The net asset value per unit at the time of the sale of the unit may therefore be lower than that at the time of the purchase of the unit. The investor may therefore possibly get back an amount that is lower than the amount originally invested.

#### **Impact of tax aspects on individual results**

The tax treatment of investment income depends on the individual circumstances of the respective investor, and may be subject to change in the future. The investor should consult their personal tax advisor on investor-specific issues – giving particular consideration to the personal tax situation.

#### **Amendment of the investment policy and of the Terms and Conditions of Investment**

The Company can change the Terms and Conditions of Investment with the approval of BaFin. This may have an effect on the investor's rights. For instance, by changing the Terms and Conditions of Investment, the Company can change the fund's investment policy or increase the costs to be charged to the fund. The Company can additionally change the investment policy within the statutorily and contractually permissible investment spectrum, and thus without changing the Terms and Conditions of Investment and without BaFin approval. This can result in a change to the risk associated with the fund.

#### **Restriction of the redemption of units**

Unless stated otherwise in the special section and in the Terms and Conditions of Investment, the Company may restrict the redemption of units for a total of up to 15 consecutive working days. For the Company to be able to do this, the investors' redemption requests on a settlement date must exceed a previously defined threshold as of which the redemption requests can no longer be executed in the interests of all investors due to the liquidity situation of the fund. If the threshold is reached or exceeded, the Company decides according to its best judgment whether or not it will restrict the redemption on this settlement date. Where it decides to restrict the redemption, it may continue to do so for up to 14 consecutive working days of the basis of a daily discretionary decision. If the Company decides to restrict the redemption, it shall only redeem the units on a pro rata basis at the redemption price applicable on the settlement date; the redemption obligation lapses other than that. This means that each redemption request is executed only on a pro rata basis according to a ratio determined by the Company. The part of the order that is not executed will not be executed at a later date but instead expires. For the investor, there is therefore a risk that only a portion of their redemption order will be executed and that they will have to once again place the outstanding remaining order.

#### **Suspension of the redemption of units**

The Company may suspend the redemption of units under exceptional circumstances that make a suspension appear necessary when taking into consideration the interests of investors. Exceptional circumstances by this definition can be, for example, economic or political crises, exceptionally extensive redemption requests, the closing of stock exchanges or markets, trading constraints or other factors that adversely affect the determination of the net asset value per unit. In addition, BaFin may order that the Company suspend the redemption of units if that is necessary in the interests of the investors or the public. The investor cannot return units during such periods. The net asset value per unit can fall even when the redemption of units is suspended, as would be the case if the Company were forced to sell assets below market value during a suspension of the redemption of units. The net asset value per unit after resumption of the redemption of units can be lower than the net asset value per unit before suspension of redemption.

A suspension without subsequent resumption of the redemption of units can lead directly to a liquidation of the investment fund, as is the case, for example, when the Company terminates its management of the fund for the purpose of liquidating the fund. For the investor, this entails the risk that the planned holding period might not be realized, and that significant portions of the capital invested might not be available for an indefinite period of time or may be lost entirely.

#### **Liquidation of the fund**

The Company has the right to terminate its management of the fund. After termination of management, the Company can completely liquidate the fund. After a six-month period of notice, the right to dispose of the fund passes to the custodian. For the investor, this entails the risk that the holding period planned by the investor will not be realized. When the fund passes to the custodian, taxes other than German income taxes may be imposed on the fund. Income taxes may be imposed on the investor when the fund units are removed from the investor's custody account after completion of the liquidation proceedings.

#### **Transfer of all the assets of the fund to another open-ended retail investment undertaking (merger)**

The Company can transfer all the assets of the fund to another UCITS. In this case, the investor can (i) return their units, (ii) retain their units and consequently become an investor of the receiving UCITS or (iii) exchange their units for units of an open-ended retail investment undertaking having comparable investment principles, provided the Company or an entity affiliated with it manages such an investment undertaking having comparable investment principles. The same applies if the Company transfers all the assets of another open-ended retail investment undertaking into the fund. The investor must therefore, in the context of the transfer, make a new investment decision prematurely. Income taxes may be incurred when returning the units. In an exchange of units for units of an investment undertaking having comparable investment principles, the investor may be charged income taxes if, for instance, the value of the units received is higher than the value of the old units at the time of purchase.

#### **Transfer of the fund to another asset management company**

The Company can transfer the fund to another asset management company. The fund remains unchanged by such transfer, as does the position of the investor. The investor must, however, decide in the context of the transfer whether the new asset management company can be considered just as suitable as the previous one. If the investor does not wish to remain invested in the fund under the new management, the units held by the investor must be returned. Income taxes may be incurred in this case.

#### **Profitability and fulfillment of the investor's investment objectives**

No assurance can be given that the investor will achieve the desired investment performance. The net asset value per unit of the fund can fall and lead to investor losses. There are no guarantees from the Company or from third parties concerning a particular minimum payment commitment upon redemption or a particular investment performance of the fund. An initial sales charge paid in a purchase of units, or a redemption fee paid in a sale of units, can additionally reduce or even completely consume the performance of an investment,

particularly in the case of a short investment period. Investors could receive back an amount that is lower than the amount originally invested.

### Risk of negative performance of the fund (market risk)

The risks described below can affect the performance of the fund or of the assets held in the fund, and can thus also adversely affect the net asset value per unit and the capital invested by the investor.

#### Sustainability risk – Environmental, Social and Governance (ESG)

Sustainability risk is an event or a condition relating to environmental, social or governance factors whose occurrence can have actual or potential material negative effects on the value of an investment. A sustainability risk can either be a stand-alone risk or influence other risks and materially contribute to risk, e.g., price risks, liquidity risks or counterparty risks, or operational risks.

These events or conditions are broken down into the categories of Environmental, Social and Governance (ESG) and relate to the following topics, among others:

##### Environmental

- Climate change mitigation
- Climate change adaptation
- Protection of biodiversity
- Sustainable use and protection of water and marine resources
- Transition to a circular economy, avoidance of waste and recycling
- Avoidance and reduction of environmental pollution
- Protection of healthy ecosystems
- Sustainable use of land

##### Social

- Compliance with recognized labor standards (no child labor or forced labor, no discrimination)
- Compliance with occupational safety and health protection
- Appropriate remuneration, fair conditions in the workplace, diversity as well as opportunities for training and development
- Freedom to belong to a trade union and freedom of assembly
- Assurance of sufficient product safety, including health protection
- The same requirements of companies in the supply chain
- Inclusive projects and consideration of the concerns of communities and social minorities

##### Governance

- Honesty in tax matters
- Measures to prevent corruption
- Sustainability management by the management board

- Management board compensation dependent on sustainability
- Facilitation of whistle blowing
- Assurance of workers' rights
- Assurance of data protection
- Disclosure of information

In the context of environmental issues, the Company considers the following aspects in particular in connection with climate change:

##### Physical climatic events or conditions

- Isolated extreme weather events
  - Heat waves
  - Droughts
  - Floods
  - Storms
  - Hailstorms
  - Forest fires
  - Avalanches
- Long-term climate changes
  - Decreasing snow volumes
  - Changes in the frequency and volume of precipitation
  - Volatile weather conditions
  - Rising sea levels
  - Changes in ocean currents
  - Changes in winds
  - Changes in land and soil productivity
  - Reduced water availability (water risk)
  - Ocean acidification
  - Global warming with regional extremes

##### Transitional events or conditions

- Prohibitions and restrictions
- Withdrawal from fossil fuels
- Other political measures associated with the transition to a low-carbon economy
- Technological change associated with the transition to a low-carbon economy
- Changes in customer preferences and behavior

Sustainability risks may lead to a material deterioration in the financial profile, liquidity, profitability or reputation of the underlying investment.

If the sustainability risks have not been anticipated and taken into account in the valuation of the investment, this may have a significant negative effect on the expected/estimated market price and/or the liquidity of the investment and therefore the fund's returns.

#### Market risk associated with sustainability risks

Environmental, social or corporate governance risks may affect the market price. Market prices can therefore change if companies do not do business sustainably and do not make investments in sustainable changes. The strategic alignments of companies that do not take sustainability into account may also have a negative effect on the market price. The reputational risk that arises from companies failing to act in a sustainable way may also have negative consequences. Finally, physical damage caused by

climate change or measures to switch over to a low-carbon economy may have negative effects on the market price.

#### Risks of changes in value

The assets in which the Company invests for the account of the fund are subject to risks. Losses of value can thus occur if the market value of the assets falls in relation to the purchase price, or if spot and forward prices develop differently.

#### Risk of negative interest on deposits

The Company invests liquid assets of the fund with the custodian or other banks for the account of the fund. For some of these bank balances, an interest rate is agreed that corresponds to the European Interbank Offered Rate ("Euribor") less a specific margin. If the Euribor falls below the agreed margin, this leads to negative interest rates on the relevant account. Depending on the development of the interest rate policy of the European Central Bank, short-term, medium-term and even long-term deposits can attract negative interest.

#### Capital-market risk

The price or market performance of financial instruments depends, in particular, on the performance of the capital markets, which in turn are affected by the overall economic situation worldwide and by the general economic and political environment in individual countries. Irrational factors such as sentiment, opinions and rumors can also have an effect on general price performance, particularly on a stock exchange. Fluctuations of market prices and values can also be attributable to changes in interest rates, exchange rates or the creditworthiness of an issuer.

#### Risk of price changes in equities

Equities are known to be subject to strong price fluctuations and thus also to the risk of price declines. These price fluctuations are particularly influenced by the issuing company's earnings performance and by developments in the industry and in the overall economy. The confidence of market participants in the particular company can affect price performance as well. This is especially true for companies whose shares have only been admitted to a stock exchange or other organized market for a shorter period of time; even slight changes in estimates can trigger strong price movements in the shares of such companies. If a particular stock has a low proportion of shares that trade freely and are owned by many shareholders ("free float"), even smaller buy and sell orders can have a strong impact on the market price, thus leading to higher price fluctuations.

#### Risk of changes in interest rates

Investing in fixed rate securities is associated with the possibility that the level of market interest rates existing at the time a security is issued will change. If market interest rates rise in comparison with the interest rates at the time of the issue, the prices for fixed-interest securities will fall as a rule. If, on the other hand, the market interest rate falls, the price of fixed rate securities

will rise. This price trend means that the current return on a fixed rate security is roughly equivalent to the current market interest rate. However, these price fluctuations vary according to the (residual) term to maturity of the fixed rate securities. Fixed rate securities with shorter maturities are generally associated with lower price risks than fixed rate securities with longer maturities. Conversely, fixed rate securities with shorter maturities generally have lower returns than longer-term fixed rate securities. Due to their short terms not exceeding 397 days, money market instruments tend to be associated with lower price risks. In addition, the interest rates of different interest-related financial instruments denominated in the same currency and with similar residual terms to maturity can perform differently.

#### **Risk of price changes in convertible and warrant-linked bonds**

Convertible and warrant-linked bonds securitize the right to convert the bond into stock, or to acquire stock. The change in the value of convertible and warrant-linked bonds is thus dependent on the price performance of the underlying stock. The performance risk of the underlying stocks can therefore also have an effect on the performance of the convertible or warrant-linked bond. Warrant-linked bonds that give the issuer the right to issue to the investor a predetermined number of shares instead of paying back a principal amount (reverse convertibles) are dependent on the price of the corresponding stock to a greater extent.

#### **Risks associated with derivative transactions**

The Company may enter into derivative transactions for the fund. Buying and selling options, as well as the conclusion of futures contracts or swaps, involves the following risks:

- Using derivatives can result in potential losses that are not foreseeable and which may even exceed the amounts invested for the derivative transaction.
- Price changes in the underlying can cause a decrease in the value of the option or future. If the value decreases and the derivative thus becomes worthless, the Company may be forced to allow the rights acquired to expire. Changes in the value of the asset underlying a swap can also result in losses for the fund.
- The leverage effect of options may alter the value of the fund's assets more strongly than the direct purchase of underlyings would. The risk of loss may not be determinable when entering into the transaction.
- There may be no liquid secondary market for a specific instrument at a particular point in time. In that case, it may not be possible to close a derivative position under certain circumstances.
- The purchase of options entails the risk that the call options are not exercised because the prices of the underlyings do not change as expected, meaning that the fund loses the option premium it paid. If options are sold,

there is the risk that the fund may be obligated to buy assets at a price that is higher than the current market price, or obliged to deliver assets at a price that is lower than the current market price. In that case, the fund suffers a loss amounting to the price difference less the option premium received.

- In futures contracts, there is a risk that the Company will be obligated, for the account of the fund, to bear the difference between the price underlying the contract when it was entered into and the market price when the transaction is closed or matures. That would result in losses for the fund. The risk of loss is not determinable when entering into the futures contract.
- Any necessary back-to-back transactions ("closing of position") incur costs.
- Forecasts made by the Company about the future development of underlying assets, interest rates, prices and currency markets may turn out to be incorrect in retrospect.
- It may not be possible to buy or sell the assets underlying the derivatives at a favorable time; conversely, it may be necessary to buy or sell them at an unfavorable time.

The following risks can occur in over-the-counter ("OTC") transactions:

- There may be no organized market, and it may therefore be difficult or impossible for the Company to sell the financial instruments acquired in the OTC market for the account of the fund.
- Given the individual nature of agreements, back-to-back transactions ("closing of position") may be difficult or impossible, or may entail substantial costs.

#### **Risks in securities lending transactions**

If the Company grants a loan of securities for the account of the fund, it transfers the securities to a borrower, which returns securities of the same kind, quantity and quality at the end of the transaction ("securities loan"). For the duration of the transaction, the Company has no right to use lent securities. If the security loses value during the transaction and the Company wants to dispose of the security altogether, it must terminate the lending transaction and await the customary settlement cycle, which can result in a risk of loss for the fund.

#### **Risks in repurchase agreements**

If the Company sells securities under a repurchase agreement, it undertakes to buy them back at the end of the agreement term in return for a premium. The repurchase price and the premium to be paid by the seller at the end of the term is set when the agreement is entered into. If the securities sold under a repurchase agreement should lose value during the term of the agreement, and if the Company wanted to sell them to limit the losses of value, it can do so only by exercising the right of early termination. Early termination of the agreement can entail financial losses for the fund. It is also possible that the

premium payable at the end of the term will turn out to be higher than the income the Company generated through reinvestment of the cash received as the purchase price.

If the Company buys securities under a repurchase agreement, it must sell them back at the end of an agreement term. The repurchase price along with a premium are set when the agreement is entered into. Securities bought under a repurchase agreement serve as collateral for providing the liquidity to the counterparty. The fund does not benefit from any increases in the value of the securities.

#### **Risks associated with the acceptance of collateral**

The Company receives collateral for derivative transactions, securities lending transactions and repurchase agreements. Derivatives, lent securities and securities sold under repurchase agreements can increase in value. In that case, the collateral received may no longer fully cover the Company's delivery or retransfer claim against the counterparty.

The Company can invest cash collateral in blocked cash accounts, in high-quality government bonds or in money market funds with short-term maturity structures. However, it is possible for the credit institution holding the bank balances to default. Government bonds and money market funds can perform negatively. When the transaction is ended, the collateral thus invested might no longer be fully available, even though collateral must be returned by the Company for the fund in the amount originally granted. The fund would then have to bear the losses suffered on the collateral.

#### **Risks associated with the management of collateral**

The Company receives collateral for derivative transactions, securities lending transactions and repurchase agreements. The management of this collateral requires the deployment of systems and the definition of certain processes. The failure of these processes as well as human or system failure at the Company or external third parties in connection with the management of collateral may result in the risk that the collateral could depreciate or no longer be sufficient to fully cover the Company's claim to delivery or retransfer with respect to the counterparty.

#### **Risk in securitization positions with no retention**

The fund may acquire securities backed by receivables ("securitization positions") issued after January 1, 2011, only if the debtor retains an interest in the securitization of at least 5% as a so-called retention and complies with other requirements. The Company is therefore obligated to initiate corrective measures in the interests of the investors if there are securitizations in the fund's assets that do not meet these EU standards. As part of these corrective measures, the Company may be forced to sell



such securitization positions. Given the legal requirements for banks, fund companies and insurance companies, there is a risk that the Company will not be able to sell such securitization positions, or will be able to do so only with deep price discounts or after very long delays.

#### **Inflation risk**

All assets are subject to a risk of devaluation through inflation. This is also true for the assets held in the fund. The rate of inflation can exceed the growth rate of the fund.

#### **Currency risk**

Assets of the fund can be invested in a currency other than the fund currency. The fund receives the income, repayments and proceeds of such investments in that other currency. If the value of that currency falls in relation to the fund currency, the value of such investments, and thus also the value of the fund's assets, is reduced.

#### **Concentration risk**

If investment is concentrated on particular assets or markets, the fund becomes particularly heavily dependent on the performance of these assets or markets.

#### **Risks associated with investment in investment fund units**

The risks entailed in units of other investment undertakings that are acquired for the fund ("target funds") are closely linked to the risks inherent in the individual assets contained in these target funds, and in the investment strategies pursued by these target funds and the investment decisions they take. The managers of the individual target funds generally operate independently of one another. In the event of a review of all assets of the acquired investment undertaking, any potential diversification effect that reduces risk across the units held by the target fund may turn out to be lower than expected. It is generally not possible for the Company to control the management of the target funds. Their investment decisions do not necessarily have to concur with the Company's assumptions or expectations. The Company often will not have timely knowledge of the current composition of target funds. If the composition does not match the Management Company's assumptions or expectations, it may not be able to react without a considerable delay by returning target fund units.

Open-ended investment undertakings in which the fund acquires units might additionally restrict or suspend the redemption of units from time to time. In that case, the Company is prevented from disposing of the units of the target fund by returning them to the management company or depositary of the target fund against payment of the redemption price.

#### **Risks arising from the investment spectrum**

In observance of the investment principles and limits stipulated in the law and in the Terms and Conditions of Investment, which provide the fund with a very wide framework, the actual investment

policy can also be directed at primarily acquiring assets of only a few industries, markets or regions/countries, for example. This concentration on a few specific investment sectors can entail risks (e.g., narrow markets, broad range of fluctuation within certain economic cycles). The annual report provides retrospective information regarding the content of the investment policy for the reporting year ended.

#### **Risks of investing in contingent convertibles**

Contingent convertibles ("CoCos") are a form of hybrid financial instrument. From the perspective of the issuer, they act as a capital buffer and contribute to the fulfillment of certain regulatory capital requirements. Under their terms and conditions of issue, CoCos are either converted into shares or their principal amount is written down upon the occurrence of certain trigger events linked to regulatory capital thresholds. The conversion event can also be triggered by the supervisory authorities, independently of the trigger events and outside of the control of the issuer, if the supervisory authorities call into question the long-term viability of the issuer, or of companies related to the issuer, as a going concern (conversion/write-down risk).

Following a trigger event, the recovery of the capital invested depends essentially on the configuration of the CoCo. CoCos can only recover their fully or partially written-down nominal value in the case of a temporary write-down. In the event of a conversion to shares or in case of a permanent write-down, the capital invested is, however, lost. In the case of a temporary write-down, the write-down is completely discretionary, taking into account certain regulatory restrictions. Any coupon payments after the trigger event are based on the reduced nominal value. In the case of a full write-down, the entitlement to coupons is also lost. A CoCo investor may therefore, under certain circumstances, incur losses ahead of equity investors and other holders of debt instruments in respect of the same issuer.

In accordance with the minimum requirements set out in the EU Capital Requirements Directive IV / Capital Requirements Regulation ("CRD IV/CRR"), the configuration of the terms and conditions of CoCos can be complex and can vary depending on the issuer or the bond.

Compared to other bonds and debt securities, CoCos are therefore associated with an increased risk of loss, such as the risk of the suspension of the coupon payment or of a change to the amount of the coupon, risks due to prudential requirements, the risk of the loss of capital in the event of the occurrence of the trigger event, and liquidity risks.

### **Risks of restricted or elevated liquidity of the fund and risks associated with increased subscription or increased redemption (liquidity risk)**

In the following, the risks that may adversely affect the liquidity of the fund are presented. This may result in the fund being temporarily or permanently unable to meet its payment obligations, and in the Company being temporarily or permanently unable to meet the redemption requests of investors. The investor may not be able to realize a potentially planned holding period, and some or all of the capital invested may not be available to the investor for an indefinite period of time. The realization of the liquidity risks could also cause the value of the fund's assets, and thus the net asset value per unit, to decline in cases where, for instance, the Company is forced, if legally permissible, to sell assets for the fund at less than market value. If the Company is unable to meet the redemption requests of investors, this may additionally lead to the restriction or suspension of redemptions and, in extreme cases, to the subsequent liquidation of the fund.

#### **Risk from investing in assets**

It is also permitted to acquire assets for the fund that are neither admitted to a stock exchange nor admitted to or included in an organized market. A potential sale of these assets may be possible only with high price discounts or with delays, or not at all. Even for assets admitted to a stock exchange, a potential sale might not be possible or might only be possible with high price discounts, depending on the market situation, the volume, the time frame and planned costs. Although only assets that can generally be liquidated at any time may be acquired for the fund, it cannot be ruled out that it might temporarily or permanently be possible to dispose of these assets only at a loss.

#### **Risk from borrowing**

The Company may borrow for the account of the fund. There is a risk that the Company might not be able to get a corresponding loan, or be able to get one only at significantly more unfavorable terms. Variable rate loans can additionally have a negative impact when interest rates rise. Insufficient funding liquidity can affect the liquidity of the fund, with the result that the Company may be forced to sell assets prematurely or at terms inferior than planned.

#### **Risks from increased redemptions or subscriptions**

Buy and sell orders from investors cause liquidity to flow into and out of the fund, respectively. The inflows and outflows, after netting, can result in either a net inflow or a net outflow of the fund's liquid assets. This net inflow or net outflow can cause the fund manager to buy or sell assets, which generates transaction costs. This is especially true when liquid assets exceed or fall short of a ratio set by the Company for the fund as a result of the inflows or outflows. The resulting transac-

tion costs are charged to the fund and can adversely affect the fund's performance. In the case of inflows, an increased fund liquidity can diminish the performance of the fund if the Company cannot invest the funds under adequate conditions, or cannot do so in a timely manner.

#### **Risk associated with public holidays in specific regions/countries**

According to the investment strategy, investments for the fund are to be made in specific regions and countries. Local public holidays in these regions or countries may result in differences between stock exchange trading days of these regions or countries and the valuation dates of the fund. The fund may consequently be unable to react to market developments in these regions or countries on the same day if that day is not a valuation date, or it may be unable to act on a valuation date that is not a trading day in the markets of these regions or countries. As a result, the fund might be prevented from selling assets in the time required. This can adversely affect the ability of the fund to meet redemption requests or other payment obligations.

