

## **ACATIS AKTIEN GLOBAL FONDS UI**

UCITS investment fund under German law

Sales Prospectus including the Terms and Conditions of Investment

Custodian: Hauck & Aufhäuser Privatbankiers KGaA, Frankfurt / Main  
Distributor: ACATIS Investment GmbH, Frankfurt / Main.



Administration • Insourcing • Risk Management

Units in the investment fund ACATIS AKTIEN GLOBAL FONDS UI may be purchased and sold on the basis of the currently applicable Sales Prospectus, the Key Investor Information Document (KIID) and the applicable 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 can be found in Parts F and G after this Sales Prospectus.

Upon request, the Sales Prospectus shall be provided free of charge to any party interested in acquiring a unit in the investment fund ACATIS AKTIEN GLOBAL FONDS UI, together with the most recently published annual report, as well as any semi-annual report published thereafter. In addition, the KIID shall be made available free of charge and in good time prior to contract signature.

Information or statements deviating from the Sales Prospectus may not be provided. Any purchase or sale of units based on information or statements not contained in this Sales Prospectus shall be undertaken at the exclusive risk of the purchaser. This Sales Prospectus is supplemented by the most recent annual report and any semi-annual report published thereafter.

## INVESTMENT RESTRICTIONS FOR U.S. PERSONS

Universal-Investment-Gesellschaft mbH and/or ACATIS AKTIEN GLOBAL FONDS UI have not been and will not be registered pursuant to the latest version of the U.S. Investment Company Act of 1940. The units of the investment fund have not been and will not be registered under the U.S. Securities Act of 1933 or under securities legislation of any federal state in the United States of America (USA). Units in ACATIS AKTIEN GLOBAL FONDS UI may not be offered or sold within the USA or to a U.S. person or on their behalf. Applicants must, where appropriate, demonstrate that they are not U.S. persons, and that they are neither acquiring units on behalf of U.S. persons nor intending to transfer them to U.S. persons. U.S. persons are those who are U.S. nationals or who are established and/or subject to taxation in the USA. U.S. persons may also be partnerships or corporations established in accordance with the laws of the USA or a federal state, territory or dependency thereof.

## IMPORTANT LEGAL IMPLICATIONS OF THE CONTRACTUAL RELATIONSHIP

By acquiring units, investors become co-owners of the assets held by the investment fund, in proportion to the number of their units. They do not have the assets at their disposal. There are no voting rights associated with the units.

The contractual relationship between the capital management company and the investors, as well as any pre-contractual relationships, shall be governed by German law. Pursuant to § 23(2) of the General Terms and Conditions of Investment, the registered office of the capital management company shall be the place of jurisdiction for disputes arising from the contractual relationship, unless the investor has a general place of jurisdiction in Germany. According to § 303(1) of the German Capital Investment Code [*Kapitalanlagegesetzbuch* — KAGB], all publications and promotional material must

be written in German or provided with a German translation. Furthermore, the capital management company shall communicate with its investors entirely in German.

In the event of disputes in connection with the provisions of the KAGB, consumers may contact the "Ombudsman's Office for Investment Funds" of BVI Bundesverband Investment und Asset Management e.V. The right to seek redress in court shall remain unaffected.

The contact details for the "Ombudsman's Office for Investment Funds" of BVI Bundesverband Investment und Asset Management e.V. are as follows:

Ombudsman's Office  
 BVI Bundesverband Investment und Asset Management e.V.  
 Unter den Linden 42  
 10117 Berlin  
 Tel.: +49 (030) 6449046 - 0  
 Fax: +49 (030) 6449046 - 29  
 E-mail: [info@ombudsstelle-investmentfonds.de](mailto:info@ombudsstelle-investmentfonds.de)  
[www.ombudsstelle-investmentfonds.de](http://www.ombudsstelle-investmentfonds.de)

Should any dispute arise in relation to the application of the provisions of the German Civil Code [*Bürgerliches Gesetzbuch* — BGB] concerning distance contracts for financial services, affected parties may also contact the Arbitration Office of Deutsche Bundesbank, Postfach 11 12 32, 60047 Frankfurt, Tel.: (069) 2388 - 1907 oder -1906, Fax: (069) 2388 - 1919, [schlichtung@bundesbank.de](mailto:schlichtung@bundesbank.de). The right to seek redress in court shall remain unaffected.