#### **Counterparty risk including credit and receivable risk**

In the following, the risks that can arise for the fund in the context of a business relationship with another party ("counterparty") are presented. Here there is a risk that the counterparty might no longer be able to meet its agreed obligations. This can affect the performance of the fund, and can thus also adversely affect the net asset value per unit and the capital invested by the investor.

The counterparty may even partially or fully default on a transaction concluded for the account of the fund. All swaps are traded under an ISDA agreement or German framework contract with an appendix relating to collateral. This stipulates that the market value of the transactions that exceed an operational minimum transfer amount of generally EUR 250,000 must always be collateralized. In the event of a default by the counterparty, this collateral can be used and thus reduces the amount of loss on account of the default. In addition, a reset is usually agreed between the fund and the counterparty and this is executed as soon as the market value of the transaction exceeds a maximum amount and thus also reduces the amount of loss in the event of default.

#### **Risk of default / Counterparty risks (except central counterparties)**

The default of an issuer ("issuer") or of a contracting party ("counterparty") against which the fund has claims can lead to losses for the fund. Issuer risk describes the effect of particular developments at the individual issuer that, alongside general trends in the capital markets, will affect the price of a security. The risk of a decline in the assets of issuers cannot be entirely eliminated even through careful selection of securities. The other party to a contract entered into for the account of the fund may default in whole or in part

("counterparty risk"). This applies to all contracts that are entered into for the account of the fund.

#### **Risk from central counterparties**

A central counterparty ("CCP") acts as an intermediary institution in particular transactions for the fund, especially transactions in derivative financial instruments. In this case, the CCP acts as the buyer toward the seller, and as the seller toward the buyer. A CCP uses a series of protective measures to hedge against the risk of its business partners not being able to provide the agreed services. These protective measures enable the CCP to at all times offset losses from the transactions entered into (e.g., through the use of collateral). These protective measures notwithstanding, it cannot be ruled out that a CCP might itself become overindebted and default, which would also affect claims of the Company for the fund. This may give rise to losses for the fund.

#### **Risks of default in repurchase agreements**

If the Company sells securities under a repurchase agreement for the account of the fund, it must provide sufficient collateral to protect against the default of the counterparty. In the event of a default of the counterparty during the term of the repurchase agreement, the Company has a right of use with respect to the collateral provided. A risk of loss to the fund can ensue from the fact that the collateral provided is no longer sufficient to cover the Company's retransfer claim in full because the prices of the securities sold have risen.

#### **Risks of default in securities lending transactions**

If the Company grants a loan of securities for the account of the fund, it must obtain sufficient collateral to protect against the default of the counterparty. Collateral is provided in an amount at least equivalent to the market value of the securities transferred in the securities loan. The borrower must provide additional collateral if the value of the lent securities increases, if the quality of the collateral provided decreases or if the financial situation of the borrower deteriorates and the collateral already provided is not sufficient. If the borrower is unable to meet this obligation to provide additional collateral, there is a risk that the Company's retransfer claim is not fully hedged in the event of a counterparty default. If the collateral is held in custody at an institution other than the custodian, there is also the risk that the collateral might not be available for full or immediate use in the event of a borrower default.

#### **Operational and other risks of the fund**

In the following, the risks that can arise, for example, from inadequate internal processes and from human error or system failures at the Company or at external third parties are presented. These risks can affect the performance of the fund, and can thus also adversely affect the net asset value per unit and the capital invested by the investor.

#### **Risks from criminal acts, shortcomings, natural disasters or failure to take sustainability into account**

The fund may become a victim of fraud or other criminal acts. It may suffer losses due to errors by employees of the Company or of external third parties, or be damaged by outside events such as natural disasters or pandemics. These events may be caused or exacerbated by failure to take sustainability into account.

#### **Country or transfer risk**

There is a risk that a foreign borrower, despite ability to pay, cannot make payments at all, or not on time, or can only pay in another currency, because the currency in the country of domicile is not freely transferable or the country of domicile is unwilling to execute transfers, or for similar reasons. This means that, for example, payments to which the Company is entitled for the account of the fund may not occur, or may be in a currency that is not convertible (anymore) due to restrictions on currency exchange, or may be in another currency. If the borrower pays in another currency, this position is subject to the currency risk presented above.

#### **Legal and political risks**

Investments for the fund may be undertaken in jurisdictions in which German law does not apply, or where, in the case of disputes, the place of jurisdiction is outside Germany. Any resulting rights and obligations of the Company for the account of the fund may differ from those in Germany to the detriment of the fund or the investor. Political or legal developments, including changes to the legal framework in these jurisdictions, may not be detected by the Company, or may be detected too late, or they may lead to restrictions in terms of acquirable assets or assets that have already been acquired. These consequences can also arise when the legal framework for the Company and/or the administration of the fund in Germany changes.

#### **Changes in the tax framework, tax risk**

The information provided in this Sales Prospectus is based on our understanding of current tax laws. However, no responsibility can be assumed for potential changes in the tax structure through legislation, court decisions or the orders of the tax authorities. The summary of tax regulations is addressed to persons subject, without limitation, to individual or corporate income tax in Germany.

#### **Tax risks from equities trading around the dividend date and hedging transactions**

– Tax risks from equities trading around the dividend date and hedging transactions for unit classes as defined by article 10 (1) of the German Investment Tax Act (InvStG) (unit classes for so-called tax-privileged investors) The possibility cannot be ruled out that the unit price of a fund may turn out to be relatively lower if provisions are recognized for a possible tax liability for payment of investment income tax of the fund, or similar actions are taken. If certain conditions are



met, investment funds and unit classes for tax-privileged investors as defined by article 10 (1) InvStG are charged a definitive German investment income tax of 15% on the gross dividend to be collected. The investment income tax is refunded in full to the investment fund or in favor of the unit class, if (i) the fund holds German equities and German dividend rights similar to equities for 45 days without interruption within a period of 45 days before and after the investment income was payable (91 days in total) and bears no less than 70% of the risk of a decline in value of the units or dividend rights without interruption throughout that entire 45-day period ("45-day rule"). Moreover, in order to receive an investment income tax credit, there may not be an obligation to directly or indirectly pay the investment income to another person (e.g., through swaps, securities lending transactions, repurchase agreements). For this reason, hedging or forward transactions that directly or indirectly hedge the risk arising from German equities or German dividend rights similar to equities may be detrimental. Hedging transactions on value and price indices are considered to be indirect hedges. The hedging transactions may also be detrimental if related parties are invested in the fund. Even if the tax liability does not arise and therefore provisions initially recognized are reversed, or similar actions are taken, a relatively higher unit price may not benefit investors who participated in the fund at the time the provision was created.

- Tax risks from hedging transactions for major investors  
The possibility that investment income tax on German dividends and income from domestic dividend rights similar to equities that the investor originally generates may not be creditable or refundable in whole or in part cannot be ruled out. The investment income tax is fully offset or refunded if (i) the investor holds German equities and German dividend rights similar to equities for 45 days without interruption within a period of 45 days before and after the investment income was payable (91 days in total) and bears no less than 70% of the risk of a decline in value of the units or dividend rights without interruption throughout that entire 45-day period ("45-day rule"). Moreover, in order to receive an investment income tax credit, there may not be an obligation to directly or indirectly pay the investment income to another person (e.g., through swaps, securities lending transactions, repurchase agreements). For this reason, hedging or forward transactions that directly or indirectly hedge the risk arising from German equities or German dividend rights similar to equities may be detrimental. Hedging transactions on value and price indices are considered to be indirect hedges. To the extent that the fund is to be considered a related party of the investor and enters into hedging transactions, these can

result in these being attributed to the investor, and the investor therefore failing to comply with the 45-day rule.

In the event that investment income tax is not withheld from corresponding income that the investor originally generates, hedging transactions of the fund can result in these being attributed to the investor and the investor being required to remit the investment income tax to the tax office.

#### Key individual risk

If the investment performance of the fund during a particular period is very positive, this success may also depend on the abilities of the individuals acting on behalf of the fund, and hence on the correct management decisions. Fund management personnel can change, however. New decision-makers might not be as successful.

#### Custody risk

The custody of assets, especially in foreign countries, involves a risk of loss that may result from insolvency or violation of due diligence on the part of the depository, or from force majeure.

#### Risk of default by the custodian or another credit institution

In the event of a default by the custodian, investors of the fund may suffer a financial loss if their deposits are not covered by the Deposit Guarantee Fund of the Bundesverband deutscher Banken e.V. Where deposits for the fund are made with other credit institutions, investors may also suffer a financial loss if such deposits are not covered by any existing deposit guarantee schemes.

Protection of deposits for the investment fund may additionally be limited in the case of existing deposit guarantee schemes because these tend to impose restrictions on the coverage of deposits in accordance with their statutes.

#### Risks from trading and clearing mechanisms (settlement risk)

In the settlement of securities transactions, there is a risk that one of the contracting parties is late or fails to pay, or fails to deliver securities on time. This settlement risk also exists accordingly when trading other assets for the fund.

## Investment principles and limits

### Assets

The Company can acquire the following assets for the account of the fund:

- Securities according to article 193 KAGB
- Money market instruments according to article 194 KAGB
- Bank balances according to article 195 KAGB
- Investment fund units according to article 196 KAGB
- Derivatives according to article 197 KAGB
- So-called other investment instruments according to article 198 KAGB

The Company may acquire these assets within the investment limits presented in the sections "Investment principles and limits – Assets – Investment limits for securities and money market instruments, including when derivatives are used, and bank balances" and "Investment principles and limits – Assets – Other assets and their investment limits," in particular.

Details of these assets, and of the investment limits applicable to them, are presented below.

### Securities

The Company may acquire the securities of domestic and foreign issuers for the account of the fund if

7. they are admitted for trading on a stock exchange in a member state of the European Union ("EU") or in another state that is a party to the Agreement on the European Economic Area ("EEA") or are admitted for trading or included in another organized market in one of these states;
8. they are exclusively admitted for trading on a stock exchange outside the member states of the EU or outside the other states that are parties to the Agreement on the EEA or are admitted for trading or included in another organized market in one of these states, insofar as BaFin has approved the choice of this stock exchange or organized market.<sup>1</sup>

Securities from new issues may be acquired if the terms of issue contain the requirement that an application be filed for admission for official listing on one of the stock exchanges or inclusion in one of the organized markets mentioned under (1) or (2) above, and if such admission or inclusion takes place no later than one year after the issue.

Securities by this definition also include:

- Units of closed-ended investment undertakings in contract or corporate form that are subject to control by unitholders ("corporate governance mechanisms"), i.e., the unitholders must have voting rights with respect to key decisions, and the right to control the investment policy through appropriate mechanisms. The investment undertaking must additionally be managed by an entity that is subject to the regulations for investor protection unless the investment undertaking is launched in corporate form and asset management activity is not performed by another entity.
- Financial instruments that are backed by, or linked to the performance of, other assets. If components of derivatives are embedded in such financial instruments, additional requirements must be fulfilled before the Company may acquire them as securities.

<sup>1</sup> The list of authorized stock exchanges and of other organized markets according to article 193 (1), sentence 1, nos. 2 and 4, KAGB is published on the BaFin website (<http://www.bafin.de>).

The securities may only be acquired under the following conditions:

- The potential loss that might arise for the fund may not exceed the purchase price of the security. There must be no obligation to make subsequent payments.
- Lack of liquidity of the security acquired by the fund must not result in the fund no longer being able to meet the legal requirements on the redemption of units. This applies taking into account the possibility provided for by law of restricting or suspending the redemption of units in special cases (see sections “Units – Issue and redemption of units – Issue of units,” “Units – Issue and redemption of units – Redemption of units,” and “Units – Issue and redemption of units – Restriction of the redemption of units – Suspension of the redemption of units”).
- A reliable valuation of the security by means of accurate, reliable and regular prices must be available; these must be either market prices or prices made available by valuation systems independent from the issuer of the security.
- Appropriate information about the security must be available in the form of regular, accurate and comprehensive information on the security to the market or, where relevant, in the form of an associated portfolio, i.e., a portfolio that is evidenced in the security.
- The security is negotiable.
- The acquisition of the security is consistent with the investment objectives or the investment strategy or both, of the fund.
- The risks of the security are adequately captured by the risk management process of the fund.

Securities may additionally be acquired in the following form:

- Equities to which the fund is entitled in the event of a capital increase from the issuing company's own funds.
- Securities acquired when exercising subscription rights belonging to the fund.

Subscription rights may also be acquired for the fund as securities by this definition, provided that the securities from which the subscription rights originate may be included in the fund.

### Money market instruments

The Company may, for the account of the fund, invest in money market instruments that are usually traded in the money market, as well as in interest-bearing securities that, alternatively,

- have a (residual) term to maturity not exceeding 397 days at the time of their acquisition for the fund;
- have a (residual) term to maturity of more than 397 days at the time of their acquisition for the fund, but whose interest payments are adjusted to market rates regularly, at least once every 397 days, pursuant to the terms and conditions of issue;

- have a risk profile corresponding to the risk profile of securities that meet the criterion for residual term to maturity or interest payment adjustment.

Money market instruments may be acquired for the fund if

1. they are admitted for trading on a stock exchange in a member state of the EU or in another state that is a party to the Agreement on the EEA or are admitted for trading or included in another organized market in one of these states;
2. they are exclusively admitted for trading on a stock exchange outside the member states of the EU or in another state that is a party to the Agreement on the EEA or are admitted for trading or included in an organized market in one of these states, insofar as BaFin has approved the choice of this stock exchange or market;
3. they are issued or guaranteed by the EU, the German federal government, a special-purpose vehicle of the German federal government, a German federal state, another member state or another central, regional or local authority or the central bank of a member state of the EU, the European Central Bank or the European Investment Bank, a third country or, in the case of a federal state, by one of the members making up the federation, or by a public international body of which one or more member states of the EU are members;
4. they are issued by a company whose securities are traded in the markets specified in nos. 1 and 2 above;
5. they are issued or guaranteed by a credit institution that is subject to supervision according to the criteria stipulated in EU legislation, or by a credit institution that is subject to and complies with prudential rules considered by BaFin to be equivalent to those of Community legislation;
6. they are issued by other issuers and the respective issuer is
  - a) a company with capital and reserves of at least EUR 10 million that prepares and publishes its annual financial statements in accordance with the European directive governing the annual financial statements of corporations; or
  - b) an entity that, within a group of companies that includes one or more stock exchange-listed companies, is dedicated to the financing of the group; or
  - c) an entity that issues money market instruments backed by liabilities through use of a credit line from a bank. These are products in which loan receivables of banks are packaged into securities (“asset-backed securities”).

All of the money market instruments mentioned may be acquired only if they are liquid and their value can be accurately determined at any time. Money market instruments are liquid if they can be sold at limited cost within an adequately short

time frame. Here the obligation of the Company to redeem units of the fund at the request of investors and, to that end, to be able to sell such money market instruments correspondingly quickly, must be taken into account. In addition, an accurate and reliable valuation system must exist for money market instruments that enables the determination of the net asset value of the money market instrument and is based on market data or valuation models (including systems based on amortized costs). The liquidity requirement for money market instruments is deemed met if they are admitted for trading or included in an organized market within the EEA, or if they are admitted for trading or included in an organized market outside the EEA, provided that BaFin has approved the choice of this market. This shall not apply if the Company has contradictory evidence concerning the adequate liquidity of the money market instruments.

For money market instruments that are not listed on a stock exchange or admitted for trading in a regulated market (see nos. 3 through 6 above), the issue or the issuer of these instruments must additionally be subject to regulations for the protection of savings and investors. Accordingly, appropriate information must be available for these money market instruments that enables an appropriate assessment of the credit risks associated with the instruments, and the money market instruments must be freely transferable. Credit risks can be evaluated, for instance, by way of a credit assessment performed by a rating agency.

For these money market instruments, the following requirements additionally apply unless they were issued or guaranteed by the European Central Bank or the central bank of a member state of the EU:

- If issued or guaranteed by the following institutions (mentioned under no. 3 above):
  - the EU,
  - the German federal government,
  - a special-purpose vehicle of the German federal government,
  - a German federal state,
  - another member state,
  - another central government authority,
  - the European Investment Bank,
  - a third country or, in the case of a federal state, one of the members making up the federation,
  - a public international body of which one or more member states of the EU are members,appropriate information on the issue or the issuance program, or on the legal and financial situation of the issuer prior to the issue of the money market instrument, must be available.
- If issued or guaranteed by a credit institution supervised within the EEA (see no. 5 above), appropriate information on the issue or the issuance program, or on the legal and financial situation of the issuer prior to the issue of the money market instrument, must be available and updated on a regular basis and

whenever a significant event occurs. In addition, data (e.g., statistics) enabling an appropriate assessment of the credit risks associated with an investment must be available on the issue or the issuance program.

- If issued by a credit institution subject to supervision outside of the EEA that is considered by BaFin to be equivalent to the requirements on a credit institution within the EEA, one of the following conditions must be met:
  - The credit institution has its registered office in one of the so-called “Group of Ten” (“G10”) grouping of leading member countries of the Organisation for Economic Co-operation and Development (“OECD”).
  - The credit institution has at least an investment-grade rating. An investment-grade rating is a rating of “BBB-” or “Baa” or better assigned by a rating agency as part of credit assessment.
  - It can be demonstrated on the basis of an in-depth analysis of the issuer that the prudential rules applicable to that issuer are at least as stringent as those laid down by EU law.
- For the remaining money market instruments that are not listed on a stock exchange or admitted for trading in a regulated market (see above under nos. 4 and 6, as well as those remaining under no. 3), appropriate information on the issue or the issuance program, and on the legal and financial situation of the issuer prior to the issue of the money market instrument, must be available and updated on a regular basis and whenever a significant event occurs, and reviewed by third parties not subject to instructions from the issuer. In addition, data (e.g., statistics) enabling an appropriate assessment of the credit risks associated with an investment must be available on the issue or the issuance program.

### Bank balances

The Company may, for the account of the fund, hold bank balances having a term not exceeding twelve months. Such balances shall be kept in blocked cash accounts at credit institutions having their registered offices in a member state of the EU or in another state that is a party to the Agreement on the EEA. They may also be held at credit institutions having their registered offices in a third country having prudential rules considered by BaFin to be equivalent to those of EU legislation.

### Investment limits for securities and money market instruments, including when derivatives are used, and bank balances

#### General investment limits

The Company may invest no more than 10% of the fund’s assets in securities and money market instruments of the same issuer (borrower). In so doing, the total value of securities and money

market instruments from such issuers (borrowers) may not exceed 40% of the fund’s assets. Furthermore, the Company may invest no more than 5% each of the fund’s assets in securities and money market instruments of the same issuer. Securities purchased under repurchase agreements shall be attributed to this investment limit. Issuers of securities and money market instruments must then also be taken into consideration within the scope of the specified limits if the securities and money market instruments issued by these issuers are acquired indirectly via other securities included in the fund that are linked to their performance.

The Company may invest no more than 20% of the fund’s assets in bank balances at any one credit institution.

#### Investment limit for bonds backed by special asset pools

The Company may invest up to 25% of the fund’s assets respectively in mortgage bonds and municipal bonds, as well as in bonds issued by credit institutions having their registered offices in a member state of the EU or in another state that is a party to the Agreement on the EEA. This shall be subject to the condition that the sums deriving from the issue of such bonds are invested in such a way that, during the whole period of validity of the bonds, they are capable of covering the liabilities of the bonds and that, in the event of default of the bond issuer, would be used on a priority basis for the repayment of the principal and payment of the accrued interest. When more than 5% of the fund’s assets are invested in such bonds issued by one issuer, the total value of such bonds may not exceed 80% of the value of the assets of the fund. Securities purchased under repurchase agreements shall be attributed to this investment limit.

#### Investment limits for public sector issuers

The Company may invest up to 35% of the fund’s assets respectively in bonds, promissory note loans and money market instruments of special national and supranational public sector issuers. These public sector issuers include the German federal government, the German federal states, member states of the EU or their local authorities, third countries and public supranational bodies of which one or more member states of the EU are members.

This limit can be exceeded for bonds, promissory note loans and money market instruments if that is provided for in the Terms and Conditions of Investment and the issuers are specified there. If this option is availed of, the securities and money market instruments of these issuers in the fund must originate from at least six different issues; no more than 30% of the fund’s assets may be invested in one issue.

Securities purchased under repurchase agreements shall be attributed to this investment limit.

#### Combination of investment limits

The Company may invest no more than 20% of the fund’s assets in a combination of the following assets:

- securities or money market instruments issued by one and the same institution;
- deposits at this institution, i.e., bank balances;
- attributable amounts for the counterparty risk of transactions in derivatives, securities loans and repurchase agreements conducted with this institution.

For special public sector issuers, (see section “Investment principles and limits – Assets – Investment limits for securities and money market instruments, including when derivatives are used, and bank balances – Investment limits for public sector issuers”), a combination of the aforementioned assets may not exceed 35% of the value of the assets of the fund.

The respective individual upper limits shall remain unaffected.

#### Investment limits when derivatives are used

The amounts of securities and money market instruments of an issuer attributed to the aforementioned limits may be reduced through the use of offsetting derivatives whose underlyings are securities and money market instruments of the same issuer. Securities or money market instruments of an issuer may therefore be acquired for the account of the fund in excess of the aforementioned limits as long as the ensuing elevated issuer risk is lowered again by means of hedging transactions.

### Other assets and their investment limits

The Company may invest a total of no more than 10% of the fund’s assets in the following other assets:

7. Securities that are not admitted for trading on a stock exchange or admitted for trading or included in another organized market, but which generally fulfill the criteria for securities.  
In contrast to traded and admitted securities, reliable valuation for these securities must be available in the form of a valuation conducted on a periodic basis that is derived from information from the issuer or from competent investment research. Appropriate information about the non-admitted or non-included security or, where relevant, the associated portfolio, i.e., the portfolio evidenced in the security, must be available in the form of regular, accurate information for the fund.
8. Money market instruments of issuers that do not meet the requirements mentioned above, provided they are liquid and their value can be accurately determined at any time. Money market instruments are liquid if they can be sold at limited cost within an adequately short time frame. Here the obligation of the Company to redeem units of the fund at the

request of investors and, to that end, to be able to sell such money market instruments correspondingly quickly, must be taken into account. In addition, an accurate and reliable valuation system must exist for money market instruments that enables the determination of the net asset value of the money market instrument and is based on market data or on valuation models (including systems based on amortized costs). The liquidity requirement for money market instruments is deemed met if they are admitted for trading or included in an organized market within the EEA, or if they are admitted for trading or included in an organized market outside the EEA, provided that BaFin has approved the choice of this market.