Securities ID No. / ISIN:  
 Unit class A 978174 / DE0009781740  
 Unit class B (Inst.) A0HF4S / DE000A0HF4S5  
 Unit class C (Inst.) A0YBNM / DE000A0YBNM4  
 Unit class D (CHF) A1C7DK / DE000A1C7DK9  
 Launch date: 21 May 1997  
 As at: 13 July 2017

**Note:**

**The Sales Prospectus will be updated if there are any significant changes.**

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## A. Brief summary of the partners of ACATIS AKTIEN GLOBAL FONDS UI

### 1. Capital management company

Name	Universal-Investment-Gesellschaft mbH
Street address	Theodor-Heuss-Allee 70 60486 Frankfurt / Main
Postal address	Postfach 17 05 48 60079 Frankfurt / Main  Tel.: +49 (069) 7 10 43 - 0 Fax: +49 (069) 7 10 43 - 700  <a href="http://www.universal-investment.com">http://www.universal-investment.com</a>
Foundation	1968
Legal form	Limited liability company (GmbH)
Trade Register	Frankfurt/Main district court (HRB 9937)
Subscribed and paid-up capital	EUR 10,400,000.00 (as at: April 2017)
Equity	EUR 54,421,000.00 (as at: April 2017)
Managing Directors	Frank Eggloff, Munich Oliver Harth (Deputy Spokesman) <sup>1</sup> , Wehrheim Markus Neubauer, Frankfurt/Main Stefan Rockel <sup>2</sup> , Lauterbach Alexander Tannenbaum, Mühlheim am Main Bernd Vorbeck (Spokesman) <sup>3</sup> , Eisenfeld

<sup>1</sup> Also a Managing Director of Universal-IT Services-Gesellschaft mbH.

<sup>2</sup> Also an executive member of the Board of Directors of Universal-Investment-Luxembourg S.A.

<sup>3</sup> Also President of the Board of Directors of Universal-Investment-Luxembourg S.A.



Supervisory Board	Prof. Dr Harald Wiedmann, Chairman Lawyer, Berlin
	Dr. Axel Eckhard, Senior Advisor Montagu, Frankfurt am Main
	Daniel Fischer Director Montagu, Frankfurt am Main
	Daniel F. Just Chairman of the executive board at Bayerische Ver- sorgungskammer, Munich

## 2. Custodian

Name	Hauck & Aufhäuser Privatbankiers KGaA
Street address	Kaiserstraße 24 60311 Frankfurt / Main
Postal address	Postfach 10 10 40 60010 Frankfurt / Main
Telephone	+49 (069) 21 61-0
Fax	+49 (069) 21 61-1340
Legal form	Partnership limited by shares
Trade Register	Frankfurt/Main district court (HRB 20065)
Liable capital	EUR 159,700,000 (as at: 31 December 2014)
Personally liable partner	Jochen Lucht Hauck & Aufhäuser Geschäftsleitungs GmbH
Chairman of the Supervisory Board	Wolfgang Deml

## 3. Advisor company and sales

Name	ACATIS Investment GmbH
Postal address	mainBuilding Taunusanlage 18

	60325 Frankfurt / Main
Telephone	+49 (069) 97 58 37 77
Fax	+49 (069) 97 58 37 99
Website	www.acatis.de
Trade Register	Frankfurt / Main (HRB 38666)
Managing Director/Chairman	Dr. Claudia Giani-Leber Dr. Hendrik Leber Faik Yargucu

#### 4. Auditor

KPMG AG Wirtschaftsprüfungsgesellschaft  
The Square  
Am Flughafen  
60549 Frankfurt / Main

#### 5. Investment Committee

Dr. Hendrik Leber,  
ACATIS Investment GmbH,  
Frankfurt / Main

Axel Janik,  
Hauck & Aufhäuser Privatbankiers KGaA,  
Frankfurt / Main

Michael O. Bentlage,  
Hauck & Aufhäuser Privatbankiers KGaA,  
Munich

## **B. General provisions**

### **1. The investment fund (the Fund)**

The investment fund ACATIS AKTIEN GLOBAL FONDS UI (hereinafter referred to as the "Fund") is an investment fund within the meaning of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (hereinafter referred to as "UCITS") within the meaning of the Kapitalanlagegesetzbuch (Capital Investment Code – hereinafter referred to as the "KAGB"). It is managed by the capital management company Universal-Investment-Gesellschaft mbH (hereinafter referred to as the "Company"). The Fund was launched on 21 May 1997 for an indefinite period.

The Company invests the capital deposited with it in its own name and for the joint account of investors, but separately from its own assets in the form of an investment fund. Said capital is invested pursuant to the principle of risk diversification in assets permitted under the KAGB. The Fund does not form part of the Company's insolvency assets.

The assets in which the Company may invest investors' funds, and the rules it must follow in doing so, are stated in the KAGB and its associated regulations as well as the Terms and Conditions of Investment that govern the legal relationship between the investors and the Company. The Terms and Conditions of Investment include a general and a special part (the "General Terms and Conditions of Investment" and the "Special Terms and Conditions of Investment"). Prior to their application, terms and conditions of investment for a public investment fund must be approved by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht — BaFin).

### **2. Sales documentation and disclosure of information**

The Sales Prospectus, the KIID, the Terms and Conditions of Investment and the current annual and semi-annual reports may be obtained free of charge from the Company, the Custodian, the Custodian, the Distributor and on the Company's website (<http://www.universal-investment.com>).

Additional information regarding the investment limits of the risk management policy for this Fund, the risk management methods and the most recent developments regarding risks and returns for the most important asset classes may be obtained from the Company in electronic or written form.

### **3. Terms and Conditions of Investment and amendments thereto**

The Terms and Conditions of Investment can be found after 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 must be approved by BaFin. Amendments to the Fund's investment principles must also be approved by the Company's Supervisory Board. Amendments to the Fund's current investment principles are permitted only on the condition that the Company offers investors either the redemption of their units at no other cost before the changes enter into force, or the exchange of their units free of charge for units of other investment funds with comparable investment principles, provided that the Company or one of its group companies manages such funds.

The proposed amendments shall be published in the German Federal Gazette [*Bundesanzeiger*] and on the Company's website (<http://www.universal-investment.com>). Investors will also be informed by the body maintaining their securities account, either in paper or electronic form (a "durable medium"), if the amendments relate to any of the following: fees or reimbursements of expenses to be deducted from the Fund, the Fund's investment principles or key investor rights. This information will include the key content of the planned amendments, the reasons for their implementation, the rights of investors in connection therewith and an indication of where and how further information can be obtained.

The amendments shall become effective no sooner than the day following their publication. Amendments to regulations applicable to fees and the reimbursement of expenses shall become effective no sooner than three months following their publication, unless an earlier date is determined with BaFin approval. Amendments to the Fund's current investment principles shall also become effective no sooner than three months following their publication.

## 4. Management Company

### Name, legal form and registered office

The Fund is managed by the capital management company Universal-Investment-Gesellschaft mbH, founded on 4 November 1968 and with its registered office in Frankfurt/Main, Germany. It is a joint venture of German banks and bankers. Its shareholders are Beta HoldCo GmbH, Frankfurt am Main, Alpha LuxCo 1 S.à r.l., Luxembourg, Berenberg Beteiligungsholding GmbH, Hamburg and Lampe UI Beteiligungs GmbH, Düsseldorf.

Universal-Investment-Gesellschaft mbH is a capital management company within the meaning of the KAGB in the legal form of a limited liability company (GmbH).