9. Newly issued equities if, according to their terms of issue, their admission for trading on a stock exchange in a member state of the EU or in another state that is a party to the Agreement on the EEA or their admission to an organized market or their inclusion in such a market in a member state of the EU or in another state that is a party to the Agreement on the EEA must be applied for, or
  - the respective terms of issue require that their admission for trading on a stock exchange or on an organized market, or their inclusion in such a market outside the member states of the EU or outside the other states that are parties to the Agreement on the EEA must be applied for, provided BaFin has approved of the choice of this stock exchange or this organized market, and provided the admission or inclusion of these equities takes place within one year of their issue.
10. Promissory note loans that can be assigned at least twice following acquisition for the fund and which were granted to one of the following institutions:
  - a) the German federal government or a special-purpose vehicle thereof, an EU country or an OECD member country,
  - b) another domestic authority, regional government or local authority of another member state of the EU or another state that is a party to the Agreement on the EEA, provided that the receivable can be treated, according to the regulation on prudential requirements for credit institutions and investment firms, in the same manner as a receivable from the central government on whose sovereign territory the regional government or local authority is located,
  - c) other corporate bodies or institutions under public law domiciled in Germany or in another member state of the EU, or in another state that is a party to the Agreement on the EEA,
  - d) companies that have issued securities that have been admitted for trading in an organized market within the EEA or which have been admitted for trading in another regulated market that meets the essential requirements of regulated markets as

defined by the directive on markets for financial instruments, as amended, or

- e) other borrowers, provided that one of the bodies designated in (a) through (c) above has undertaken to guarantee the payment of interest and repayment of principal.

### Investment fund units and their investment limits

In the section "Investment objective and strategy – Investment strategy" in the special section and in the Terms and Conditions of Investment, the extent to which the Company can invest for the account of the fund in units of target funds that are open-ended domestic and foreign investment undertakings is presented.

The target funds may, according to their terms and conditions of investment or Articles of Incorporation, invest no more than 10% of their assets in units of other open-ended investment undertakings. For units of AIFs, the following requirements additionally apply:

The target fund shall have been authorized under legal provisions that make it subject to effective public supervision for the protection of investors, and there must be sufficient assurance of satisfactory cooperation between BaFin and the target fund's supervisory authority.

The level of protection for investors must be equivalent to that provided for investors in a domestic UCITS, especially as regards separation of management and custody of assets, borrowing, lending and short sales of securities and money market instruments.

The business activity of the target fund must be reported in annual and semiannual reports and allow investors to make their own assessment of the assets and liabilities, income and operations over the reporting period.

The target fund must be a retail fund in which the number of units is not limited and where investors have the right to redeem units at any time.

### Informing investors in the event of restriction or suspension of the redemption of target fund units

Target funds can temporarily restrict or suspend the redemption of units to the extent permitted by law. In that case, the Company will not be able to return the target fund units to the management company or depositary of the target fund against payment of the redemption price, or will only be able to do so to a limited extent, (see also the section "Risk warnings – Risk of negative performance of the fund (market risk) – Risks associated with investment in investment fund units"). The extent to which the fund holds units of target funds that have currently suspended redemptions, if any, is posted on the Internet at [www.dws.com](http://www.dws.com).

## Derivatives

**Unless otherwise provided for in the special section of the Sales Prospectus, the Company may conduct transactions with derivatives for the fund as part of the investment strategy. This includes derivative transactions for efficient portfolio management and for achieving additional income, i.e., also for speculative purposes. That can increase the risk of loss in the fund at least temporarily.**

A derivative is an instrument whose price depends on the price fluctuations or expected prices of other ("underlying") assets. The following discussion concerns both derivatives and financial instruments with derivative components (collectively "derivatives").

The market risk of the fund may not be more than doubled through the use of derivatives ("market risk limit"). Market risk is the risk of loss arising from fluctuations in the market values of assets held in the fund that are attributable to changes in variable market prices and rates such as interest rates, exchange rates and the prices of equities and commodities, or to changes in the creditworthiness of an issuer. The Company must comply with the market risk limit on an ongoing basis. It must determine on a daily basis the extent to which the market risk limit has been reached as provided for by law, specifically the Regulation on Risk Management and Risk Measurement when using Derivatives, Securities Loans and Repurchase Agreements in Investment Undertakings according to the German Investment Code ("Derivatives Regulation").

**Precise details on which derivatives the Company may acquire for the account of the fund, and on the method being used for determining the extent to which the market risk limit has been reached, are presented in the "Derivatives" section in the special section.**

### Futures contracts

Futures contracts are agreements that unconditionally bind both parties to buy or sell a particular amount of a certain underlying at a predetermined price at a certain point in time, at maturity or within a certain period. The Company may, within the scope of the investment principles, enter into futures contracts for the account of the fund on securities and money market instruments acquirable for the fund, as well as on interest rates, exchange rates, currencies and qualified financial indices.

### Options

In options transactions, a third party is granted, in exchange for a consideration ("option premium"), the right to demand delivery or acceptance of assets during a specific period of time or at the end of a specific period at a predetermined price ("strike price"), or to demand payment of a cash settlement, or to acquire corresponding options. The Company may take part in options transactions for the account of the fund within the scope of the investment principles.



### Swaps

Swaps are exchange contracts in which the parties swap the cash flows or risks underlying the respective transaction. The Company may, within the scope of the investment principles, conduct swap transactions such as interest rate swaps, currency swaps, interest rate/currency swaps and variance swaps.

### Swaptions

Swaptions are options on swaps. A swaption is the right, but not the obligation, to conduct a swap transaction, the terms of which are precisely specified, at a certain point in time or within a certain period. In all other aspects, the principles established for options apply. The Company may only conclude swaptions for the account of the fund that consist of the options and swaps described above.

### Credit default swaps

Credit default swaps are credit derivatives that enable the transfer of a volume of potential credit defaults to other parties. As compensation for accepting the credit default risk, the seller of the risk pays a premium to its counterparty. In all other aspects, the information for swaps applies accordingly.

### Total return swaps

Total return swaps are derivatives in which all income and price changes of an underlying are exchanged for an agreed fixed interest payment. A contracting party, the protection buyer, transfers the entire credit and market risk of the underlying to the other contracting party, the protection seller. In return, the protection buyer pays a premium to the protection seller.

If total return swaps are used for the fund, the details are outlined in the "Use of total return swaps" section of the special section.

### Securitized financial instruments

The Company may also acquire for the account of the fund the financial instruments described in the preceding if they are securitized. It is also possible for the transactions involving financial instruments to be only partly securitized (as in the case of warrant-linked bonds). The statements on opportunities and risks apply accordingly to such securitized financial instruments, but with the condition that the risk of loss in the case of securitized financial instruments is limited to the value of the security.

### OTC derivative transactions

The Company may conduct for the account of the fund both those derivative transactions admitted for trading on a stock exchange or admitted to or included in another organized market and so-called over-the-counter ("OTC") transactions.

The Company may conduct derivative transactions that are neither admitted for trading on a stock exchange nor admitted to or included in another organized market only with suitable credit institutions or financial services institutions on the basis

of standardized master agreements. For derivatives traded other than on a stock exchange, the counterparty risk of a contracting party is limited to 5% of the fund's assets. If the counterparty is a credit institution having its registered office in a member state of the EU, in another state that is a party to the Agreement on the EEA or in a third country with a comparable level of supervision, the counterparty risk may amount to 10% of the fund's assets. Derivative transactions conducted other than on a stock exchange where the counterparty is the central clearinghouse of a stock exchange or another organized market are not included when determining these limits if the derivatives are marked to market daily, with a daily margin settlement. However, amounts due to the fund from an intermediary trader are attributed to these limits, even if the derivative is traded on a stock exchange or in another organized market.

### Securities lending transactions

The securities, money market instruments and investment fund units held in the fund can, for the purpose of achieving additional income, be transferred as a loan to third parties in exchange for appropriate market consideration. In so doing, all of the fund's holdings in securities, money market instruments and investment fund units can be transferred as a loan to third parties only for a period that is indefinite. The Company reserves the right, depending on the respective market conditions and with the objective of fully exploiting the income potential in the interests of the investors, to actually transfer all of the securities, money market instruments and investment fund units held in the fund by way of a loan. An overview of the current extent to which the securities have been transferred by way of a loan can be found on the Internet at [www.dws.com](http://www.dws.com). The Company has the option to terminate the lending transaction at any time. It must be contractually agreed that securities, money market instruments or investment fund units of the same kind, quality and quantity will be returned to the fund within the customary settlement period following the ending of the lending transaction. A requirement for the transfer of securities, money market instruments and investment fund units as a loan is that the fund must be provided with sufficient collateral. For this purpose, balances may be assigned or pledged, and securities or money market instruments may be transferred or pledged. The fund is entitled to the income from the investment of the collateral.

The borrower must additionally pay to the custodian, for the account of the fund, any income received from lent securities, money market instruments or investment fund units at maturity. The value of all securities, money market instruments or investment fund units transferred to any one borrower may not exceed 10% of the fund's assets.

The Company can make use of an organized system for the brokerage and settlement of securities loans provided by a central depository for securities. If securities loans are settled over

organized systems, the securities transferred to a borrower may exceed 10% of the fund's assets. Where organized systems are used for the settlement, the Company must be authorized to terminate the loan contract at any time.

The Company may not grant money loans to third parties for the account of the fund.

### Repurchase agreements

The Company may, for the purpose of achieving additional income and for short-term secured investment for the account of the fund, enter into repurchase agreements having a maximum maturity of twelve months with credit institutions and financial services institutions. In so doing, it can both transfer all of the securities, money market instruments or investment fund units of the fund to a transferee in exchange for a consideration ("simple repurchase agreement") and accept securities, money market instruments or investment fund units within the scope of the respectively applicable investment limits against cash ("reverse repurchase agreement"). The Company reserves the right, depending on the respective market conditions and with the objective of fully exploiting the income potential and of making a secured investment in the interests of the investors, to actually transfer all of the securities or cash held in the fund by way of a repurchase agreement. The Company has the option to terminate the repurchase agreement at any time, except in the case of repurchase agreements having a term of less than one week. If a simple repurchase agreement is terminated, the Company has the right to demand the return of the securities, money market instruments or investment fund units transferred under the agreement. The termination of a reverse repurchase agreement can result in the refund of either the entire sum of money or the accrued sum of money in the amount of the current market value. Repurchase transactions are only permitted in the form of so-called "genuine" repurchase agreements. In these transactions, the transferee assumes the obligation to retransfer the securities, money market instruments or investment fund units on a fixed date or on a date to be determined by the transferor, or to pay back the sum of money with interest.

### Choice of counterparty

The conclusion of OTC derivative transactions, including total return swaps, securities lending transactions and repurchase agreements, is only permitted with credit institutions or financial services institutions on the basis of standardized master agreements. The counterparties must be subject to ongoing supervision by a public body, be financially sound and have an organizational structure and the resources they need to provide the services. In general, all counterparties have their headquarters in member countries of the Organisation for Economic Co-operation and Development (OECD), the G20 or Singapore. In addition, either the counterparty itself or its parent company must have an investment-grade rating by one of the leading rating agencies.

## Collateral strategy

As part of derivative transactions, securities lending and repurchase agreements, the Company accepts collateral for the account of the fund. The purpose of the collateral is to fully or partially reduce the risk of default of the counterparty to these contracts. For forward currency transactions that are settled physically, collateral may be waived, taking into account the maturity as well as the creditworthiness of the contracting party.

### Types of permissible collateral

The Company accepts the following assets as collateral for derivatives transactions / securities lending transactions / repurchase agreements:

- This collateral shall have been received before or at the time of the transfer of the lent securities in the case of a securities lending transaction. If the securities are lent via intermediaries, the transfer of the securities can take place before receipt of the collateral as long as the respective intermediary ensures the orderly completion of the transaction. Such intermediary can provide collateral in place of the borrower.
- In general, collateral for securities lending transactions, repurchase agreements and transactions with OTC derivatives must be provided in one of the following forms:
  - liquid assets such as cash, short-term bank deposits, money market instruments according to the definition in Directive 2007/16/EC of March 19, 2007, letters of credit and first-demand guarantees that are issued by credit institutions with good credit ratings that are not affiliated with the counterparty, or bonds issued by a member state of the European Union or its local authorities or by an OECD member country or its local authorities or by supranational institutions and authorities at local, regional or international level, irrespective of their residual term to maturity;
  - units of a collective investment undertaking ("UCI") investing in money market instruments that calculates a net asset value daily and has a rating of AAA or an equivalent rating;
  - units of a UCITS that invests predominantly in the bonds and equities listed under the next two indents;
  - bonds, irrespective of their residual term to maturity, issued or guaranteed by issuers with high credit quality; or
  - equities admitted to or trading in a regulated market in a member state of the European Union or on a stock exchange in an OECD member country, as long as these equities are contained in a major index.
- Collateral that is not provided in the form of cash or units of UCIs/UCITS must have been issued by a legal entity that is not affiliated with the counterparty.

The collateral provided by a counterparty must, among other things, have adequate risk diversification in relation to issuers. If several counterparties provide collateral of the same issuer, this collateral must be aggregated. If the value of the collateral of the same issuer provided by one or more counterparties does not exceed 20% of the fund's assets, diversification is deemed to be adequate.

Adequate diversification also exists even when this limit is exceeded if, in this respect, exclusively securities or money market instruments of the following issuers or guarantors are provided as collateral to the fund: of the German federal government, of a German federal state, of another member state of the European Union or of its local authorities, of another state that is a party to the Agreement on the European Economic Area or of the local authorities of this signatory state, of a third country or of an international organization that belongs to the German federal government, another member state of the European Union, or another state that is a party to the Agreement on the European Economic Area.

If all of the collateral provided comprises securities or money market instruments of such an issuer or guarantor, this collateral must have been issued within the framework of at least six different issues. The value of the securities or money market instruments issued as part of the same issue may in this regard not exceed 30% of the fund's assets.

### Scope of collateralization

Securities lending transactions are fully collateralized. The price of the securities transferred in the securities loan, along with the associated income, constitutes the secured value. The value of the collateral provided by the borrower may not be less than the secured value plus a market premium.

Furthermore, derivative transactions, securities lending and repurchase agreements must be collateralized to an extent that will ensure that the amount attributable for the risk of default of the respective counterparty does not exceed 5% of the fund's assets. If the counterparty is a credit institution having its registered office in a member state of the EU or in another state that is a party to the Agreement on the EEA or in a third country where equivalent prudential rules apply, the amount attributable for the risk of default may constitute 10% of the fund's assets.

### General collateral valuation rules

The Company (or its representatives) perform a daily valuation of the collateral received. Should the value of collateral previously provided appear to be insufficient in view of the amount to be covered, the counterparty must provide additional collateral at very short notice. If appropriate, safety margins shall apply to take into account the exchange-rate or market risks associated with the assets accepted as collateral.

Collateral that is admitted for trading on a stock exchange or admitted to or included in another organized market is valued at the previous day's

closing price or, if it is already available at the time the valuation takes place, at the closing price of the same day. The valuation is performed in such a way as to obtain a value for the collateral that is as close as possible to the market value.

### Strategy for discounting valuations (haircut strategy)

The Company has a strategy for applying discounts or premiums on financial assets that are accepted as collateral ("haircut strategy"). The discounts or premiums on the collateral are determined by:

- the credit quality of the counterparty,
- the liquidity of the collateral,
- the price volatility of the collateral,
- the credit quality of the issuer and/or
- the country or market in which the collateral is traded.

For OTC derivative transactions, only government bonds with first-class ratings are accepted besides cash. A discount of 2% on short-term government bonds and of up to 10% on government bonds with longer maturities is applied to the market value of the collateral, which means that only 90% to 98% of the current market value of the collateral is attributed to the amount to be covered. This corresponds to an overcollateralization ratio of 102% to 110%. Cash collateral may be accepted without a discount. Securities lending transactions are overcollateralized. A premium is applied to the market value of the securities lending transaction to be collateralized, i.e., collateral in the amount of the following overcollateralization ratios is provided by the borrower.

Overcollateralization ratio for government bonds with first-class ratings	at least 101%
Overcollateralization ratio for government bonds with low investment-grade ratings	at least 102%
Overcollateralization ratio for corporate bonds with first-class ratings	at least 102%
Overcollateralization ratio for corporate bonds with low investment-grade ratings	at least 103%
Overcollateralization ratio for supranational bonds with first-class ratings	at least 102%
Overcollateralization ratio for supranational bonds with low investment-grade ratings	at least 102%
Overcollateralization ratio for blue chips and mid-caps	at least 105%
Overcollateralization ratio for cash collateral	at least 101%

The discounts or premiums applied are reviewed for appropriateness on a regular basis, at least once each year, and are adjusted accordingly if necessary.

#### **Investment of cash collateral**

Cash collateral in the form of bank balances may be held in blocked cash accounts at the fund's custodian or, with the custodian's consent, at another credit institution. Reinvestment may occur exclusively in high-quality government bonds or in money market funds with short-term maturity structures. Cash collateral can additionally be invested by way of a reverse repurchase agreement with a credit institution if the recovery of the accrued balance is assured at all times.

#### **Custody of securities as collateral**

The Company may, for the account of the fund, accept securities as collateral within the framework of derivatives transactions, securities lending transactions and repurchase agreements. If these securities are transferred as collateral, they must be held in custody at the custodian. If the Company received the securities pledged as collateral within the framework of derivatives transactions or securities lending transactions, they may also be held in custody at another institution that is subject to effective public supervision and is independent of the protection seller. Reuse of the securities is not permitted.

#### **Borrowing**

Short-term borrowing of up to 10% of the fund's assets for the collective account of the investors is permissible if the borrowing conditions are customary in the market, and if the custodian grants its consent.

#### **Leverage**

Leverage designates any method by which the Company can increase the investment level of the fund. The level of investment represents the percentage of positions with a market risk exposure in the fund and can rise to over 100% of the net asset value due to the leverage effect of derivatives. Leverage is mainly generated through the use of derivatives, through borrowing and through reinvestment of collateral from securities lending and repurchase agreements. Derivatives also include structured products with a derivative component such as bonus and discount certificates, credit-linked notes and convertible bonds.

The Company may use such methods for the fund to the extent described in this Sales Prospectus. The possibility of using derivatives and entry into securities lending transactions and repurchase agreements is presented in the section "Investment principles and limits – Assets – Derivatives," and/or "Securities lending transactions and repurchase agreements." The possibility of borrowing is explained in the section "Investment principles and limits – Borrowing."

Leverage is calculated in accordance with the gross method. All derivatives are included in the calculation, regardless of whether the derivatives are used for hedging risk or for optimizing returns. The gross leverage of the fund is determined from the ratio of the total of the absolute values of all positions of the fund with a market risk exposure and the net asset value of the fund. Cash and other assets in the fund currency that are free of market risk are not taken into account.

Individual derivative transactions or securities positions are not offset against each other in the calculation, i.e., so-called netting and hedging agreements are not taken into account. Any effects from the reinvestment of collateral in securities lending transactions and repurchase agreements are taken into account.

The calculation of the net asset value is explained in the section "Units – Issue and redemption price."

The Company anticipates that the leverage for the fund calculated according to the gross method shall not exceed more than five times its net asset value. Depending on market conditions, however, leverage can fluctuate, and the intended threshold may therefore be exceeded in spite of constant monitoring by the Company.

### **Valuation**

#### **General asset valuation rules**

##### **Assets admitted for trading on a stock exchange/ traded in an organized market**

Assets that are admitted for trading on a stock exchange or admitted to or included in another organized market, as well as subscription rights for the fund, are valued at the most recent available trading price permitting reliable valuation, unless otherwise provided for in the following section "Special rules for the valuation of individual assets."

##### **Assets not listed on stock exchanges nor traded in organized markets, or assets having no trading price**

Assets that are neither admitted for trading on stock exchanges nor admitted to or included in another organized market, or for which there is no trading price, are valued at the current market value deemed appropriate on the basis of a careful assessment using suitable valuation models and taking into consideration current market conditions, unless otherwise provided for in the following section "Special rules for the valuation of individual assets."

#### **Special rules for the valuation of individual assets**

##### **Unlisted bonds and promissory note loans**

For the purposes of valuing bonds that are neither admitted for trading on a stock exchange nor admitted to or included in another organized market (e.g., unlisted debt instruments, commercial papers and certificates of deposit) and for the

valuation of promissory note loans, the market prices agreed for comparable bonds and note loans and, if applicable, the market prices of bonds of comparable issuers and with equivalent maturities and interest rates are used, less a discount to compensate for limited marketability, if necessary.

##### **Options and futures contracts**

Options belonging to the fund and liabilities from options granted to third parties that are admitted for trading on a stock exchange or admitted to or included in another organized market are valued at the most recent available trading price permitting reliable valuation.

The same applies with respect to amounts receivable and payable under futures contracts sold for the account of the fund. The initial margins charged to the fund are included in the value of the fund, taking into account the gains and losses in valuation established on the day of trading.

##### **Swaps**

Swaps are valued at the market value deemed appropriate on the basis of a careful assessment using suitable valuation models and taking into consideration overall circumstances.

##### **Bank balances, other assets, liabilities, time deposits and units of investment undertakings**

Bank balances are generally valued at their nominal value plus accrued interest.

Time deposits are valued at their market value, provided that the time deposit may be canceled at any time and repayment is not at nominal value plus interest.

Units of investment undertakings are generally recognized at the most recently determined redemption price or at the most recent available trading price permitting reliable valuation. If these values are not available, units of investment funds are valued at the current market value deemed appropriate on the basis of a careful assessment using suitable valuation models and taking into consideration current market conditions.

##### **Securities lending transactions and repurchase agreements**

Repayment claims arising from securities lending transactions are governed by the applicable market value of the assets transferred as loans.

Assets sold under repurchase agreements for the account of the fund shall continue to be taken into account in the valuation. In addition, the amounts received for the account of the fund under repurchase agreements shall be reported as bank balances.

Assets purchased under repurchase agreements for the account of the fund shall not be taken into account in the valuation. Because of the payments made by the fund, a claim against the



transferor in the amount of the discounted repayment claims must be taken into account in the valuation.

#### **Assets denominated in foreign currency**

Assets denominated in foreign currency shall be converted on the same day into the currency of the fund using the exchange rate quoted for the respective currency pair on the Thomson Reuters trading platform.

#### **Sub-funds**

The fund is not a sub-fund of an umbrella structure.

#### **Units**

The rights of investors are represented by share certificates or are issued as electronic share certificates. Securitized share certificates are securitized exclusively in global certificates. These global certificates are kept at a central depository for securities. Investors are not entitled to receive physical delivery of individual share certificates. Units may only be acquired for holding in custody accounts. Units are made out to bearer.