The Company has been authorised to manage securities investment funds since 1968. The Company has also been authorised to manage money market investment funds since 30 August 1994, as well as unit investment funds, mixed securities and property investment funds and pension investment funds since 19 October 1998. Following the entry into force of the German Investment Act [*Investmentgesetz*], the Company has been authorised to: manage directive-compliant investment funds, pension investment funds and special investment funds since 1 January 2004; manage mixed investment funds and funds of funds with additional risks since 9 August 2005; manage other investment funds and carry out the third-party management of external investment corporations and special investment corporations since 29 April 2008; and manage real-estate investment funds, infrastructure investment funds, employee-participation investment funds, investment funds with additional risks and EU investment funds since 18 August 2011. Following the entry into force of the KAGB, the Company has been authorised to manage investment funds pursuant to Directive 2009/65/EC (hereinafter referred to as the "UCITS Directive") since 21 July 2013. The Company is authorised to act as a UCITS and AIF capital management company.

## **Executive Board/Management Board and Supervisory Board**

More detailed information regarding the Management Board, the composition of the Supervisory Board, the subscribed and paid-up capital as well as the equity can be found in Part A "1. Capital management company" of this Sales Prospectus.

## **Capital and additional equity**

The Company has the professional liability risks arising from the management of funds that do not comply with the UCITS Directive, known as alternative investment funds (hereinafter referred to as "AIF") and that are due to the professional negligence of its bodies or employees, covered by: equity capital of a minimum of 0.01% of the value of the portfolio of all AIFs managed. This amount will be examined and adjusted on an annual basis. This equity forms part of the liable capital stated above.

## **5. Custodian**

The KAGB provides for a separation between the management and custody of investment funds. The Custodian keeps the assets in blocked deposits or blocked accounts and monitors the Company's compliance in its activities regarding these assets with the provisions of the KAGB and the Terms and Conditions of Investment. The investment of assets in the form of bank deposits at other credit institutions, as well as the disposal thereof, are subject to the Custodian's approval. The Custodian must grant its approval if the investment/disposal is in accordance with the Terms and Conditions of Investment and the provisions of the KAGB.

The Custodian also has the following specific duties:

- Issue and redeem Fund units,
- Ensure that the provisions of the KAGB and the Terms and Conditions of Investment of the Fund are observed when issuing and redeeming units and calculating the unit value,
- Ensure that it receives for safekeeping, within the customary time periods, the consideration for transactions undertaken for the collective account of investors,
- Ensure that the Fund's income is used in accordance with the provisions of KAGB and the Terms and Conditions of Investment,
- Monitor credit borrowing by the Company on behalf of the Fund and, where appropriate, approve credit borrowing,
- Ensure that collateral for securities loans is ordered legally and remains available at all times.

## **Company, legal form and registered office of the Custodian**

The Company has appointed Hauck & Aufhäuser Privatbankiers KGaA, with its registered office in Frankfurt / Main, as the Custodian. It is a credit institution under German law. Its main activity is securities trading.

## **Sub-custodian**

The Custodian has delegated the following custodian tasks to another company (Sub-custodian):

The safekeeping of assets held on behalf of the Fund may be carried out by the sub-custodians specified in Part D of this Sales Prospectus.

The following conflicts of interest may arise from this transfer: None.

The Company received the aforementioned information from the Custodian. The Company has checked this information for plausibility. However, it has to rely on the information provided by the Custodian, and cannot verify the accuracy and completeness thereof in detail. The sub-custodians listed in Part D may change at any time. In principle, not all of these sub-custodians are used for the Fund.

### **Liability of the Custodian**

As a rule, the Custodian is responsible for all assets placed either in its custody or, with its consent, in the custody of a third party. If such an asset is lost, the Custodian shall be liable vis-à-vis the Fund and its investors, unless this loss is attributable to events outside the Custodian's control. For damages other than the loss of an asset, the Custodian shall (in principle) only be liable if it has failed to fulfil its obligations under the provisions of the KAGB through negligence, as a minimum.

### **Additional information**

On request, the Company will provide investors with the most up-to-date information on the Custodian and its duties, the sub-custodians and on any possible conflicts of interest in relation to the activities carried out by the Custodian or sub-custodians.