#### **Obligation to deposit actual securities**

Bearer units in the form of definitive securities were issued for the investment fund in the past. According to the KAGB, these definitive securities may no longer remain in the possession of investors and must, along with the coupons not yet due, instead be held in collective custody by a central depository for securities, an authorized or recognized domestic or foreign central depository or another suitable foreign depository. Investors cannot demand that these definitive securities be re-issued to them. The Company may replace the deposited definitive securities with securitization of the corresponding units in a global certificate.

Bearer share certificates that were still not held in collective custody at one of the aforementioned institutions by December 31, 2016, became null and void after this date. This also applies to the coupons that are not yet due. As of January 1, 2017, the rights of the investors in question were instead represented in a global certificate. The investors then became co-owners, in proportion to their share of the fund's assets, of this global certificate and of the collective holdings to which the certificate pertains. They can still submit their void bearer share certificates to the custodian of the fund and demand that their units in the fund instead be credited to a custody account.

#### **Issue and redemption of units**

The Company prohibits all activities connected with market timing and similar practices, and it reserves the right to refuse buy, sell and exchange orders if it suspects that such practices are being applied. In such cases, the Company will take all measures necessary to protect the other investors in the fund.

#### **Issue of units**

The number of units issued is generally unlimited. Units can be purchased from the custodian. They are issued by the custodian at the issue price, which is equal to the net asset value per unit plus an initial sales charge. Acquisition through an intermediary is also generally possible; additional costs may be incurred when so doing. The Company reserves the right to suspend or definitively discontinue the issue of units. The issue of units may be suspended in whole or in part.

If a minimum investment is required for an investment, this fact is disclosed in the "Minimum investment" section of the special section.

It may be stipulated that units in certain unit classes of the fund may only be acquired and held by investors if these investors meet certain additional requirements. If applicable, these requirements are described in the "Units – Issue of units" section of the special section.

#### **Redemption of units**

Investors can request the redemption of units on each valuation date unless the Company has restricted or temporarily suspended the redemption of units (see section "Units – Suspension of the redemption of units"). Redemption orders shall be placed with the custodian or with the Company itself or through an intermediary (for example the institution maintaining the custody account). The Company is obligated to redeem units at the redemption price applicable on the settlement date, which corresponds to the net asset value per unit determined on that date less any applicable redemption fee. Redemption through an intermediary (for example the institution maintaining the custody account) is also possible; additional costs may be incurred for the investor when so doing.

#### **Settlement when issuing and redeeming units**

The Company complies with the principle of equal treatment of investors by ensuring that no investor can gain an advantage by buying or selling units at known net asset values per unit. It therefore imposes a daily order acceptance deadline. The settlement of issue and redemption orders received at the offices of the custodian or the Company by the order acceptance deadline shall take place no later than the valuation date following the date on which the order was received (= the settlement date) at the net asset value per unit determined on that date. Orders received by the custodian or the Company after the acceptance deadline are not settled until the valuation date immediately following that next valuation date (= the settlement date) at the net asset value per unit determined on that date. The special section and the Special Terms and Conditions of Investment can provide otherwise in particular individual cases. The order acceptance deadline for this fund is published on the Internet at [www.dws.com](http://www.dws.com). It can be changed by the Company at any time.

Third parties like the institution maintaining the custody account for the investor, for example, can additionally act as intermediaries in the issue and redemption of units. This can result in longer settlement periods. The Company has no influence on the different settlement arrangements of institutions maintaining custody accounts.

Unless otherwise provided for in the special section, the posting of the respective units or the transfer of the amount to be received takes place two bank business days after the settlement date. This period refers to the processing activity between the institution maintaining the custody account and the custodian. Posting or transfer from the institution maintaining the custody account to the desired recipient account must follow afterward, and may lead to additional delays. Investors should therefore allow sufficient time when planning for specific payment dates.

#### **Restriction of the redemption of units**

The Company may restrict the redemption of units for a total of up to 15 consecutive working days if the redemption requests from the investors reach a threshold of at least 10% of the net asset value on the first settlement date of the 15 working days. If the threshold is reached or exceeded, the Company decides according to its best judgment whether or not it will restrict the redemption on this settlement date. Where it decides to restrict the redemption, it may continue to do so for up to 14 consecutive working days on the basis of a daily discretionary decision. It may decide to do so if the redemption requests can no longer be executed in the interests of all investors due to the liquidity situation of the fund. This may be the case, for example, if the liquidity of the assets of the fund deteriorates due to political, economic or other market events and is therefore no longer sufficient for executing all of the redemption requests on the settlement date. In such cases, the redemption restriction should be considered a more moderate measure compared to a suspension of redemption.

If the Company decides to restrict the redemption, it shall only redeem the units on a pro rata basis at the redemption price applicable on the settlement date. Other than that, the redemption obligation shall not apply. This means that each redemption order is executed only on a pro rata basis according to a ratio determined by the Company. In the interests of the investors, the Company determines the ratio on the basis of the available liquidity and the total number of orders for the applicable settlement date. The extent of the available liquidity is heavily dependent on the current market environment. The ratio stipulates at what percentage the redemption requests are to be paid out on the settlement date. The part of the order that is not executed (remaining order) will not be executed by the Company at a later date but instead expires (pro-rata approach with forfeiture of the remaining order).

The Company decides each exchange trading day whether and on the basis of which ratio it will restrict redemption. The Company can restrict the redemption for a maximum of 15 consecutive working days. The possibility of suspending the redemption remains unaffected.

The Company immediately publishes information on the restriction of the redemption of units as well as the lifting of such restriction on its website.

The redemption price corresponds to the net asset value per unit determined on that day less a redemption fee, where applicable. Redemption through an intermediary (e.g., the institution maintaining the custody account) is also possible; additional costs may be incurred for the investor when so doing.

### Suspension of the redemption of units

The Company may suspend the redemption of units under exceptional circumstances that make a suspension appear necessary when taking into consideration the interests of investors. Such exceptional circumstances include, for example, the unscheduled closing of a stock exchange on which a significant portion of the securities of the fund is traded or that the assets of the fund cannot be valued. In addition, BaFin may order that the Company suspend the redemption of units if that is necessary in the interests of the investors or the public.

The Company reserves the right not to redeem or exchange units until it has disposed of assets of the fund without delay, but serving the interests of all investors, at the redemption price then applicable. A suspension without subsequent resumption of the redemption of units can lead directly to a liquidation of the investment fund (see section "Liquidation, transfer and merger of the fund").

The Company shall notify the investors, by means of an announcement in the Bundesanzeiger and on the Internet at [www.dws.com](http://www.dws.com), about the suspension of the redemption of units and its resumption. The institutions maintaining the custody accounts shall also inform investors by means of a durable medium, such as on paper or in electronic format.

### Liquidity management

The Company has specified written principles and procedures that enable it to monitor the fund's liquidity risks and to ensure that the liquidity profile of the investments of the fund matches the underlying liabilities of the fund. The principles and procedures include:

- The Company monitors the liquidity risks that may arise at the level of the fund or of the assets. It makes an assessment of the liquidity of the assets held in the fund in relation to the fund's assets and stipulates a liquidity ratio. The evaluation of liquidity

includes, for example, an analysis of the trading volume, the complexity of the asset and the number of trading days that are required to dispose of the respective asset without influencing the market price. The Company also monitors the investments in target funds and their redemption policies, and any resulting impact on the liquidity of the fund.

- The Company monitors the liquidity risks that can result from elevated demand by investors for the redemption of units. Here it forms expectations about net changes in capital, taking into account available information on the investor structure and experience from historical net changes in capital. It takes into account the effects of large-scale call risks and other risks (such as reputational risks).
- The Company has established adequate liquidity risk limits for the fund. It monitors compliance with these limits and has specified procedures to follow if the limits are or might be exceeded.
- The procedures instituted by the Company ensure consistency between liquidity ratio, the liquidity risk limits and the net changes in capital to be expected.

The Company reviews these principles regularly and updates them accordingly.

The Company conducts stress tests on a regular basis, at least once each year, with which it can evaluate the liquidity risks of the fund. The Company conducts the stress tests on the basis of reliable and current quantitative or, where that is not appropriate, qualitative information. This information includes investment strategy, redemption periods, payment obligations and periods within which the assets can be sold, as well as information relating to general investor behavior and market developments. The stress tests simulate any potential lack of liquidity of the assets in the fund, as well as requests for redemptions that are unusual in terms of number and scope. They cover market risks and their effects, including margin calls, collateral requirements or lines of credit. They take into account valuation sensitivities under stress conditions. They are performed at frequencies appropriate for the type of fund, taking into account the investment strategy, the liquidity profile, the type of investor and the redemption principles of the fund.

The redemption rights under normal and exceptional circumstances, as well as the restriction or suspension of the redemption of units, are presented in the sections "Units – Issue of units," "Units – Redemption of units," "Units – Restriction of the redemption of units" and "Units – Suspension of the redemption of units." The associated risks are explained under "Risk warnings – Risks of investing in the fund – Restriction of the redemption of units – Suspension of the redemption of units" and "Risk warnings – Risks of restricted or elevated liquidity of the fund and risks associated with increased redemptions (liquidity risk)."

### Stock exchanges and markets

The Company may have the units of the fund admitted to trading on a stock exchange or in organized markets; currently the Company is not availing itself of this option.

The possibility of the units also being traded in other markets without the Company's consent cannot be ruled out. A third party can, without the consent of the Company, arrange for the units to be included in the open market or in other over-the-counter trading.

The market price underlying trading in other markets is not determined exclusively by the value of the assets held in the fund. Supply and demand are also contributing factors. Therefore, this market price may vary from the net asset value per unit determined by the Company or the custodian.

### Fair treatment of investors and unit classes

Unless the special section provides otherwise, all units issued have the same configuration characteristics and no unit classes shall be formed. If the special section does provide for the formation of unit classes, all issued units of a specific unit class shall have the same configuration characteristics. Additional unit classes may be formed. The unit classes may especially differ with respect to the distribution policy, the initial sales charge, the redemption fee, the currency of the net asset value per unit, the management fee / all-in fee, the minimum investment or a combination of these features.

It may be stipulated that units in certain unit classes of the fund may only be acquired and held by investors if these investors meet certain additional requirements. If applicable, these requirements are described in the "Units – Issue of units" section of the special section.

The Company shall treat the fund's investors fairly. When managing liquidity risk and redeeming units, it may not place the interests of one investor or group of investors ahead of the interests of another investor or group of investors.

Regarding the procedures used by the Company to ensure the fair treatment of investors, see the sections "Units – Settlement when issuing and redeeming units," "Units – Liquidity management" and "Fair treatment of investors/Handling of conflicts of interest."

### Issue and redemption prices

In calculating the issue price and the redemption price for the units, the custodian determines on each valuation date, with the participation of the Company, the value of the assets owned by the fund less any liabilities of the fund (the "net asset value").

Dividing the net asset value thus determined by the number of units issued gives the net asset value per unit.

In calculating the issue price and the redemption price for the units, the custodian, with the participation of the Company, determines a net asset value on each valuation date. If stipulated in the Terms and Conditions of Investment, the Company shall apply partial swing pricing for all issues and redemptions of units on the valuation date.

Swing pricing is a method of calculating the net asset value per unit whereby the transaction costs arising from redemptions or issues of units are apportioned to the unitholders whose orders caused the trades. For this, the net asset value is first determined by the value of the assets belonging to the fund less the liabilities. Dividing the net asset value thus determined by the number of units issued gives the net asset value per unit, which is additionally modified up or down ("swing factor"). In the case of partial swing pricing, this mechanism is then only applied if the imbalance of unit redemptions and unit issues on the respective valuation date exceeds a threshold value defined by the Company. The Company determines the threshold value as a percentage amount using several criteria such as market conditions, market liquidity, risk analyses.

The swing factor takes into account transaction costs caused by an excess of redemption or issue requests. The Company determines the swing factor depending on various parameters (e.g., taking into account transaction costs, bid/ask spreads, effects on the market price). The swing factor shall not exceed 2% of the net asset value.

A higher swing factor can be set in an extraordinary market environment (this may be the case, for example, if the fund's assets cannot be valued or trading of financial instruments in the markets is considerably affected due to political, economic or other events). In such a case, the Company shall publish a corresponding notification about such an increase on its website [www.dws.com](http://www.dws.com).

If there is an excess of redemptions on a settlement date on which the threshold is exceeded, the net asset value per unit or share is reduced by the swing factor. If there is an excess of issues on a settlement date on which the threshold is exceeded, the net asset value per unit or share is increased by the swing factor.

The value for the fund's units is determined on all exchange trading days in Germany. On public holidays in Germany that are exchange trading days, as well as on December 24 and December 31 of each year, the Company and the custodian may refrain from calculating these prices. No calculation of the net asset value per unit currently takes place on New Year's Day, Good Friday, Easter Monday, May Day, Ascension Day, Whit Monday, Corpus Christi, the Day of German Unity, Christmas Eve, Christmas Day, St. Stephen's Day and New Year's Eve. There are some additional days such as foreign holidays that can also be excluded as valuation days in the special section.

### **Suspension of the calculation of the issue and redemption prices**

The Company may suspend the calculation of the issue and redemption prices under the same conditions as the redemption of units. These circumstances are explained in more detail in the section entitled "Units – Suspension of the redemption of units."

### **Initial sales charge and redemption fee**

Precise details on the initial sales charge and on the redemption fee are presented in the sections "Issue and redemption prices – Initial sales charge" and "Issue and redemption prices – Redemption fee" in the special section.

### **Costs**

#### **Costs related to the issue and redemption of units**

No additional costs are charged by the Company or the custodian for the issue and redemption of units at the respective issue price (net asset value per unit plus any applicable initial sales charge) or redemption price (net asset value per unit less any applicable redemption fee).

If the investor acquires units through third parties, these third parties can assess costs that are higher than the initial sales charge. If the investor redeems units through third parties, these third parties can assess their own costs when redeeming the units.

#### **Administrative and other costs**

Details on administrative and other costs are presented in the section "Administrative and other costs" in the special section.

#### **Circumstances particular to the acquisition of investment fund units**

In addition to the fees for the management of the fund, a management fee is also assessed for the units of target funds held in the fund.

In connection with the acquisition of target fund units, the following types of fees, costs, taxes, commissions and other expenses are borne directly or indirectly by the investors of the fund:

- the management fee / all-in fee of the target fund;
- the performance-based fee of the target fund;
- the initial sales charges and redemption fees of the target fund;
- reimbursements of expenses by the target fund;
- other costs.

When acquiring units of affiliated funds, i.e., target funds, that are managed directly or indirectly by the Company itself or by another company with which the Company is affiliated by virtue of joint management or control, or through a material direct or indirect equity interest of more than 10% of the capital or voting rights (hereinafter "affili-

ated fund"), the Company itself or the other company may not charge initial sales charges and redemption fees for acquisitions and redemptions.

Regulations governing the handling of any management fee or all-in fee charged on the acquisition of units of target funds can be found in the section "Circumstances particular to the acquisition of investment fund units" in the special section.

The annual and semiannual reports will contain a disclosure of the initial sales charges and redemption fees that have been charged to the fund during the reporting period for the acquisition and redemption of units of target funds. Also disclosed in the annual and semiannual reports will be the fee that was charged to the fund as a management fee or all-in fee for the target fund units held in the fund by a domestic or foreign company, or by a company with which the Company is affiliated through a material direct or indirect equity interest.

#### **Statement of total expense ratio**

In the annual report, the costs accrued and charged to the fund during the fiscal year are disclosed and reported as a ratio of the fund's average net assets ("total expense ratio"). Costs consist of fees for the management of the fund (including any applicable performance-based fee), the remuneration of the custodian and the additional expenses that can be charged to the fund (see sections "Administrative and other costs" and "Administrative and other costs – Circumstances particular to the acquisition of investment fund units" in the special section). If the fund invests a substantial portion of its assets in other open-ended investment undertakings, the total expense ratio of these target funds is additionally taken into account. The total expense ratio includes neither incidental costs nor costs incurred in the purchase and sale of assets ("transaction costs").

#### **Different expense statement from distributors**

If the investor is advised on the acquisition of units by third parties or if these act as intermediaries for the purchase, they may charge the investor expenses or shares of expenses which are not identical to the expense information in this Sales Prospectus and in the Key Information Document and which may exceed the total expense ratio described here. The reason for this may especially be that the third party additionally takes the costs of its activities into account (such as brokerage, advisory or custody services). In addition, it may also take into account any one-time costs such as initial sales charges and generally uses other calculation methods, or also estimates, for costs incurred at fund level, which include, in particular, transactions costs for the fund.

Deviations in the expense statement may arise with regard to the information prior to the conclusion of the contract but also in the event of the

provision of any regular cost information regarding the existing fund investment as part of a permanent business relationship with the client.

### Compensation policy

The Company as a subsidiary of DWS Group GmbH & Co. KGaA ("DWS KGaA") is included in the compensation strategy of the DWS Group (DWS KGaA and its subsidiaries). All matters related to compensation, as well as compliance with regulatory requirements, are monitored by the relevant governing bodies of the DWS Group. The DWS Group pursues a total compensation approach that comprises fixed and variable compensation components and contains portions of deferred compensation, which are linked both to individual future performance and the sustainable development of the DWS Group. Under the compensation strategy, particularly employees of the first and second management level receive a portion of the variable compensation in the form of deferred compensation elements, which are largely linked to the long-term performance of the DWS share price or of the investment products.

In addition, the compensation policy applies the following guidelines:

- a) The compensation policy is consistent with and conducive to sound and effective risk management and does not encourage the assumption of excessive risk.
- b) The compensation policy is consistent with the business strategy, objectives, values and interests of DWS Group (including the Company, the investment funds it manages and the investors of these investment funds) and includes measures to avoid conflicts of interest.
- c) Performance is generally evaluated on a multi-year basis.
- d) The fixed and variable components of the total compensation are proportionate to each other, with the share of the fixed component in the total compensation being high enough to provide complete flexibility with regard to the variable compensation components, including the possibility of waiving payment of a variable component.

Further details on the current compensation policy are published on the Internet at <https://www.dws.com/footer/Legal-Resources/dws-remuneration-policy>. This includes a description of the calculation methods for compensation and bonuses to specific employee groups, as well as the specification of the persons responsible for the allocation, including members of the Compensation Committee. The Company shall provide this information free of charge in paper form upon request. Moreover, the Company provides additional information on employee compensation in the annual report.

## Determination of income

### Determination of income, income adjustment procedure

The fund generates income in the form of the interest, dividends and income from investment fund units that have accrued during the fiscal year and have not been applied to cover costs. The fund additionally receives considerations from lending transactions and repurchase agreements. Further income can result from the disposal of assets held for the account of the fund.

The Company uses a so-called "income adjustment procedure" for the fund. This prevents the share of distributable income in the unit price from fluctuating as a result of capital inflows and outflows. Otherwise, any inflows of capital into the fund during the fiscal year would lead to less income being available for distribution per unit at the distribution dates than would be the case with a constant number of units in circulation. In contrast, any outflows of capital would lead to more income being available for distribution than would be the case with a constant number of units in circulation. In order to prevent this, the distributable income over the fiscal year that the purchaser of units must pay as part of the issue price, and that the seller of units receives as part of the redemption price, is continually calculated and entered as a distributable item in the income statement.

In doing so, it is accepted that investors acquiring units shortly before a distribution date, for instance, will receive back the portion of the issue price attributable to income in the form of a dividend, even though their paid-in capital did not contribute to the generation of that income.

## Liquidation, transfer and merger of the fund

### Conditions for the liquidation of the fund

The investors are not entitled to demand the liquidation of the fund. The Company may, however, terminate its right to manage the fund by giving a minimum of six months' notice by way of an announcement in the Bundesanzeiger and additionally in the annual report or semiannual report. The institutions maintaining the custody accounts shall also inform investors about the termination by means of a durable medium, such as on paper or in electronic format. Upon the effective termination of its management, the Company's right to manage the fund shall cease.

The Company's right to manage shall also cease upon the institution of bankruptcy proceedings concerning its assets or when a judicial order by which the application for the institution of such proceedings is rejected for lack of assets becomes final and binding. When the Company's right to manage expires, the right to manage and dispose of the fund passes to the custodian,

which shall wind up the fund and distribute the proceeds to the investors or, with the approval of BaFin, transfer management to another asset management company.

### Procedure for the liquidation of the fund

Once the right to manage and dispose of the fund passes to the custodian, the issue and redemption of units ceases and the fund is wound up.

The proceeds from the sale of the fund's assets, less any remaining costs still payable by the fund and the costs associated with the liquidation, are distributed to the investors. The investors shall be entitled to a share of the liquidation proceeds that is proportional to the number of units they hold in the fund.

The Company will prepare a liquidation report, dated to the day on which its right to manage expires, that meets the requirements of an annual report. No later than three months after the date of liquidation of the fund, the liquidation report is published in the Bundesanzeiger. While the custodian liquidates the fund, it prepares liquidation reports that meet the requirements of an annual report annually and on the date that the liquidation is completed. These reports must also be published in the Bundesanzeiger no later than three months after the date of liquidation.

### Settlement of the distribution of the liquidation proceeds

Settlement takes place three bank business days after the liquidation date. This period refers to the processing activity between the institution maintaining the custody account and the custodian. Posting or transfer from the institution maintaining the custody account to the desired recipient account must follow afterward, and may lead to additional delays. Investors should therefore allow sufficient time when planning for specific payment dates.

### Transfer of the fund

The Company may transfer the right to manage and dispose of the fund to another asset management company. The transfer requires the prior written approval of BaFin. The approved transfer shall be announced in the Bundesanzeiger (Federal Gazette) and, in addition, in the annual report or semiannual report for the fund, as well as in the electronic information media designated in the Sales Prospectus. The time at which the transfer becomes effective is determined by the contractual arrangements between the Company and the receiving asset management company. However, the transfer shall take place no sooner than three months after its announcement in the Bundesanzeiger. All rights and obligations of the Company in relation to the fund are then transferred to the receiving asset management company.

### Conditions for the merger of the fund

All the assets of this fund may, with the approval of BaFin, be transferred to another currently existing investment undertaking or to a new investment undertaking established by the merger that must fulfill the requirements of a UCITS and which was launched in Germany or in another EU or EEA state. The transfer takes effect at the end of the fund's fiscal year (the "key date of transfer"), unless another key date of transfer is specified.

### Rights of investors in the merger of the fund

The Company must, in advance of the proposed key date of transfer, inform investors by means of a durable medium, such as on paper or in electronic format, about the reasons for the merger, the potential effects for investors and the rights of investors in connection with the merger, as well as about material procedural aspects. The Key Information Document for the investment undertaking to which the assets of the fund are to be transferred must also be sent to investors. The investor must receive the aforementioned information at least 30 days in advance of the deadline for the redemption or exchange of the investor's units.

Investors have five working days before the proposed key date of transfer to either return their units at no additional cost other than the costs incurred for the liquidation of the fund or to exchange their units for units of another open-ended retail investment undertaking that is also managed by the Company or another entity belonging to the same group of companies and whose investment principles are comparable to those of the fund.

On the key date of transfer, the net asset values of the fund and of the receiving investment undertaking are calculated, the conversion ratio is determined, and the entire exchange procedure is examined by the auditor. The conversion ratio is calculated on the basis of the ratio of the net asset values per unit of the fund and of the receiving investment undertaking at the time of the transfer. The investor receives the number of units of the receiving investment undertaking that corresponds to the value of the units held in the fund.

If investors do not avail of their redemption or exchange right, they become investors in the receiving investment undertaking on the key date of transfer. The Company also has the option to arrange with the management company of the receiving investment undertaking that investors in the fund shall receive a disbursement in cash of up to 10% of the value of their units. Once all the assets of the fund are transferred, the fund ceases to exist. If the transfer takes place during the current fiscal year of the fund, the Company must prepare a report, dated to the key date of transfer, that meets the requirements of an annual report.

The Company will announce in the Bundesanzeiger and on the Internet at [www.dws.com](http://www.dws.com) when the fund was merged into another investment undertaking managed by the Company and when the merger took effect. If the fund is merged into an investment undertaking that is not managed by the Company, the management company that administers the receiving or newly established investment undertaking makes the announcement of the merger taking effect.

### Outsourcing

The Company has outsourced the following activities. Some of the activities were in turn delegated to other outsourcing companies:



Seq. no.	Outsourcing company	Outsourcing measure	Conflicts of interest*
1	DWS Group GmbH & Co. KGaA, Frankfurt/Main	Anti-Money Laundering/Anti-Financial Crime: Security measures to prevent money laundering and terrorist financing, as well as all other criminal activity	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
1a	Adviser Compliance Associates, LLC d/b/a ACA Group, Silver Spring (USA)	Use of the ComplianceAlpha application	Group 1
2	DWS Group Services UK Ltd., London (UK)	Anti-Money Laundering/Anti-Financial Crime: Definition of the AFC change strategy. Coordination and reporting of global AFC change activities	Group 2
3	Deutsche Bank AG, Frankfurt/Main	Anti-Money Laundering/Anti-Financial Crime: Security measures to prevent money laundering and terrorist financing, as well as all other criminal activity	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
3a	DB USA Core Corporation, New York (USA)	Anti-Money Laundering/Anti-Financial Crime: Services in the area of prevention of money laundering and terrorist financing, as well as all other criminal activity	Group 2
4	DWS International GmbH, Frankfurt/Main	Management of access and user profiles for the "Aladdin" IT platform	Group 2
5	BlackRock Financial Management, Inc., New York (USA)	Use of the "Aladdin" IT platform to support portfolio and risk management.	Group 1
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
5a	Oracle Financial Services Software Inc, Bangalore and Mumbai (India)	Delegation of activities in connection with the preparation of the "Green Package" reports (portfolio risk management and compliance reports)	Group 1
5b	BlackRock Capital Management, Inc., Wilmington (USA)		
5c	BlackRock Investment Management, LLC, Wilmington (USA)		
5d	BlackRock Institutional Services, Inc., Wilmington (USA)		
5e	BlackRock Institutional Trust Company, N.A., San Francisco (USA)	Delegation of activities in connection with the use of the "Aladdin" IT platform to ensure global, cross-timezone IT and user support	Group 1
5f	BlackRock Asset Management Investor Services Limited, London (UK)		
5g	BlackRock (Netherlands) B.V - Frankfurt/Main Branch		
5h	BlackRock (Netherlands) B.V.		
5i	BlackRock Services India Pvt. Ltd, Gurgaon (India)		
5j	BlackRock Japan Co., Ltd., Tokyo (Japan)		
5k	BlackRock Advisors Singapore Pte Limited, Singapore (Singapore)		
5l	BlackRock Hungary Kft. (Hungary)		
6	DWS Group GmbH & Co. KGaA, Frankfurt/Main	Internal Audit	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
6a	Wolters Kluwer TAA TeamMate GmbH, Hilden	Use of the TeamMate application	Group 1
7	State Street Bank International GmbH, Munich	Collateral services for OTC transactions, securities lending transactions and securities repurchase agreement transactions	Group 1
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
7a	Euroclear Bank SA/NV	Collateral services for securities lending transactions	Group 1
8	Bank of New York Mellon, London (UK)	Management of collateral for securities lending transactions including, where appropriate, derivative transactions	Group 1
9	Bank of New York Mellon SA/NA, Brussels (Belgium)	Management of collateral for securities lending transactions including, where appropriate, derivative transactions	Group 1
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
9a	The Bank of New York Mellon, New York Branch (USA)		
9b	The Bank of New York Mellon, Orlando Branch (USA)	Management of collateral for securities lending transactions including, where appropriate, derivative transactions	Group 1
9c	The Bank of New York Mellon, Singapore Branch		

Seq. no.	Outsourcing company	Outsourcing measure	Conflicts of interest*
9d	The Bank of New York Mellon, London Branch (UK)	Management of collateral for securities lending transactions	Group 1
9e	BNY Mellon International Operations India Private Limited, Pune	including, where appropriate, derivative transactions	
10	DWS Group GmbH & Co. KGaA, Frankfurt/Main	Business Line Compliance, Compliance Testing Service	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
10a	StarCompliance Operating LLC, York, North Yorkshire (UK)	Use of the StarCompliance software	Group 1
11	DWS International GmbH, Frankfurt/Main	Compliance: Trade Surveillance	Group 2
12	Deutsche Bank AG, Frankfurt/Main	Compliance Global, Regional & Country Management Services, Compliance Support of Infrastructure Entities, Regulatory Changes Management, Employee Compliance, Control Room, DB Group Guidelines Structure, Position Reporting, Global Regulatory Risk Assessment, Conduct Risk, Compliance Framework, Training Services	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
12a	Deutsche Bank Securities Inc., New York (USA)	Compliance Global, Regional & Country Management Services, Regulatory Changes Management, Employee Compliance, Control Room, Position Reporting, Communication Surveillance	Group 2
12b	DB USA Core Corporation, Florida (USA)	Compliance: Employee Compliance, Control Room, Position Reporting, Communication Surveillance, Regulatory Changes Management.	Group 2
12c	DB USA Core Corporation, New Jersey (USA)	Compliance: Training Services	Group 2
12d	DBOI Global Services (UK) Ltd., Birmingham (UK)	Compliance: Employee Compliance, Control Room, Position Reporting, Communication Surveillance, Regulatory Risk Assessment	Group 2
12e	Deutsche India Private Ltd., Bangalore (India)	Compliance: Employee Compliance, Communication Surveillance	Group 2
13	DWS Beteiligungs GmbH, Frankfurt/Main	HR Services	Group 2
14	DWS Group GmbH & Co. KGaA, Frankfurt/Main	HR Services	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
14a	Workday Ltd., Ireland	Use of the Workday application	Group 1
14b	beqom S.A., Nyon (Switzerland)	Use of the Beqom application	Group 1
14c	Alight / Northgate Arinso Deutschland GmbH, Mörfelden-Walldorf	Use of the Alight application	Group 1
15	Deutsche Bank AG, London Branch (UK)	HR services	Group 2
16	Deutsche Bank AG, Frankfurt/Main	HR services	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
16a	Deutsche India Private Ltd., Mumbai (India)		Group 2
16b	DB USA Core Corp, XXX USA	Support in the area of HR services	Group 2
16c	DB HR Solutions GmbH, XXX		Group 2
17	DWS Investment S.A. Luxembourg	Maintenance of third-party fund data in connection with business activities of the investment account service	Group 1
18	DWS International GmbH, Frankfurt/Main	Support in monitoring of and compliance with investment guidelines	Group 1
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
18a	Averroes Concept Lounge GmbH, XXX	Consulting (process optimization and solutions) in the area of investment guidelines	Group 1
19	DB Print GmbH, Frankfurt/Main	Investment account service: printing services	Group 2
20	DWS India Private Ltd., Mumbai (India)	Investment account service: printing services	Group 2
21	Swiss Post Solutions GmbH, Bamberg	Scanning, data collection and printing services in connection with business activities of the investment account service	Group 1
22	DWS Beteiligungs GmbH, Frankfurt/Main	IT operations development and support for IT applications	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
22a	Deutsche Bank AG, Frankfurt/Main (outsourced to IBM Deutschland GmbH, Stuttgart)	Data center, platform and application services	Group 2
22b	Deutsche Bank AG, Frankfurt/Main (outsourced to Hewlett Packard GmbH, XXX)	Outsourcing of IT infrastructure for key accounts and business clients, including the operating platform, data storage and hosting	Group 2



Seq. no.	Outsourcing company	Outsourcing measure	Conflicts of interest*
22c	ServiceNow Nederland B.V., Amsterdam (Netherlands)	Use of the ServiceNow application (IT service management and ticketing system for the entire DWS Group)	Group 1
22d	Palo Alto Networks (Netherlands) B.V., Amsterdam (Netherlands)	Use of the Palo Alto Prisma Cloud application	Group 1
23	Deutsche Bank AG, Frankfurt/Main	Activities in connection with "eWorkplace"-based jobs and the associated IT user support	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
23a	ATOS IT Solution GmbH, Munich	Activities in connection with "eWorkplace"-based jobs and the associated IT user support	Group 1
24	DWS International GmbH, Frankfurt/Main	Acceptance of clients and verification of semiprofessional and professional investors of specialized funds of DWS Investment GmbH (KYC) as well as acceptance of clients and verification of distributors for mutual funds of DWS Investment GmbH (KYI) for compliance with anti-money laundering legislation	Group 2
25	DWS International GmbH, Frankfurt/Main	Support for product-related activities, legal examinations of investment funds and associated fund documents.	Group 2
26	DWS Group GmbH & Co. KGaA, Frankfurt/Main	Legal advisory services and support in legal matters	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
26a	Wolters Kluwer ELM Solutions, Inc., Houston (USA)	Support in the area of legal advisory services	Group 1
27	DWS Beteiligungs GmbH, Frankfurt/Main	Legal advisory services and support in legal matters	Group 2
28	Deutsche Bank AG, Frankfurt/Main	General legal advisory services	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
28a	Deutsche India Private Ltd., Bangalore Branch, India	Support in the area of legal advisory services (invoicing and reporting)	Group 2
28b	Deutsche India Private Ltd., Mumbai, India	Support in the area of legal advisory services	Group 2
29	DWS Beteiligungs GmbH, Frankfurt/Main	Trade Processing, Fund Accounting, Reporting & Performance Measurement, Account Reconciliation	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
29a	DWS India Private Ltd., Mumbai (India)	Support in the area of trade processing (matching & settlement), Fund Accounting & Corporate Actions, Account Reconciliation, Reporting	Group 2
29b	DWS India Private Ltd., Mumbai (India)	Data Quality Management Processing	Group 2
29c	StatPro (Deutschland) GmbH, Frankfurt/Main	Performance measurement application - StatPro Revolution	Group 1
29d	IDS GmbH, Munich	Preparation of Solvency II reports and analyses for insurance customers	Group 1
29e	DWS India Private Ltd., Mumbai (India)	Support in the area of reporting	Group 2
29f	SimCorp GmbH, Bad Homburg	Use of SimCorp Coric IT software for the purposes of client reporting, performance measurement and customer relationship management	Group 1
30	Dräger+Wullenwever print+media Lübeck GmbH & Co. KG, Lübeck	Outsourcing of printing and logistics services for prospectuses, reports and sales documents as well as typesetting services with the help of a content management system for prospectuses and reports	Group 1
31	DWS Beteiligungs GmbH, Frankfurt/Main	Contract management and tendering procedures	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
31a	AMBA HOLDINGS INC, XXX	Support for the processing of tenders (RFP support)	Group 1
31b	DWS International GmbH, Frankfurt/Main	Support in contract management as well as tendering procedures	Group 2
32	DWS International GmbH, Frankfurt/Main	Support in the area of risk management	Group 2
33	DWS International GmbH, Frankfurt/Main	Customer care (service center)	Group 2
34	DB Direkt GmbH, Frankfurt/Main	Customer care (B2C)	Group 2
35	DWS India Private Ltd., Mumbai (India)	Investment research and backtesting of model portfolios for the overlay area	Group 2
36	DWS Investment Management Americas Inc., New York (USA)	Execution of trades in securities, derivatives and currencies for all regions, but with a focus on the American region.	Group 2
37	DWS International GmbH, Frankfurt/Main	Execution of trades in securities, derivatives and currencies for all regions, but with a focus on the EMEA region.	Group 2

Seq. no.	Outsourcing company	Outsourcing measure	Conflicts of interest*
38	DWS Investments (Hong Kong) Ltd., XXX	Execution of trades in securities, derivatives and currencies from the Asia-Pacific region. In exceptional situations, securities, derivatives and currencies from other regions may also be traded.	Group 2
39	DWS Beteiligungs GmbH, Frankfurt/Main	Finance: bookkeeping, accounting and reporting	Group 2
40	Deutsche Bank AG, Frankfurt/Main	Accounting and bookkeeping services	Group 2
41	DWS GLOBAL BUSINESS SERVICES, INC., Taguig City (Philippines)	Accounting and bookkeeping services	Group 2
42	Barra, LLC & MSCI Ltd., London (UK)	Use of the BARRAONE and BARRA PORTFOLIO MANGER software to conduct risk and return analyses.	Group 1
43	Feedstock Ltd., London (UK)	Research consumption monitoring	Group 1
44	DWS Group GmbH & Co. KGaA, Frankfurt/Main	Procurement: Asset management company procurement	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
44a	SAP Deutschland SE & Co. KG, Walldorf	Use of the SAP Concur application	Group 1
44b	ProcessUnity Ireland Ltd., XXX Ireland	Use of the ProcessUnity application	Group 1
45	DWS Group GmbH & Co. KGaA, Frankfurt/Main	Risk management	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
45a	ACL Services Ltd., Vancouver, BC, Canada	Use of the Galvanize application	Group 1
46	DWS Group GmbH & Co. KGaA, Frankfurt/Main	Use of the DUCO software for processing, consolidating and standardizing data (e.g., SWIFT messages, custodian statements and reports, active fund reports)	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
46a	Duco Technology Ltd., London (UK)	Use of the DUCO Reconciliation application	Group 1
47	RREEF America LLC., Wilmington (USA)	Support for the management of DWS Investment private debt portfolios	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
47a	Mercatus Inc., San Mateo (USA)	Support for the management of DWS Investment private debt portfolio	Group 1
48	DWS India Private Ltd., Mumbai (India)	IT operations development and support for IT applications	Group 2
49	DWS Group GmbH & Co. KGaA, Frankfurt	Support for the CISO function	Group 2
	<b>Sub-outsourced/Delegated to:</b>	<b>Part of outsourcing measure:</b>	<b>Conflicts of interest</b>
49a	Key Factor Inc., OH (USA)	Use of the Key Factor application	Group 1
49b	NCC Services Ltd., Manchester (UK)	Use of the NCC application	Group 1
50	MorgenFund GmbH, Frankfurt/Main	Management of investment accounts (OAP services)	Group 1

**\* Conflicts of interest in relation to outsourcing:**

Group 1: No conflicts of interest are identified. Potential conflicts of interest would be managed by the configuration of the outsourcing contract.

Group 2: The outsourcing company is a company affiliated with the Company. It cannot be ruled out that the contract might have been concluded in another form if a management company were involved that is not linked under corporate law or personally.

**Additional information**

The list of outsourcing companies is current as of the date indicated on the title page of this Sales Prospectus. Upon request, the Company will provide investors with the most up-to-date information on the list of outsourcing and sub-outsourcing companies as well as on conflicts of interest that could arise from the outsourcing. The most up-to-date list of outsourcing and sub-outsourcing companies as well as conflicts of interest that could arise from the outsourcing can also be found on the Internet at <https://www.dws.com/en-lu/footer/Legal-Resources>.

## Fair treatment of investors / Handling of conflicts of interest

### Guiding principle

The Company conducts its operations in such a way that conflicts of interest are handled in a fair manner, both between the Company, its employees and its clients and between one client and another. In conflicts of interest between the Company or its employees on the one hand and the client on the other hand, client interests shall always take priority.

### Introduction

As a globally active financial services provider, the Company and its affiliated companies within the Deutsche Bank Group (including Deutsche Bank AG) are constantly confronted with actual or potential conflicts of interest. It is a principle of the Company to take all reasonable steps to establish organizational structures and to apply effective administrative measures to enable the identification, handling and monitoring of the conflicts in question.

The Company's management is responsible for ensuring that the systems, controls and procedures of the Company for the identification, monitoring and resolution of conflicts of interest are appropriate. The Compliance and Legal departments of the Company provide support in the identification and monitoring of actual and potential conflicts of interest.

The Company has appropriate procedures in place to identify, handle and monitor actual or potential conflicts of interest on a division-specific basis. The Company has established principles for handling conflicts of interest; they are available on the Internet at <https://www.dws.com/Legal-Resources#conflicts-of-interest-policy.htm> in their respective current version.

### Objective

The Company will take reasonable steps to identify and appropriately handle conflicts of interest that have a material adverse effect on client interests. Corresponding guidelines specify the requirements for appropriate procedures and measures at Group and divisional level to identify, prevent and, where prevention is not possible, handle all such material conflicts of interest in the best interests of the affected clients.

### Fair treatment of investors

The Company is obligated to treat the fund's investors fairly. It manages the fund according to the principle of fair treatment of investors by not giving preferential treatment to some investment funds, and investors of the investment funds, at the expense of others. The decision-making processes and organizational structures of the Company are aligned accordingly.

The Company is aware that conflicts of interest may arise based on the functions that employees of the Company and companies affiliated with the Company perform as members of

the Deutsche Bank Group. In respect of such eventualities, each Deutsche Bank Group member has undertaken to endeavor, to a reasonable extent, to resolve such conflicts of interest equitably (with regard to the members' respective duties and responsibilities), and to ensure that the interests of the investors are not adversely affected. The Company is of the view that Deutsche Bank Group members possess the required aptitude and competence to perform such duties.

### (Potential) Material conflicts of interest

The following material conflicts of interest can have a negative impact on the economic result achievable by the investor and in particular lead to lower payouts to investors (see also the risk warnings).

In addition, other conflicts of interest can exist or occur in the future that might also have a negative impact particularly on the economic result achievable by the investor, and lead to lower payouts to investors.

#### 1. Conflicts of interest at the level of the Company

Deutsche Bank AG and the Company, as well as the persons taking actions at these companies, are all members of the Deutsche Bank Group (collectively "Affiliated Entities"). Some of them are also involved or active in the same or similar functions at other funds as at this fund, or will be in the future. This can give rise to conflicts of interest.

The Affiliated Entities are directly or indirectly connected to each other under corporate law or personally. The partial identities of the companies involved, and the corporate or personal links between them, can lead to conflicts of interest. It cannot be ruled out that contracts material for the fund might have been concluded in another form if only such companies were involved that do not perform multiple functions and are not linked under corporate law or personally.

The interests of the Affiliated Entities and related parties can conflict with each other. In the event of conflicts of interest affecting the Company, the Company will endeavor to resolve such conflicts in favor of the fund's investors. Insofar as the interests of the investors are also affected, the Company will endeavor to avoid any conflicts of interest and, if it is impossible to avoid such conflicts, to ensure that unavoidable conflicts of interests are resolved while suitably protecting the interests of the investors.

The fund can invest in financial instruments (e.g., money market funds) whose underlyings are the companies of the Deutsche Bank Group and their subsidiaries, or Affiliated Entities. In some cases, such transactions, derivative transactions, derivatives contracts or similar items may have to be evaluated on the basis of information provided by the counterparties. Such information may constitute in these cases the basis for calculation

of the value of particular assets of the respective fund by the custodian. This can give rise to conflicts of interest.

Assets of the fund in the form of bank balances, units of investment undertakings or securities (to the extent permissible according to the terms and conditions of investment of the respective fund) may be deposited with Affiliated Entities in accordance with the legal provisions at the custodian. Bank balances of the fund may be invested in securities or certificates of deposit issued by Affiliated Entities or in bank deposits offered by Affiliated Entities. This can have the consequence that, in addition to the interest rate (e.g., for bank balances), other factors concerning the investment become relevant as well (e.g., flow of information, but also and especially the interest of the Affiliated Entities in investments in their own products or those of Affiliated Entities). Banking or comparable transactions can also be conducted with or through the Affiliated Entities. Affiliated Entities can further be counterparties in derivative transactions or derivatives contracts. This can give rise to conflicts of interest in the valuation of such derivative transactions or derivatives contracts.

Notwithstanding provisions to the contrary in this document, the Company may actively conduct transactions for the account of other funds that involve the same units, real estate, securities, assets and instruments in which the Company will invest. The Company may provide for other funds and accounts investment management and advisory services and administrative services that have similar or different investment objectives to those of the fund and/or which can execute investment programs similar to those of the fund and in which they have no involvement. The portfolio strategies that are used for these or other investment funds could conflict with the transactions and strategies that are recommended by the Affiliated Entities in the management of the fund, and adversely affect the prices and availability of the units, securities and instruments in which the fund invests.

The Company devotes to the activities of the fund as much time as it deems necessary and appropriate. There are no restrictions on the Company when it comes to launching additional investment funds, especially with regard to entering into further investment advisory relationships or pursuing additional business activities, even if those activities are in competition with the activities of the fund.

#### Non-exercise of voting rights

In order to avoid any potential conflicts of interest, the Company will not exercise voting rights arising from shares of Deutsche Bank AG and DWS Group GmbH & Co KGaA.

## 2. Conflicts of interest at the level of the distributors

The payment of commissions, initial sales charges and bonuses to distributors may thus result in conflicts of interest at the expense of the investor in that an incentive could be created for distributors to preferably sell units of funds with a higher commission to their clients. Such commissions are included in the fees or may, if applicable, be borne by the investors of the fund in the form of initial sales charges.

Distributors and investment advisors may possibly pursue their own interests in respect of the sale or brokerage of units of the fund and in respect of the associated advisory or brokerage activity. Such a conflict of interest may result in distributors and investment advisors making an investment recommendation based not on the interest of the investors, but rather on self-interest.

## 3. Repayment and forwarding of management fees collected

The Company does not receive any reimbursement of the fees and expense reimbursements paid out of the fund to the custodian and third parties.

With the exception of the TF unit classes, the Company grants brokerage fees, so-called "trail commissions," to intermediaries such as credit institutions on a recurring basis, usually annually. These may be significant portions of the management fee of the Company. This is remuneration for sales services. At the request of an investor in the fund, the Company shall disclose further details to the investor. The Company shall not pay remuneration to distributors for TF unit classes, with the result that the investor's costs associated with investing in the TF unit class may be lower than those associated with an investment in other unit classes of the same investment fund.