## **6. Advisor company**

In implementing its investment strategy, the Company uses the services of an Advisor Company. The company ACATIS Investment GmbH, Frankfurt / Main has been appointed for this task.

The Advisor Company has the legal form of a limited liability company (GmbH) under German law and has been an authorised financial services company since 27 March 1998. It is subject to the supervision of the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin). Details regarding the Advisor Company can be found in the overview in Part A of this Sales Prospectus. Taking into consideration the general conditions applicable to the Fund and the legal stipulations, the Advisor Company provides the Company with non-binding investment recommendations with a view to investing in assets and concluding the corresponding transactions. To this end, the advisor company is required to monitor and analyse all markets and investments relevant for this purpose.

The advisor company shall be liable vis-à-vis the Company for the fulfilment of these obligations. However, the Company's prudential obligations, as well as its civil liability to investors in the Fund, are not affected by this. Appointing the advisor company does not establish legal relationships between the advisor company and investors in the Fund.

The advisor company acts on behalf of the Fund on the basis of a contract entered into with the Company regarding the advisory services. The advisor company may terminate the contract at any time by giving two weeks' notice. The Company also has ordinary and extraordinary termination rights.

If the Advisor Company is no longer available to provide advisory services to the Fund, the Company shall, unless another investment advisor company can offer services that ensure a continuation of the investment strategy, terminate the management of the Fund subject to a statutory notice period of six months. As a result, the Fund may be liquidated after this period and the proceeds paid out to investors (for this process, see Section 20 "Liquidation, transfer and merger of the Fund"). The Company shall not continue to pursue the investment policy described in Section 11 "Investment objective, investment principles and investment policy" up until the end of the notice period. Instead, it shall invest the Fund's assets exclusively in bank deposits and money market instruments.

## 7. Risk information

**Before deciding to purchase Fund units, investors should carefully read the following risk information as well as the other information in this Sales Prospectus, and take this into account when making an investment decision. The occurrence of one or more of these risks may, individually or together with other circumstances, have an adverse effect on the Fund or the assets held therein, and thereby also negatively affect the unit value.**

**If the investor sells Fund units at a time when the prices of assets in the Fund are lower than when they were acquired, he will not get back the capital he has invested in the Fund, either in whole or in part. The investor may lose the capital invested in the Fund, either in part or in full in individual cases. Capital growth cannot be guaranteed. The investor's risk is limited to the amount invested. Investors are not obliged to provide any funding in addition to the capital invested.**

**In addition to the risks and uncertainties described below or elsewhere in the Sales Prospectus, the Fund's performance may also be affected by various other risks and uncertainties that are currently unknown. The order in which the risks are listed below reflects neither the likelihood nor the magnitude or significance of the occurrence of each individual risk.**

### Fund investment risks

The risks typically associated with investing in a UCITS are described below. These risks may have an adverse effect on the unit value, the capital invested by the investor or the investor's envisaged holding period of investment in the Fund.

#### Fluctuation in the Fund's unit value

The Fund's unit value is calculated by dividing the Fund's value by the number of units in circulation. The Fund's value is the sum of the market values of all the Fund's assets, less the sum of the market values of all the Fund's liabilities. The Fund's unit value therefore depends on the value of the assets

held in the Fund and the amount of the Fund's liabilities. If the value of these assets falls, or the value of the liabilities increases, the Fund's unit value shall fall.

### **Impact of tax-related issues on individual performance**

The tax treatment of investment income depends on the respective investor's individual circumstances and may be subject to change in the future. For specific questions, particularly regarding individual tax situations, investors should contact their personal tax advisors.

### **Amendment(s) to the investment policy or Terms and Conditions of Investment**

The Company may amend the Terms and Conditions of Investment subject to BaFin approval. Any such amendment may also affect the rights of investors. The Company may, for example through an amendment to the Terms and Conditions of Investment, amend the Fund's investment policy or increase the costs charged to the Fund. The Company may also change the investment policy within the statutory and contractually permissible range of investments without changing the Terms and Conditions of Investment and their approval by BaFin. This may result in the risk associated with the Fund changing.