The Company may, at its discretion, agree with individual investors the partial repayment to them of the management fees collected. This can be a consideration especially in the case of institutional investors who directly invest large amounts for the long term.

## Auditor

The audit firm KPMG AG, THE SQUAIRE, Am Flughafen, 60549 Frankfurt/Main, Germany, has been appointed auditor of the fund and of the annual report.

The auditor audits the annual report of the fund. The auditor shall summarize the findings of the audit in a special report; the auditor's report shall be reproduced in full in the annual report. When performing the audit, the auditor shall also determine whether the fund has been managed in compliance with the provisions of the KAGB and those of the Terms and Conditions of Investment. The auditor shall submit the auditor's report for the fund to BaFin on request.

## Payments to investors / Distribution of reports and other information

The appointment of the custodian ensures that investors will receive dividend distributions and that units will be redeemed. The investor information mentioned in this Sales Prospectus can be obtained in the manner indicated in the section "General principles – Sales documentation and disclosure of information on risk management." The documentation can also be obtained at the custodian.

## Service providers

Companies that are assuming functions outsourced by the Company are presented in the section "Outsourcing." Beyond this, the Company has not commissioned any further relevant service providers for the administration of the fund.

If an investment advisor is being used, this fact is disclosed in the special section.

# Sales Prospectus – Special Section

## DWS Qi Eurozone Equity

### Fund, sub-funds and unit classes

The fund DWS Qi Eurozone Equity was launched on March 3, 1998, for an indefinite period. The investors are joint owners, on a fractional basis, of the assets of the fund in proportion to the number of units they hold. Units are made out to bearer and embody the bearer's claims against the Company. The fund is not a sub-fund of an umbrella structure.

Unit classes in accordance with the table below will be formed for the fund.

### Investment objective and strategy

#### Investment objective

The fund's investment objective is to achieve the highest possible return. Income is reinvested in the fund or distributed in accordance with the table below.

The benchmark for the fund is the Euro STOXX (net). The benchmark is not replicated; it merely serves as a starting point for investment decisions. The fund management seeks to outperform the benchmark. The composition of the fund and its performance may positively or negatively deviate significantly or completely (and over the long term) from the benchmark.

The Euro STOXX (net) is administered by STOXX Ltd. STOXX Ltd. is listed in an official register of benchmark administrators and benchmarks at the European Securities and Markets Authority (ESMA).

The Company has established robust, written plans in which it has stipulated measures that it would take if the benchmark were to change materially or were no longer to be provided.

**As part of its discretionary management policy for the fund, the Company engages in active selection of the assets permitted under the KAGB and the Terms and Conditions of Investment. Decisions on asset selection are based on well-founded evaluations by the globally networked investment specialists of the fund management.**

#### Investment strategy

At least 75% of the fund's assets must be invested in equities. These investments in equities must be in euro-denominated issuers. In addition, the assets permissible under the KAGB and the Terms and Conditions of Investment may be acquired for the fund. The Company will acquire for the fund only such assets as can be expected to generate income and/or growth. Derivatives may be acquired for investment and hedging purposes.

**The following is the disclosure in accordance with article 7 of Regulation (EU) 2020/852 of June 18, 2020, on the establishment of a framework to facilitate sustainable investment ("Taxonomy Regulation"): The investments underlying this fund do not take into account the EU criteria for environmentally sustainable economic activities.**

**Furthermore, in accordance with article 7 (1) and (2) of Regulation (EU) 2019/2088 on sustainability related disclosures in the financial services sector ("Disclosure Regulation"), the following is disclosed for the fund: Since the fund management does not take principal adverse impacts (PAI) on sustainability factors into account separately at the level of the fund on account of the configuration of the investment strategy, which does not promote environmental and social characteristics, no further information on such impacts is disclosed in the annual report.**

The fund may not invest in contingent convertibles.

In addition to the other investment limits defined in the Terms and Conditions of Investment, it applies for the purposes of bringing about a partial exemption as defined in the German Investment Tax Act (InvStG) that at least 75% of the fund's gross assets (determined as being the value of the investment fund's assets without taking into account liabilities) will be invested in such equity capital investments as defined by article 2 (8) InvStG that are equities which are admitted to official trading on a stock exchange or admitted to, or included in, another organized market ("equity funds").

**No assurance can be given that the objectives of the investment strategy will actually be achieved.**

### Performance

#### DWS Qi Eurozone Equity

Performance of unit classes vs. benchmark (in euro)

Unit class	ISIN	1 year	3 years	5 years
Class RC	DE0009778563	8.5%	30.1%	38.5%
Class FD	DE000A0YCG63	8.7%	31.0%	40.0%
Class IC	DE000DWS2WB5	8.8%	31.2%	29.1% <sup>1</sup>
EURO STOXX		9.6%	28.0%	36.9%

<sup>1</sup> Class IC launched on March 29, 2018

"BVI method" performance, i.e., excluding the initial sales charge. Past performance is no guide to future results.

As of: February 28, 2022

Updated performance information will be published in the annual and semiannual reports and on the Internet at [www.dws.com](http://www.dws.com).

#### DWS Qi Eurozone Equity RC vs. benchmark\*

Ten-year performance

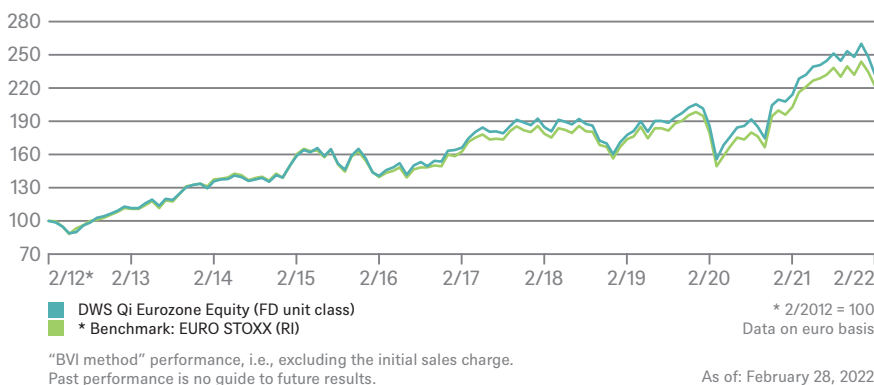


"BVI method" performance, i.e., excluding the initial sales charge. Past performance is no guide to future results.

As of: February 28, 2022

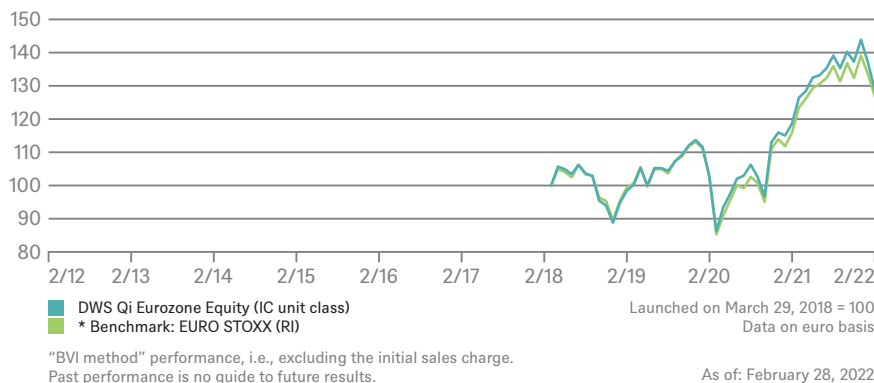
## DWS Qi Eurozone Equity FD vs. benchmark\*

### Ten-year performance



## DWS Qi Eurozone Equity IC vs. benchmark\*

### Performance since inception



## Special notes

### Increased volatility

**The fund may exhibit increased volatility on account of its composition and its investment strategy. The price per unit may thus be subject to considerable downward or upward fluctuation, even within short periods of time.**

### Explanation of the fund's risk profile

The performance of the fund is influenced in particular by the following factors, which give rise to both opportunities and risks:

- Risk of price changes in equities
- Currency risk
- Risks associated with the acceptance of collateral
- Concentration risk

In addition, the fund may temporarily concentrate more or less intensively on particular sectors, countries or market segments. This, too, may give rise to opportunities and risks.

### Derivatives

The Company can detect and measure sufficiently accurately all market risks in the fund arising from the use of derivatives.

To determine the extent to which the market risk limit has been reached, the Company applies the "qualified approach" as defined by the Derivatives Regulation.

**In this regard, the Company uses the relative VaR method to measure and limit the market risk exposure. In the case of the relative VaR method, a reference portfolio that generally does not contain derivatives is defined that in terms of its risk profile and investment strategy is appropriate for the fund, and the market risk ("VaR") of**

**the fund is compared to the market risk ("VaR") of the reference portfolio.**

The reference portfolio with no derivatives for the fund comprises an equity index whose composition essentially corresponds to the investment objectives and investment strategy of the fund.

**The precise composition of the reference portfolio is available from the Company on request.**

**The value-at-risk amount for the fund's market risk exposure may at no time exceed twice the value-at-risk amount for the market risk exposure of the associated reference portfolio with no derivatives.**

The market risk of the fund and of the reference portfolio with no derivatives is calculated using the value-at-risk ("VaR") method. As the VaR method, the Company uses historical simulation with the following parameters: a confidence interval of 99% and an effective historical observation period of at least one year. The VaR is the highest possible loss that, with 99% probability, will not be exceeded within the specified holding period. The VaR therefore does not indicate the maximum possible loss. When calculating the VaR, the Company records market price risks from all transactions. By means of the risk model, it quantifies the change in the value of the assets held in the fund over time. The VaR is thus a limit, expressed as a monetary amount, for potential losses in a portfolio between two given points in time. This change in value is determined by random events, namely the future development of market prices, and can therefore not be predicted with certainty. The market risk to be determined in each case can be estimated only with a certain degree of probability.

The VaR method is continuously tested using backtesting. In addition, stress tests are conducted on a regular basis.

The Company may – provided an appropriate risk management system is in place – invest in any and all types of derivatives for the account of the fund, provided that this investment is consistent with the investment objectives and the investment strategy of the fund. This requires that the derivatives be based on assets that may be acquired for the fund, or on the following underlyings:

- Interest rates
- Exchange rates
- Currencies
- Financial indices that are sufficiently diversified, represent an adequate benchmark for the market to which they refer, and are published in an appropriate manner. In particular, this includes options, financial futures and swaps, as well as combinations thereof.

### Profile of a typical investor

The fund is intended for the growth-oriented investor seeking capital appreciation primarily from equity gains and exchange rate movements.



Return expectations are offset by high risks in the equity, interest rate and currency areas, as well as by credit risks and the possibility of incurring significant losses up to and including the total loss of capital invested. The investor is willing and able to bear such a financial loss and is not concerned with capital protection.

## Units

### Issue of units

Units can be purchased from the custodian, the Company or through an intermediary. They are issued by the custodian at the issue price, which is equal to the net asset value per unit plus an initial sales charge.

The calculation of the net asset value is explained in the "Issue and redemption price" subsection in the "Units" section. Acquisition through an intermediary is also possible; additional costs may be incurred when so doing. The Company reserves the right to partially or fully discontinue the issue of units on a temporary or permanent basis.

Orders received by the Company or the custodian at or before 4:00 PM CET (the "order acceptance deadline") on a valuation date are processed on the basis of the net asset value per unit on the next valuation date. Orders received by the Company or the custodian after 4:00 PM CET are processed on the basis of the net asset value per unit on the valuation date immediately following that next valuation date.

### Redemption of units

Irrespective of the minimum investment, investors may demand the redemption of units each exchange trading day, unless the Company has restricted the redemption of units (see "Restriction of redemption" section) or temporarily suspended redemption (see "Suspension of redemption" section). Redemption orders must be placed with the custodian, the Company itself or with an intermediary (such as the institution maintaining the custody account).

The Company is obligated to redeem units at the redemption price applicable on the settlement date, which corresponds to the net asset value per unit determined on that date less any applicable redemption fee. Redemption can also take place through an intermediary (such as the institution maintaining the custody account), which may give rise to additional costs.

Orders received by the Company or the custodian at or before 4:00 PM CET (the "order acceptance deadline") on a valuation date are processed on the basis of the net asset value per unit on the next valuation date. Orders received by the Company or the custodian after 4:00 PM CET are processed on the basis of the net asset value per unit on the valuation date immediately following that next valuation date.

## Minimum investment

Insofar as minimum investment amounts exist for unit classes, these can be found in the table below.

## Issue and redemption prices

### Initial sales charge

When determining the issue price, an initial sales charge is added to the net asset value per unit. Information on the amount of the initial sales charge that is levied can be found in the table below.

The initial sales charge may reduce or even completely consume the performance of the fund, particularly in the case of a short investment period. The initial sales charge is basically a fee for the distribution of the units of the fund. The Company may pass on the initial sales charge to intermediaries as remuneration for sales services.

### Redemption fee

A redemption fee is not charged. Redemption takes place at the net asset value per unit.

### Special arrangements for the calculation of the net asset value per unit

In addition to the public holidays already specified in the "Issue and redemption prices" section of the general section of this Sales Prospectus, the issue and redemption prices are also not determined on All Saints' Day (November 1).

## Administrative and other costs

### All-in fee

For the unit classes, the Company shall receive from the fund an all-in fee that is based on the net asset value calculated each exchange trading day (see article 18 of the General Terms and Conditions of Investment). The Company has the right to collect monthly prorated advances on this fee. The exact amount of this fee can be found in the table below.

The following fees and expenses are included in the all-in fee, and will not be charged separately to the fund:

- a) fee for managing the fund (collective asset management, which particularly includes fund management, administration, cost of distribution and a service fee for reporting and analysis);
- b) custodian fees;
- c) cash and custody account fees in line with normal banking practice (including, where applicable, normal costs for holding foreign assets in custody abroad);
- d) the costs incurred for printing and mailing the sales documentation intended for investors as required by law (annual and semiannual reports, Sales Prospectuses, Key Information Document);

- e) the costs of announcing the annual and semi-annual reports, the issue and redemption prices and (where applicable) distributions or reinvestments and the liquidation report;
- f) the cost of having the fund audited by the external auditor of the fund;
- g) the cost of publishing the information required for taxation and the certificate confirming that the tax information was prepared in compliance with German tax law.

In addition to the all-in fee payable to the Company, the following additional expenses may also be charged to the fund:

- a) the costs incurred by the Company for asserting and enforcing legal claims for the account of the fund, and for defending any claims asserted against the Company to the detriment of the fund;
- b) the costs of creating and using a durable medium, except in the case of providing information on mergers of investment undertakings and except in the case of providing information about measures in connection with investment limit violations or computational errors in the determination of the net asset value per unit;
- c) taxes imposed in connection with the fees payable to the Company, the custodian and third parties, as well as with the aforementioned expenses, including taxes arising in connection with administration and custody.

### Transaction costs

In addition to the aforementioned fees and expenses, the costs incurred in connection with the purchase and sale of fund assets will also be charged to the fund.

### Special arrangements for securities lending transactions and securities repurchase agreement transactions

The Company shall receive a fee customary in the market for the initiation, preparation and execution of securities lending transactions and securities repurchase agreement transactions. This fee is up to one-third of the gross income from these transactions.

The Company shall bear the costs incurred in connection with the preparation and execution of such transactions, including any fees payable to third parties.

### Circumstances particular to the acquisition of investment fund units

The portion of the management fee / all-in fee attributable to units of affiliated target funds is reduced by the management fee / all-in fee charged by the acquired target fund, if necessary up to the full amount (difference method).

## Fiscal year

The fiscal year of the fund commences on March 1 and ends on February 28/29.



## Distribution policy

### Reinvesting unit classes

The income from the reinvesting unit classes will not be distributed, but reinvested in the fund.

If units are held in a custody account with the custodian, the custodian's branches will credit distributions free of charge. If the custody account is maintained at banks or savings banks other than the preceding, additional costs may be incurred.

### Distributing unit classes

In the case of distributing unit classes, the Company generally distributes – subject to the requisite adjustment of income – the prorated interest, dividends and income that have accrued for the account of the fund during the fiscal year and have not been applied to cover costs. Realized capital gains may also be included in the distribution – subject to the requisite adjustment of income. The Company may elect to pay out interim distributions for the fund in accordance with the law.

Distributable prorated income may be carried forward for distribution in future fiscal years, provided that the aggregate amount of the income carried forward does not exceed 15% of the fund's assets as of the end of the fiscal year. Income from shortened fiscal years can be transferred in full.

If units are held in a custody account with the custodian, the custodian's branches will credit the distributions free of charge. If the custody account is maintained at banks or savings banks other than the preceding, additional costs may be incurred.

## Outsourced portfolio management

The Company has outsourced portfolio management for the fund to DWS International GmbH, Mainzer Landstr. 11-17, 60329 Frankfurt/Main, Germany.

The portfolio manager makes all of the investment decisions for the fund, observing the statutory and contractual investment restrictions applicable to the fund.

When making investment decisions, the portfolio manager takes into account not only the usual financial data but also sustainability risks and principal adverse impacts (PAI) on sustainability factors. This consideration applies to the entire investment process, i.e., for both the fundamental analysis of investments and for the decision itself.

In the fundamental analysis, ESG criteria are taken into account in particular in the proprietary market analysis.

In addition, ESG criteria are integrated into the entire investment research process. This includes

identifying global sustainability trends, financially relevant ESG topics and challenges.

Furthermore, risks that could arise from the effects of climate change or risks arising from the violation of internationally accepted guidelines are subjected to a special review. The internationally recognized guidelines include, in particular, the ten principles of the United Nations Global Compact, the ILO Core Labor Standards, the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises.

In order to take ESG criteria into consideration, the Company also uses a proprietary ESG database for investment decisions which collates ESG data from other research companies, public sources as well as its own research results. Insofar as ESG criteria are evaluated and taken into account in the investment process and this results in limitation of the investment universe, the Special Terms and Conditions of Investment include detailed information about the ESG database, various assessment categories and investment limits for each assessment category.

If an investment is made in a company following the ESG-integrated fundamental analysis, these investments continue to be monitored taking into account ESG aspects. In addition, dialogue is sought with the companies regarding improving corporate governance and stronger consideration of ESG criteria. This occurs, for example, through involvement as a shareholder in the company, in particular through the exercise of voting rights and other shareholder rights.

The Company has extensive authority to issue instructions in relation to the management of the fund.

The portfolio manager is liable to the Company for the fulfillment of its obligations.

For its services, the portfolio manager receives a fee customary in the market, which is included in the all-in fee.

The following conflicts of interest could result from such outsourcing:

- The portfolio manager is a company affiliated with the Company. It cannot be ruled out that the contract might have been concluded in another form if an asset management company were involved that is not linked under corporate law or personally;
- The portfolio manager does not work exclusively for the Company and the investor; it may also conduct portfolio management activities for other funds and their investors. The portfolio strategies that are used for these or other funds could conflict with the transactions and strategies that are recommended by the company in the management of this fund, and adversely affect the prices and availability of the units, real estate,

securities and instruments in which the fund invests;

- In its investment strategy, the portfolio manager is not prevented in principle from also acquiring for the fund its own issues or other funds that it itself manages or advises;
- The portfolio manager is not prevented in principle from causing trading transactions to be executed directly or through its affiliates.

---

**Overview of the unit classes**

<b>ISIN</b>	RC	DE0009778563
	FD	DE000A0YCG63
	FC	Will be determined at inception
	IC	DE000DWS2WB5
	ID	Will be determined at inception
	CHF FC	Will be determined at inception
	CHF FD	Will be determined at inception
	CHF IC	Will be determined at inception
	CHF ID	Will be determined at inception
<b>Security code (WKN)</b>	RC	977856
	FD	A0YCG6
	FC	Will be determined at inception
	IC	DWS2WB
	ID	Will be determined at inception
	CHF FC	Will be determined at inception
	CHF FD	Will be determined at inception
	CHF IC	Will be determined at inception
	CHF ID	Will be determined at inception
<b>Fund currency</b>		EUR
<b>Unit class currency</b>	RC	EUR
	FD	EUR
	FC	EUR
	IC	EUR
	ID	EUR
	CHF FC	CHF
	CHF FD	CHF
	CHF IC	CHF
	CHF ID	CHF
<b>Date of inception and initial subscription</b>	RC	March 3, 1998
	FD	February 25, 2011
	FC	Not yet launched. The Sales Prospectus will be updated immediately after inception of the unit class.
	IC	March 29, 2018
	ID	Not yet launched. The Sales Prospectus will be updated immediately after inception of the unit class.
	CHF FC	Not yet launched. The Sales Prospectus will be updated immediately after inception of the unit class.
	CHF FD	Not yet launched. The Sales Prospectus will be updated immediately after inception of the unit class.
	CHF IC	Not yet launched. The Sales Prospectus will be updated immediately after inception of the unit class.
	CHF ID	Not yet launched. The Sales Prospectus will be updated immediately after inception of the unit class.
<b>Initial sales charge</b>	RC	5%
	FD	None
	FC	None
	IC	None
	ID	None
	CHF FC	None
	CHF FD	None
	CHF IC	None
	CHF ID	None

---

---

## Overview of the unit classes

<b>Distribution policy</b>	RC	Reinvestment
	FD	Distribution
	FC	Reinvestment
	IC	Reinvestment
	ID	Distribution
	CHF FC	Reinvestment
	CHF FD	Distribution
	CHF IC	Reinvestment
	CHF ID	Distribution
<b>All-in fee</b>	RC	0.55% p.a.
	FD	0.35% p.a.
	FC	0.35% p.a.
	IC	0.25% p.a.
	ID	0.25% p.a.
	CHF FC	0.35% p.a.
	CHF FD	0.35% p.a.
	CHF IC	0.25% p.a.
	CHF ID	0.25% p.a.
<b>Minimum investment</b>	RC	None
	FD	EUR 2,000,000
	FC	EUR 2,000,000
	IC	EUR 10,000,000
	ID	EUR 10,000,000
	CHF FC	CHF 2,000,000
	CHF FD	CHF 2,000,000
	CHF IC	CHF 10,000,000
	CHF ID	CHF 10,000,000
<b>Initial issue price</b>	RC	EUR 50 (plus initial sales charge)
	FD	EUR 65,218.28
	FC	Net asset value per unit of the DWS Qi Eurozone Equity RC unit class on the inception date of the FC unit class
	IC	Net asset value per unit of the DWS Qi Eurozone Equity RC unit class on the inception date of the IC unit class
	ID	Net asset value per unit of the DWS Qi Eurozone Equity RC unit class on the inception date of the ID unit class
	CHF FC	Net asset value per unit of the DWS Qi Eurozone Equity RC unit class on the inception date of the CHF FC unit class
	CHF FD	Net asset value per unit of the DWS Qi Eurozone Equity RC unit class on the inception date of the CHF FD unit class
	CHF IC	Net asset value per unit of the DWS Qi Eurozone Equity RC unit class on the inception date of the CHF IC unit class
	CHF ID	Net asset value per unit of the DWS Qi Eurozone Equity RC unit class on the inception date of the CHF ID unit class

---

# Terms and Conditions of Investment

## General Terms and Conditions of Investment

governing the legal relationship between the investors and DWS Investment GmbH, Frankfurt/Main, Germany, (hereinafter referred to as the "Company") for the UCITS-compliant investment funds managed by the Company. These General Terms and Conditions of Investment are only valid in conjunction with the Special Terms and Conditions of Investment set forth for the specific UCITS fund.

### Article 1 General principles

1. The Company is a UCITS asset management company subject to the provisions of the German Investment Code (Kapitalanlagegesetzbuch, "KAGB").
2. The Company invests the money deposited with it in its own name for the collective account of the investors in the form of a UCITS fund pursuant to the principle of risk-spreading in assets permitted under the KAGB, but separate from its own assets. Global certificates are issued concerning the rights of the investors.

The business objective of the UCITS fund is limited to the investment of capital according to a defined investment strategy in a collective asset management structure using the funds deposited with it; all operating activities and active commercial usage of the assets held are excluded.

3. The legal relationship between the Company and the investor is defined by the General Terms and Conditions of Investment ("General Terms") and the Special Terms and Conditions of Investment ("Special Terms") (collectively the "Terms and Conditions of Investment") of the UCITS fund, and by the KAGB.

### Article 2 Depository

1. The Company shall appoint a credit institution as Depository for the UCITS fund. The Depository shall act independently of the Company and solely in the interests of the investors.
2. The functions and duties of the Depository are defined by the Depository agreement concluded with the Company, the KAGB and the Terms and Conditions of Investment.
3. The Depository can outsource custody duties to another entity ("sub-depository") as provided for by article 73 KAGB. Additional details are contained in the Sales Prospectus.
4. The Depository shall be liable to the UCITS fund or to the investors for the loss of a financial instrument held in custody by the Depository as defined in article 72 (1), no. 1, KAGB, or by a sub-depository to which the custody of financial instruments was delegated in accordance with article 73 (1) KAGB. The Depository shall not be liable if it can prove that the loss is attributable to

external events the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. Additional rights arising from the provisions of civil law on the basis of contracts, or from prohibited actions, are unaffected. The Depository shall also be liable to the UCITS fund or to the investors for all other losses they incur as a consequence of the Depository's negligent or intentional violation of its obligations under the provisions of the KAGB. The liability of the Depository shall not be affected by any delegation of custody duties according to paragraph 3, sentence 1.

### Article 3 Fund management

1. The Company purchases and manages the assets in its own name for the collective account of the investors with due skill, honesty, care and diligence. In performing its functions, the Company shall act independently of the Depository and solely in the interests of the investors.
2. The Company has the right to use the money deposited with it by the investors to purchase assets, resell them and invest the proceeds in other assets; the Company is furthermore authorized to carry out all other legal transactions arising out of the management of the assets.
3. The Company may neither extend money loans nor enter into any obligations in connection with a contract of surety or guarantee for the collective account of the investors. It may not sell assets as defined by articles 193, 194 and 196 KAGB that are not held by the UCITS fund at the time of conclusion of the transaction. Article 197 KAGB shall remain unaffected.

### Article 4 Investment principles

The UCITS fund is invested directly or indirectly pursuant to the principle of risk-spreading. The Company shall acquire for the UCITS fund only such assets as can be expected to generate income and/or growth. It determines in the Special Terms which assets may be acquired for the UCITS fund.

### Article 5 Securities

Unless the Special Terms provide for additional restrictions, the Company may purchase securities for the account of the UCITS fund – subject to article 198 KAGB – only if

- a) they are admitted for trading on a stock exchange in a member state of the European Union or in another state that is a party to the Agreement on the European Economic Area or are admitted for trading or included in another organized market in one of these states;
- b) they are exclusively admitted for trading on a stock exchange outside the member states of the European Union or outside the other states that are parties to the Agreement on the European Economic Area or are admitted for

- trading or included in another organized market in one of these states, provided that the choice of this stock exchange or organized market is approved by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, "BaFin")<sup>1</sup>;
- c) their admission for trading on a stock exchange in a member state of the European Union or in another state that is a party to the Agreement on the European Economic Area or their admission to an organized market or their inclusion in such a market in a member state of the European Union or in another state that is a party to the Agreement on the European Economic Area is to be applied for under the terms and conditions of issue, insofar as the admission or inclusion of these securities takes place within one year of issue;
- d) the respective terms of issue require that their admission for trading on a stock exchange or on an organized market, or their inclusion in such a market, outside the member states of the European Union or outside the other states that are parties to the Agreement on the European Economic Area must be applied for, BaFin has approved of the choice of stock exchange or organized market and the admission or inclusion of such securities takes place within one year of their issue;
- e) they are equities to which the UCITS fund is entitled in the event of a capital increase from the issuing company's own funds;
- f) they are acquired through the exercise of subscription rights belonging to the UCITS fund;
- g) they are units of closed-end funds that meet the criteria specified in article 193 (1), sentence 1, no. 7, KAGB;
- h) they are financial instruments that meet the criteria specified in article 193 (1), sentence 1, no. 8, KAGB.

The acquisition of securities according to sentence 1 (a) through (d) may take place only if the prerequisites stipulated in article 193 (1), sentence 2, KAGB are also fulfilled. Subscription rights may also be acquired if they originate from securities that may themselves be acquired under this article 5.

### Article 6 Money market instruments

1. Unless the Special Terms provide for additional restrictions, the Company may, subject to article 198 KAGB, acquire for the account of the UCITS fund instruments that are usually traded in the money market, as well as interest-bearing securities that have a residual term not exceeding 397 days at the time of acquisition for the UCITS fund, or whose interest payments are adjusted to market circumstances regularly, although at least

---

<sup>1</sup> The list of authorized stock exchanges and of other organized markets according to article 193 (1), sentence 1, nos. 2 and 4, KAGB, is published on the BaFin website (<http://www.bafin.de>).

once every 397 days, throughout their entire term, pursuant to the terms and conditions of issue or whose risk profile corresponds to the risk profile of such securities (“money market instruments”).

Money market instruments may be acquired for the UCITS fund only if

- a) they are admitted for trading on a stock exchange in a member state of the European Union or in another state that is a party to the Agreement on the European Economic Area or are admitted for trading or included in another organized market in such a member state;
- b) they are exclusively admitted for trading on a stock exchange outside the member states of the European Union or outside the other states that are parties to the Agreement on the European Economic Area or are admitted for trading or included in another organized market in such a country, insofar as the choice of this stock exchange or organized market is approved by BaFin<sup>2</sup>;
- c) they are issued or guaranteed by the European Union, the German federal government, a special-purpose vehicle of the German federal government, a German federal state, another member state or another central, regional or local authority or the central bank of a member state of the European Union, the European Central Bank or the European Investment Bank, a third country or, in the case of a federal state, by one of the members making up the federation, or by a public international body of which one or more member states of the European Union are members;
- d) they are issued by a company whose securities are traded in the markets specified in (a) and (b) above;
- e) they are issued or guaranteed by a credit institution that is subject to supervision according to criteria defined in European Union legislation, or by a credit institution that is subject to and complies with prudential rules considered by BaFin to be equivalent to those of European Union legislation; or
- f) they are issued by other issuers and those issuers meet the requirements under article 194 (1), sentence 1, no. 6, KAGB.

2. Money market instruments as defined in paragraph 1 may be acquired only if they fulfill the respective prerequisites of article 194 (2) and (3) KAGB.

## Article 7 Bank balances

The Company may, for the account of the UCITS fund, hold bank balances having a term not exceeding twelve months. Such balances shall be kept in blocked accounts at a credit institution having its registered office in a member state

of the European Union or in another state that is a party to the Agreement on the European Economic Area, or else in a third country whose prudential rules are considered by BaFin as equivalent to those stipulated in European Union legislation. Unless the Special Terms provide otherwise, the bank balances may also be denominated in foreign currencies.

## Article 8 Investment fund units

1. Unless the Special Terms provide otherwise, the Company may acquire units of investment undertakings according to Directive 2009/65/EC (“UCITS”) for the account of the UCITS fund. Units of other domestic investment funds and investment stock corporations with variable capital, as well as units of open-ended EU AIFs and foreign open-ended AIFs may be acquired if they fulfill the requirements of article 196 (1), sentence 2, KAGB.

2. The Company may acquire units of domestic investment funds and investment stock corporations with variable capital, as well as units of EU UCITS, open-ended EU AIFs and foreign open-ended AIFs only if the terms and conditions of investment or the Articles of Incorporation of the asset management company, the investment stock corporation with variable capital, the EU investment undertaking, the EU management company, the foreign AIF or the foreign AIF management company stipulate that no more than 10% of their net assets in total may be invested in units of other domestic investment funds, investment stock corporations with variable capital, open-ended EU investment undertakings or foreign open-ended AIFs.

## Article 9 Derivatives

1. Unless the Special Terms provide otherwise, the Company may employ derivatives according to article 197 (1), sentence 1, KAGB and financial instruments with derivative components according to article 197 (1), sentence 2, KAGB as part of the management of the UCITS fund. Depending on the type and volume of the derivatives and financial instruments with derivative components employed, the Company may use either the simple or the qualified approach as defined by the Regulation on Risk Management and Risk Measurement when using Derivatives, Securities Loans and Repurchase Agreements in Investment Undertakings according to the German Investment Code (“Derivatives Regulation” or “DerivateV”) issued pursuant to article 197 (3) KAGB to determine the extent to which the market risk limit for the use of derivatives and financial instruments with derivative components set in accordance with article 197 (2) KAGB has been reached; details are specified in the Sales Prospectus.

2. If the Company uses the simple approach, it may employ regularly only standard forms of derivatives and financial instruments with derivative components or combinations of these derivatives, financial instruments with derivative

components and underlyings permissible under article 197 (1), sentence 1, KAGB in the UCITS fund. Complex derivatives based on underlyings permissible under article 197 (1), sentence 1, KAGB may only be employed to a negligible extent. The attributable amount of the UCITS fund to be determined for the market risk in accordance with article 16 DerivateV may at no time exceed the value of the UCITS fund’s assets.

The standard derivatives are:

- a) Futures contracts on the underlyings according to article 197 (1) KAGB, with the exception of investment fund units according to article 196 KAGB;
- b) Options or warrants on the underlyings according to article 197 (1) KAGB, with the exception of investment fund units according to article 196 KAGB, and on futures contracts according to (a) hereof, if they have the following characteristics:
  - aa) the option may be exercised either during the entire term or at the end of the term, and
  - bb) at the time the option is exercised, its value depends directly on the positive or negative difference between the strike price and the market price of the underlying, and becomes zero if the difference has the opposite sign;
- c) Interest rate swaps, currency swaps or interest rate/currency swaps;
- d) Options on swaps according to (c) hereof, provided they have the characteristics defined in (aa) and (bb) of (b) above (“swaptions”);
- e) Single-name credit default swaps.

3. If the Company uses the qualified approach, it may – provided an appropriate risk management system is in place – invest in any and all types of financial instruments with derivative components or in derivatives that are based on underlyings permissible in accordance with article 197 (1), sentence 1, KAGB.

In these cases, the value-at-risk amount attributable to the UCITS fund for the market risk exposure (“VaR amount”) may at no time exceed twice the value-at-risk amount for the market risk exposure of the associated reference portfolio according to article 9 DerivateV. Alternatively, the VaR amount may at no time exceed 20% of the UCITS fund’s assets.

4. In these transactions, the Company may not deviate under any circumstances from the investment principles and investment limits specified in the Terms and Conditions of Investment or from those specified in the Sales Prospectus.

5. The Company will employ derivatives and financial instruments with derivative components for hedging purposes, for efficient portfolio management, and for achieving additional income, if and to the extent that it considers this advisable in the interests of the investors.

<sup>2</sup> See footnote 1.

6. In determining the market risk limit for the use of derivatives and financial instruments with derivative components, the Company may at any time switch between the simple and qualified approach in accordance with article 6, sentence 3, DerivateV. The switch does not require approval by BaFin; however, the Company must inform BaFin immediately of the change and publish it in the next semiannual or annual report.

7. The Company will comply with the DerivateV whenever it uses derivatives and financial instruments with derivative components.

## Article 10 Other investment instruments

Unless the Special Terms provide otherwise, the Company may acquire 'Other' investment instruments in accordance with article 198 KAGB for the account of the UCITS fund up to a value of 10% of the UCITS fund's assets.

## Article 11 Issuer limits and investment limits

1. In its management, the Company must comply with the limitations and restrictions specified in the KAGB, the DerivateV and in the Terms and Conditions of Investment.

2. Up to 5% of the UCITS fund's assets may be invested in securities and money market instruments, including securities and money market instruments purchased under repurchase agreements, of the same issuer; however, up to 10% of the UCITS fund's assets may be invested in such assets if that is provided for in the Special Terms and the total value of the securities and money market instruments of such single issuers does not exceed 40% of the UCITS fund's assets.

Issuers of securities and money market instruments must then also be taken into consideration within the scope of the limits set out in sentence 1 if the securities and money market instruments issued by these issuers are acquired indirectly via other securities included in the UCITS that are linked to their performance.

3. The Company may invest up to 35% of the UCITS fund's assets respectively in bonds, promissory note loans and money market instruments that have been issued or guaranteed by any one of the German federal government, a German federal state, the European Union, a member state of the European Union or its local authorities, another state that is a party to the Agreement on the European Economic Area, a third country or by an international organization of which one or more member states of the European Union are members.

4. The Company may invest up to 25% each of the UCITS fund's assets in mortgage bonds and municipal bonds, as well as in bonds and note loans issued by credit institutions having their registered offices in a member state of the European Union or in another state that is a party to the Agreement on the European Economic

Area, if these credit institutions are legally subject to special public supervision intended to protect the holders of such bonds, and if the sums deriving from the issue of such bonds are invested in conformity with the law in assets that, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and that, in the event of default of the issuer, would be used on a priority basis for the repayment of the principal and payment of the accrued interest. If the Company invests more than 5% of the UCITS fund's assets in bonds of the same issuer according to sentence 1, the total value of these bonds may not exceed 80% of the value of the assets of the UCITS fund.

5. The limit in paragraph 3 may be exceeded in the case of securities and money market instruments of the same issuer pursuant to article 206 (2) KAGB if that is provided for in the Special Terms, which must state the names of the issuers involved. In these cases, the securities and money market instruments held for the account of the UCITS fund must originate from at least six different issues; no more than 30% of the UCITS fund's assets may be invested in one issue.

6. The Company may invest no more than 20% of the UCITS fund's assets in bank balances in accordance with article 195 KAGB at the same credit institution.

7. The Company shall ensure that a combination of

- a) securities or money market instruments issued by one and the same institution,
- b) deposits at this institution, and
- c) attributable amounts for the counterparty risk of transactions conducted with this institution

do not exceed 20% of the UCITS fund's assets. Sentence 1 shall apply to the issuers and guarantors stated in paragraphs 3 and 4 subject to the condition that the Company shall ensure that a combination of the assets and attributable amounts stated in sentence 1 does not exceed 35% of the UCITS fund's assets. The respective individual upper limits shall remain unaffected in both cases.

8. The bonds, promissory note loans and money market instruments referred to in paragraphs 3 and 4 shall not be taken into consideration when applying the 40% limits referred to in paragraph 2. Notwithstanding the provision in paragraph 7, the limits referred to in paragraphs 2 through 4 and in paragraphs 6 and 7 shall not be combined.

9. The Company may invest no more than 20% of the UCITS fund's assets in units of a single investment undertaking according to article 196 (1) KAGB. The Company may invest a total of no more than 30% of the UCITS fund's assets in units of investment undertakings according to article 196 (1), sentence 2, KAGB. The Company may acquire for the account of the UCITS fund no

more than 25% of the issued units of another open-ended domestic, EU or foreign investment undertaking that is invested according to the principle of risk-spreading in assets as defined by articles 192 through 198 KAGB.

## Article 12 Merger

1. The Company may, in accordance with articles 181 through 191 KAGB,

- a) transfer all the assets and liabilities of this UCITS fund to another currently existing UCITS fund or a new one established by such transfer, or to an EU UCITS, or to a UCITS investment stock corporation with variable capital;
- b) transfer all the assets and liabilities of another open-ended retail investment undertaking into this UCITS fund.

2. The merger requires the approval of the respective competent supervisory authority. The detailed procedure is governed by articles 182 through 191 KAGB.

3. The UCITS fund may be merged with a retail investment fund that is not a UCITS only if the receiving or newly established investment undertaking remains a UCITS. EU UCITS may additionally be merged into the UCITS fund as provided for by article 2 (1), point (p) (iii), of Directive 2009/65/EC.

## Article 13 Securities loans

1. The Company may grant to a securities borrower for the account of the UCITS fund a securities loan that can be terminated at any time in exchange for appropriate market consideration and after provision of sufficient collateral in accordance with article 200 (2) KAGB. The market value of the securities to be transferred, together with the market value of the securities already transferred as a securities loan for the account of the UCITS fund to the same securities borrower, including affiliated companies as defined by article 290 of the German Commercial Code, may not exceed 10% of the UCITS fund's assets.

2. If collateral for the securities transferred is provided by the borrower is in the form of bank balances, such bank balances must be held in blocked custody accounts according to article 200 (2), sentence 3, no. 1, KAGB. Alternatively, the Company may avail itself of the option to invest such bank balances in the following assets in the currency of these balances:

- a) in high-quality bonds that have been issued or guaranteed by the German federal government, a German federal state, the European Union, a member state of the European Union or its local authorities, another state that is a party to the Agreement on the European Economic Area or a third country;



- b) in money market funds with short-term maturity structures corresponding to guidelines issued by BaFin on the basis of article 4 (2) KAGB; or
- c) by way of a reverse repurchase agreement with a credit institution that guarantees recovery of the accrued balance at all times.

The UCITS fund is entitled to the income from the investment of the collateral.

3. The Company may also make use of an organized system for the brokerage and settlement of securities loans provided by a central depository for securities that does not meet the requirements of article 200 (1), sentence 3, KAGB, if there is no departure from the right to termination at any time according to paragraph 1.

4. Unless the Special Terms provide otherwise, the Company may also grant securities loans in relation to money market instruments and investment fund units, insofar as the UCITS fund is permitted to acquire these assets. The provisions of paragraphs 1 through 3 shall apply accordingly in this case.

#### Article 14 Repurchase agreements

1. The Company may, for the account of the UCITS fund, enter into securities repurchase agreements as defined by article 340b (2) of the German Commercial Code that can be terminated at any time with credit institutions or financial services institutions in exchange for a consideration on the basis of standardized master agreements.

2. The repurchase agreements must involve securities that may be purchased for the UCITS fund in accordance with the Terms and Conditions of Investment.

3. The repurchase agreements may have a maximum term of twelve months.

4. Unless the Special Terms provide otherwise, the Company may also conclude repurchase agreements in relation to money market instruments and investment fund units, insofar as the UCITS fund is permitted to acquire these assets. The provisions of paragraphs 1 through 3 shall apply accordingly in this case.

#### Article 15 Borrowing

The Company may take out short-term loans of up to 10% of the UCITS fund's assets for the collective account of the investors if the borrowing conditions are customary in the market, and if the Depository grants its consent.

#### Article 16 Units

1. The units in the investment fund are made out to bearer and are represented by share certificates or are issued as electronic share certificates.

2. Securitized share certificates are securitized in a global certificate; the issue of individual certificates is excluded. By acquiring a unit of the investment fund, the investor acquires a co-ownership share of the global certificate. This is transferable unless the Special Terms provide otherwise.

3. The units may have different configuration characteristics, especially with respect to the distribution policy, the initial sales charge, the redemption fee, the currency of the net asset value per unit, the management fee, the minimum investment or a combination of these features ("unit classes"). Details are set down in the Special Terms.

#### Article 17 Issue and redemption of units, restriction and suspension of redemption

1. The number of units issued is generally unlimited. The Company reserves the right to suspend or definitively discontinue the issue of units. The issue of units may be suspended in whole or in part (through mechanisms such as the introduction of upper limits). The Company shall inform investors of a suspension or definitive discontinuation of the issue of units in the electronic information media designated in the Sales Prospectus.

2. Units can be purchased from the Company, the Depository or through an intermediary. The Special Terms can provide that units may only be acquired and held by certain investors.

**3. Investors may request the redemption of units by the Company. The Special Terms may stipulate notice periods for redemption. The Company is obligated to redeem units at the applicable redemption price for the account of the UCITS fund. Units are redeemed by the Depository.**

**4. Unless the Special Terms provide otherwise, the Company, however, reserves the right to restrict the redemption of units for 15 working days if investors' redemption requests reach a threshold beyond which the redemption requests can no longer be executed in the interests of all investors due to the liquidity situation of the investment fund's assets. The threshold is defined in the Special Terms. It describes the redemption requests as a percentage of the net asset value of the investment fund.**

**In this case, the Company shall only meet the redemption request per investor on a pro rata basis and, other than that, the redemption obligation shall not apply. This means that each redemption order is only executed on a pro rata basis. The part of the order that is not executed (remaining order) will not be executed by the Company at a later date, but instead expires (pro-rata approach with forfeiture of the remaining order).**

**Further details on the redemption restriction procedure can be found in the Sales Prospectus. The Company must immediately publish the restriction of the redemption of units as well as the lifting of such restriction on its website.**

**5. The Company also reserves the right to suspend the redemption of units in accordance with article 98 (2) KAGB under exceptional circumstances that make a suspension appear necessary in the interests of the investors.**

**6. The Company shall notify investors about the suspension of the redemption of the units according to paragraph 4 and its resumption by publishing notices in the Bundesanzeiger (Federal Gazette) and in the electronic information media designated in the Sales Prospectus. Investors shall be informed of the suspension and resumption of the redemption of units by durable medium immediately after their respective publication in the Bundesanzeiger.**

#### Article 18 Issue and redemption prices

1. Unless the Special Terms provide otherwise, the issue and redemption prices of the units are based on the net asset value per unit, which is calculated from the sum of the market values of the assets owned by the UCITS fund less its borrowings and other liabilities ("the net asset value"), divided by the number of units outstanding. If different unit classes are introduced for the UCITS fund pursuant to article 16 (3), the net asset value per unit and the issue and redemption prices shall be calculated separately for each unit class. Assets are valued in accordance with articles 168 and 169 KAGB and with the Accounting and Valuation Regulation issued under the KAGB ("KARBV").

2. The issue price corresponds to the net asset value per unit of the UCITS fund plus any initial sales charge specified in the Special Terms in accordance with article 165 (2), no. 8, KAGB.

The redemption price corresponds to the net asset value per unit of the UCITS fund less any redemption fee specified in the Special Terms in accordance with article 165 (2), no. 8, KAGB.

**3. The settlement date for purchases of units and redemption orders shall be no later than the valuation date following the date on which the buy order or the redemption order was received, unless the Special Terms provide otherwise.**

**4. The issue and redemption prices are calculated on each exchange trading day. Unless the Special Terms provide otherwise, the Company and the Depository may refrain from calculating these prices on public holidays that are trading days, as well as on December 24 and December 31 of each year. Details are set forth in the Sales Prospectus.**

## Article 19 Costs

The fees and other expenses that may be charged to the UCITS fund and to which the Company, the Depositary and third parties are entitled are set forth in the Special Terms. In the case of fees as defined in sentence 1 hereof, the method of payment, their amount and the calculation that forms their basis are also specified in the Special Terms.

## Article 20 Reporting duties

1. No later than four months following the close of the UCITS fund's fiscal year, the Company shall publish an annual report, including a statement of income and expenses, according to article 101 (1), (2) and (4) KAGB.
2. No later than two months after the first half of the fiscal year, the Company shall publish a semiannual report according to article 103 KAGB.
3. If the right to manage the UCITS fund is transferred to another asset management company in the course of the fiscal year, or if the UCITS fund is merged into another UCITS fund, a UCITS investment stock corporation with variable capital, or an EU UCITS in the course of the fiscal year, the Company must draw up an interim report dated to the key date of transfer. This report must comply with the requirements of an annual report according to paragraph 1.
4. If the UCITS fund is liquidated, the Depositary shall prepare liquidation reports that meet the requirements of an annual report according to paragraph 1 annually and as of the date the liquidation is completed.
5. The reports are available from the Company and the Depositary and at other offices that must be specified in the Sales Prospectus and in the key information document; they are also announced in the Bundesanzeiger.

## Article 21 Termination and liquidation of the UCITS fund

1. The Company may terminate its management of the UCITS fund by giving at least six months' notice through an announcement in the Bundesanzeiger and in the annual or semiannual report. Investors shall be informed immediately by durable medium of a termination announced according to sentence 1.
2. Upon the effective termination of its management, the Company's right to manage the UCITS fund shall cease. In this case, the UCITS fund, or the right to manage and dispose of the UCITS fund, shall pass to the Depositary, which shall liquidate it and distribute the proceeds to the investors. During the liquidation period, the Depositary is entitled to compensation for its liquidation activity and to reimbursement of expenses necessary for the liquidation. The Depositary may, with the approval of BaFin,

refrain from such liquidation and distribution, and instead transfer the management of the UCITS fund to another asset management company in accordance with the existing Terms and Conditions of Investment.

3. The Company must draw up a liquidation report to the day on which its right of management ceases in accordance with article 99 KAGB; this report must comply with the requirements of an annual report according to article 20 (1).

## Article 22 Change of asset management company and Depositary

1. The Company may transfer the right to manage and dispose of the UCITS fund to another asset management company. The transfer requires prior approval by BaFin.
2. The approved transfer shall be announced in the Bundesanzeiger (Federal Gazette) and, in addition, in the annual report or semiannual report as well as in the electronic information media designated in the Sales Prospectus. The transfer shall take effect no earlier than three months after its announcement in the Bundesanzeiger.
3. The Company may change the Depositary for the UCITS fund. Such a change requires the approval of BaFin.

## Article 23 Amendments to the Terms and Conditions of Investment

1. The Company may amend the Terms and Conditions of Investment.
2. Amendments to the Terms and Conditions of Investment require prior approval by BaFin.
3. All proposed amendments shall be announced in the Bundesanzeiger (Federal Gazette) and in the electronic information media designated in the Sales Prospectus. Reference to the proposed amendments and their coming into force must be made in a publication as defined in sentence 1. In the case of cost changes as defined by article 162 (2), no. 11, KAGB that are disadvantageous to investors, or of changes that are disadvantageous to investors in relation to significant investor rights, as well as in the case of changes to the investment principles of the UCITS fund as defined by article 163 (3) KAGB, investors shall, at the same time the announcement according to sentence 1 is published, be informed in an understandable way by durable medium about the material contents of the proposed amendments to the Terms and Conditions of Investment and the background thereto. In the case of amendments to current investment principles, investors must also be informed about their rights in accordance with section 163 (3) KAGB.

4. Amendments take effect no earlier than on the day after their publication in the Bundesanzeiger, with amendments to provisions concerning costs and investment principles taking effect no earlier than four weeks after their respective publication.

## Article 24 Place of performance

The place of performance shall be the location of the registered office of the Company.

## Article 25 Dispute resolution proceedings

The Company has undertaken to participate in dispute resolution proceedings of a consumer arbitration office.

In the case of disputes consumers may contact the investment funds ombudsman's office ("Ombudsstelle für Investmentfonds") at BVI Bundesverband Investment und Asset Management e.V. as the competent consumer arbitration office. The Company participates in dispute resolution proceedings before this arbitration office.

The office can be contacted at:  
Büro der Ombudsstelle  
(Office of the Ombudsman) of BVI  
Bundesverband Investment und  
Asset Management e.V.,  
Unter den Linden 42,  
10117 Berlin, Germany  
[www.ombudsstelle-investmentfonds.de](http://www.ombudsstelle-investmentfonds.de)

The European Commission has set up a European online dispute resolution platform at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). Consumers may use this for the extra-judicial settlement of disputes arising from online sales contracts or online service contracts. The Company's e-mail address is: [info@dws.com](mailto:info@dws.com).

## Special Terms and Conditions of Investment

governing the legal relationship between the investors and DWS Investment GmbH, Frankfurt/Main, Germany, (hereinafter referred to as the "Company") for the UCITS-compliant investment fund

### DWS Qi Eurozone Equity

managed by the Company. These Special Terms and Conditions of Investment are only valid in conjunction with the General Terms and Conditions of Investment laid down by the Company.

## Investment principles and investment limits

### Article 26 Assets

The Company may acquire the following assets for the UCITS fund:

1. securities according to article 193 KAGB,
2. money market instruments according to article 194 KAGB,
3. bank balances according to article 195 KAGB,
4. investment fund units according to article 196 KAGB,
5. derivatives according to article 197 KAGB,
6. other investment instruments according to article 198 KAGB.

The Company does not promote environmental or social characteristics or a combination of these characteristics for the UCITS investment fund. However, the Company considers ESG standards (for the corresponding terms Environmental, Social and Governance) in its selection of assets to a limited degree. ESG standards are considered when implementing the individual investment strategy of the UCITS investment fund and take the form of exclusions of certain assets. These exclusions are more fundamental, which is why they do not constitute a focus on investments in sustainable assets or a sustainable investment strategy.

### Article 27 Investment limits

1. The UCITS fund must invest at least 75% of its assets in equities of issuers denominated in euro.
2. Taking into account the investment focus pursuant to paragraph 1, the Company may use up to 100% of the UCITS fund's assets to acquire securities as defined by article 193 KAGB.

Securities purchased under repurchase agreements shall be attributed to the investment limits of article 206 (1) through (3) KAGB.

3. The Company assesses assets according to ESG standards using a proprietary ESG database. The ESG database processes data from multiple ESG data providers and public sources and considers internal assessments based on a defined assessment and classification methodol-

ogy. The ESG database is therefore based on the one hand on data and figures and, on the other hand, on assessments that take into account factors beyond the processed data and figures, such as future expected ESG developments, plausibility of the data with regard to past or future events, an issuer's willingness to engage in dialogue on ESG matters and corporate decisions of the issuer. The ESG database uses a variety of assessment categories to assess whether investments meet ESG criteria, including amongst others, Exclusion Assessment for controversial sectors, ESG Quality Assessment, Climate Risk Assessment and Norm Assessment. After analyzing the data, the ESG database allocates the target investments one of six possible scores (A to F), with "A" being the highest score and "F" being the lowest score.

The Company only considers the Climate Risk Assessment, the Norm Assessment and the Exclusion Assessment for the controversial weapons sector for the investment fund.

#### Climate Risk Assessment

The ESG database evaluates the behavior of issuers in relation to climate change and environmental changes, e.g., with respect to greenhouse gas reduction and water conservation. Issuers that contribute less to climate change and other negative environmental changes or are less exposed to such risks receive higher scores.

Assets that receive a letter score of F in the Climate Risk assessment category are excluded as an investment.

#### Norm Assessment

The ESG database assesses the behavior of issuers, for example, within the framework of the principles of the United Nations Global Compact and the standards of the International Labour Organization, and the behavior within generally accepted international standards and principles. The Norm Assessment examines, for example, human rights violations, violations of workers' rights, child or forced labor, adverse environmental impacts and business ethics.

Assets that receive a letter score of F in the Norm assessment category are excluded as an investment.

#### Exclusion Assessment for the controversial weapons sector

The ESG database assesses a company's exposure to controversial weapons. Controversial weapons include, for example, antipersonnel mines, cluster munitions and chemical and biological weapons.

Issuers are assessed mainly by their level of exposure, including to the production of controversial weapons and their components.

Assets that receive a letter score of D, E or F in the Exclusion Assessment for the controversial weapons sector assessment category are excluded as an investment.

4. The Company may invest in each case more than 35% of the UCITS fund's assets in securities and money market instruments of public issuers as defined by article 206 (2) KAGB if they have been issued or guaranteed by a member state of the European Union or its local authorities, another state that is a member of the United Nations, or the European Union.

5. Between 5% and 10% of the UCITS fund's assets may be invested in securities and money market instruments of the same issuer if the total value of the securities and money market instruments of this issuer does not exceed 40% of the UCITS fund's assets.

6. Taking into account the investment focus pursuant to paragraph 1, the Company may use up to 25% of the UCITS fund's assets to acquire money market instruments as defined by article 194 KAGB.

Money market instruments purchased under repurchase agreements shall be attributed to the investment limits of article 206 (1) through (3) KAGB.

7. Taking into account the investment focus pursuant to paragraph 1, the Company may hold up to 25% of the UCITS fund's assets in bank balances as defined by article 195 KAGB.

8. Taking into account the investment focus pursuant to paragraph 1, the Company may use up to 10% of the UCITS fund's assets to acquire units of investment undertakings as defined by article 196 KAGB or of comparable foreign investment undertakings and investment stock corporations (UCITS-compliant investment undertakings) according to the following principles:

- a) Selection by the Company of acquirable UCITS-compliant investment undertakings shall be governed by their investment rules and/or their current semiannual or annual reports. Investments may be made in all types of domestic and foreign UCITS-compliant investment undertakings; a particular geographic, thematic or strategic alignment is not required;
- b) UCITS-compliant investment undertakings may only be acquired insofar as their terms and conditions of investment or Articles of Incorporation provide that they in turn may invest no more than 10% of their assets in units of other investment undertakings;
- c) Units of UCITS-compliant investment undertakings that are purchased under repurchase agreements shall be attributed to the investment limits of articles 207 and 210 (3) KAGB.

9. The Company may acquire derivatives and financial instruments with derivative components as defined in article 197 KAGB for the UCITS fund; these instruments may be used for hedging purposes, for efficient portfolio management or for achieving additional income (i.e., also for investment purposes) as part of the investment

strategy. The Company must ensure that the potential market risk of the UCITS fund is not more than doubled by the use of these instruments.

10. The Company may take out short-term loans as defined in article 15 of the General Terms and Conditions of Investment for up to 10% of the UCITS fund's assets if the borrowing conditions are customary in the market, and if the custodian grants its consent. Such short-term borrowing may also be undertaken for investment purposes with the consent of the custodian provided that, and as long as, no permanent investment strategy is associated with it.

11. In addition to the investment limits defined in paragraphs 1 through 10 above and in the General Terms and Conditions of Investment, it applies for the purposes of bringing about a partial exemption as defined in the German Investment Tax Act (InvStG) that at least 75% of the UCITS fund's gross assets (determined as being the value of the investment fund's assets without taking into account liabilities) will be invested in such equity capital investments as defined by article 2 (8) InvStG that are equities which are admitted to official trading on a stock exchange or admitted to, or included in, another organized market ("equity funds").

## Investment committee

### Article 28 Investment committee

The Company may use the advice of an investment committee in relation to the UCITS fund.

## Unit classes

### Article 29 Unit classes

1. Unit classes as defined in article 16 (3) of the General Terms and Conditions of Investment that differ with respect to the distribution policy, the initial sales charge, the redemption fee, the currency of the net asset value per unit including the use of currency hedging transactions, the all-in fee, the minimum investment or a combination of these features may be formed for the UCITS fund. Unit classes may be formed at any time at the discretion of the Company.

2. The conclusion of currency hedging transactions exclusively in favor of each currency unit class is permitted. For currency unit classes hedged in favor of the currency of that unit class (the reference currency), the Company may also, irrespective of article 9 of the General Terms and Conditions of Investment, employ derivatives as defined by article 197 (1) KAGB on exchange rates or currencies in order to prevent losses of net asset value through exchange rate losses on assets held by the UCITS fund that are not denominated in the reference currency of the unit class.

3. The net asset value per unit is calculated separately for each unit class by fully allocating to each specific unit class the launch costs for new unit classes, the distributions (including any taxes payable out of the assets), the all-in fee and the results of currency hedging transactions, including any income adjustments, that are attributable to that unit class.

4. The existing unit classes are enumerated individually in the Sales Prospectus, as well as in the annual and semiannual reports. The configuration characteristics of the unit classes (distribution policy, initial sales charge, currency of the net asset value per unit including the use of currency hedging transactions, all-in fee, the minimum investment or a combination of these features) are described in detail in the Sales Prospectus and in the annual and semiannual reports.

## Units, issue price, redemption price, redemption of units and costs

### Article 30 Units

1. The investors are joint owners, on a fractional basis, of each of the assets of the UCITS fund in proportion to the number of units they hold.

2. Orders for the issue and redemption of units received by the Company or the custodian at or before 4:00 PM CET ("the order acceptance deadline") on a valuation date are processed on the basis of the net asset value per unit on the next valuation date. Orders received by the Company or the custodian after 4:00 PM CET are processed on the basis of the net asset value per unit on the valuation date immediately following that next valuation date.

### Article 31 Issue and redemption price

1. The initial sales charge for the RC unit class is up to 5% of the net asset value per unit. The initial sales charge for the FD, FC, IC, ID, CHF FC, CHF FD, CHF IC and CHF ID unit classes is 0% of the net asset value per unit. The Company is free to charge a lower initial sales charge, or no initial sales charge at all.

2. A redemption fee is not charged. Redemption takes place at the net asset value per unit.

### Article 32 Costs and services received

1. The Company shall receive from the assets of the UCITS fund an all-in fee, expressed as a percentage of the UCITS fund's annual average net asset value, of 0.35% p.a. for the FC, FD, CHF FC and CHF FD unit classes, 0.55% p.a. for the RC unit class and 0.25% p.a. for the IC, ID, CHF IC and CHF ID unit classes, calculated based on the net asset value determined each exchange trading day (see article 18 of the General Terms and Conditions of Investment). The Company has the right to collect monthly prorated advances on this

fee. The following fees and expenses are included in the all-in fee, and will not be charged separately to the UCITS fund:

- a) fee for managing the UCITS fund (collective asset management, which particularly includes fund management, administration, cost of distribution and a service fee for reporting and analysis);
- b) custodian fees;
- c) cash and custody account fees in line with normal banking practice (including, where applicable, normal costs for holding foreign assets in custody abroad);
- d) the costs incurred for printing and mailing the sales documentation intended for investors as required by law (annual and semiannual reports, Sales Prospectuses, Key Information Document);
- e) the costs of announcing the annual and semiannual reports, the issue and redemption prices and (where applicable) distributions or reinvestments and the liquidation report;
- f) the cost of having the UCITS fund audited by the external auditor of the UCITS fund;
- g) the cost of publishing the information required for taxation and the certificate confirming that the tax information was prepared in compliance with German tax law.

2. In addition to the all-in fee payable to the Company from paragraph 1 hereof, the following additional expenses may also be charged to the UCITS fund:

- a) the costs incurred by the Company for asserting and enforcing legal claims for the account of the UCITS fund, and for defending any claims asserted against the Company to the detriment of the UCITS fund;
- b) the costs of creating and using a durable medium, except in the case of providing information on mergers of investment undertakings and except in the case of providing information about measures in connection with investment limit violations or computational errors in the determination of the net asset value per unit;
- c) taxes imposed in connection with the fees payable to the Company, the custodian and third parties, as well as with the aforementioned expenses, including taxes arising in connection with administration and custody.

3. The Company shall receive for the initiation, preparation and execution of securities lending transactions and securities repurchase agreement transactions for the account of the UCITS fund a fee customary in the market of up to one-third of the gross income from these transactions. The Company shall bear the costs incurred in connection with the preparation and the execution of such transactions, including any fees payable to third parties.

4. Transaction costs

In addition to the aforementioned fees and expenses, the costs incurred in connection with

the purchase and sale of fund assets will also be charged to the UCITS fund.

5. The Company shall disclose in the annual report and in the semiannual report the amount of the initial sales charges and redemption fees that have been charged to the UCITS fund, over the period covered by the report, for the acquisition and redemption of units as defined by article 196 KAGB. When acquiring units that are managed directly or indirectly by the Company itself or by another company with which the Company is affiliated through a material direct or indirect equity interest, the Company itself or the other company may not charge initial sales charges and redemption fees for acquisitions and redemptions. The Company shall disclose in the annual report and in the semiannual report the fee charged to the UCITS fund as a management fee for the units held in the UCITS fund by the Company itself, by another (asset) management company, or by another company with which the Company is affiliated through a material direct or indirect equity interest.

## **Distribution policy and fiscal year**

### **Article 33 Distributing unit classes**

1. In distributing unit classes, the Company generally distributes – subject to the requisite adjustment of income – the prorated interest, dividends and other income that have accrued for the account of the UCITS fund during the fiscal year and have not been applied to cover costs. Realized capital gains may also be included in the distribution – subject to the requisite adjustment of income.
2. Distributable prorated income pursuant to paragraph 1 hereof may be carried forward for distribution in future fiscal years, provided that the aggregate amount of the income carried forward does not exceed 15% of the UCITS fund's assets as of the end of the fiscal year. Income from shortened fiscal years can be fully carried forward.
3. In the interest of preserving the capital of the UCITS fund, income may be partially, and in exceptional cases fully, retained in the UCITS fund for reinvestment.
4. Distributions shall be made on an annual basis within four months of the close of the fiscal year.
5. Interim distributions are permitted. Information about interim distributions already planned will be provided in the semiannual or annual report.

### **Article 34 Reinvesting unit classes**

For the reinvesting unit classes, the Company reinvests in the UCITS fund – subject to the requisite adjustment of income – the prorated interest, dividends and other income that have accrued for the account of the UCITS fund during

the fiscal year and have not been applied to cover costs, as well as the capital gains realized during the fiscal year.

### **Article 35 Fiscal year**

The fiscal year of the UCITS fund commences on March 1 and ends on February 28/29.

### **Article 36 Restriction of redemption**

The Company may restrict redemption if the investors' redemption requests reach at least 10% of the net asset value of the UCITS fund ("threshold").

# Management and Administration

## Asset Management Company

DWS Investment GmbH  
60612 Frankfurt/Main, Germany  
Own funds as of  
December 31, 2021: EUR 451.9 million  
Subscribed and paid-in capital as of  
December 31, 2021: EUR 115 million

## Supervisory Board

Dr. Stefan Hoops  
Chairman  
DWS Management GmbH,  
(personally liable partner of  
DWS Group GmbH & Co. KGaA),  
Frankfurt/Main

Christof von Dryander  
Vice-Chairman  
Cleary Gottlieb Steen & Hamilton LLP,  
Frankfurt/Main

Hans-Theo Franken  
Deutsche Vermögensberatung AG,  
Frankfurt/Main

Dr. Alexander Ilgen  
Deutsche Bank AG,  
Frankfurt/Main

Dr. Stefan Marcinowski  
Ludwigshafen

Prof. Christian Strenger  
The Germany Funds  
New York

Elisabeth Weisenhorn  
Portikus Investment GmbH  
Frankfurt/Main

Gerhard Wiesheu  
Partner of Bankhaus  
B. Metzler seel. Sohn & Co. AG,  
Frankfurt/Main

Susanne Zeidler  
Deutsche Beteiligungs AG,  
Frankfurt/Main

## Management

Manfred Bauer  
Speaker of the Management  
DWS Investment GmbH,  
Frankfurt/Main  
Member of the Executive Board of  
DWS Management GmbH,  
(personally liable partner of  
DWS Group GmbH & Co. KGaA),  
Frankfurt/Main  
Member of the Executive Board of  
DWS Beteiligungs GmbH,  
Frankfurt/Main  
Member of the Supervisory Board of  
DWS Alternatives GmbH,  
Frankfurt/Main  
Member of the Supervisory Board of  
DWS Investment S.A.,  
Luxembourg

Dr. Matthias Liermann  
Member of the Executive Board of  
DWS Investment GmbH,  
Frankfurt/Main  
Speaker of the Management  
DWS International GmbH,  
Frankfurt/Main  
Member of the Executive Board of  
DWS Beteiligungs GmbH,  
Frankfurt/Main  
Member of the Executive Board of  
DIP Management GmbH,  
Frankfurt/Main  
(personally liable partner of DIP Service center  
GmbH & Co. KG)  
Member of the Supervisory Board of  
DWS Investment S.A.,  
Luxembourg

Petra Pflaum  
Member of the Executive Board of  
DWS Investment GmbH,  
Frankfurt/Main  
Member of the Executive Board of  
DWS Beteiligungs GmbH,  
Frankfurt/Main

## Depository

State Street Bank International GmbH  
Brienner Straße 59  
80333 Munich, Germany  
Own funds as of  
December 31, 2021: EUR 2,071.9 million  
(As defined by article 72 of Regulation (EU)  
No. 575/2013 (CRR))  
Subscribed and paid-in capital as of  
December 31, 2021: EUR 109.4 million

## Shareholder of DWS Investment GmbH

DWS Beteiligungs GmbH,  
Frankfurt/Main



**DWS Investment GmbH**

60612 Frankfurt/Main, Germany

Tel.: +49 (0) 69-910-12371

Fax: +49 (0) 69-910-19090

[www.dws.com](http://www.dws.com)