### **Suspension of unit redemption**

The Company may temporarily suspend the redemption of units in the event of extraordinary circumstances which appear to make such suspension necessary in the interests of the investors. Exceptional circumstances in this sense may include economic or political crises, unusually large volumes of redemption requests, the closure of stock exchanges or markets, trade restrictions or other factors that affect the calculation of the unit value. Moreover, BaFin may instruct the Company to suspend the redemption of units if this is deemed necessary in the interests of the investors or the public. During such periods, investors are not permitted to redeem their units. Even during periods when the redemption of units is suspended, the unit value may fall, for example, if the Company is forced to sell assets at less than their market value during this time. The unit value after the resumption of unit redemption may be lower than before the suspension. The suspension of unit redemption may be immediately followed by the liquidation of the investment fund, without the resumption of unit redemption, for example, if the Company terminates the management of the Fund in order for it to be liquidated. Investors may then be subject to the risks of not being able to achieve their planned holding period and not having access to substantial portions of the invested capital for an indefinite period or losing the invested capital entirely.

### **Liquidation of the Fund**

The Company is entitled to cease managing the Fund. The Company may liquidate the Fund in its entirety once management has been discontinued. After a six-month notice period, the right of disposal over the Fund will pass to the Custodian. This means that the investors incur the risk of being unable to complete their planned holding period. Upon transfer of the Fund to the Custodian, the Fund may become subject to taxes other than German income tax. If the Fund units are removed from the investor's securities account after the liquidation procedure has come to an end, the investor may become subject to income tax.



### **Transfer of all the Fund's assets to another open public investment fund (merger)**

The Company may transfer all of the Fund's assets to another UCITS. In this case, investors may either (i) redeem their units, (ii) retain them, meaning they become investors in the absorbing UCITS, or (iii) exchange them for units in an open-ended public investment fund with comparable investment principles, provided that the Company (or a company associated therewith) manages such a fund with comparable investment principles. This also applies if the Company transfers all of the assets of another open public investment fund to the Fund. Investors must therefore make a new investment decision prior to any such transfer. Redeeming a unit may give rise to income taxes. Upon exchanging units for units in a fund with comparable investment principles, the investor may be subject to taxes, for example, if the value of the units obtained exceeds the value of the old ones at the time of acquisition.

### **Transfer of the Fund to another capital management company**

The Company may transfer the management of the Fund to another capital management company. This shall not affect the Fund or the position of the investors. However investors must decide whether they consider the new capital management company to be as suitable as the previous capital management company. If they do not wish to remain invested in the Fund under new management, they must redeem their units. This may give rise to income taxes.

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

It cannot be guaranteed that investors will achieve their desired investment objectives. The Fund's unit value may fall and lead to losses for the investor. No guarantees are given by the Company or third parties as to any particular minimum payment commitment upon redemption or any particular investment performance of the Fund. In addition, any issuing surcharge paid upon the acquisition of units may reduce or even wholly offset the performance of an investment, particularly in the case of short investment periods. Investors may get back an amount lower than the one originally invested.

### **Risks of negative Fund performance (market risk)**

The risks set out below may affect the performance of the Fund or the assets held therein and thereby have an adverse effect on the unit value and the investor's capital invested.

#### **Risks of changes in value**

The assets in which the Company invests on behalf of the Fund are subject to risks. Losses may thus occur if the market value of the assets decreases in comparison to the cost price, or if spot and futures prices evolve differently.

#### **Capital market risk**

The price or market performance of financial products depends, in particular, on that of the capital markets, which in turn is influenced by the general state of the global economy, as well as the economic and political conditions in individual countries. General price performance, particularly on stock markets, can also be affected by irrational factors such as sentiment, opinions and rumours. Fluctua-

tions in market prices and values may also be caused by changes in interest rates, exchange rates or issuer credit ratings.

### **Risk of changes in the share price**

Experience shows that shares are subject to strong price fluctuations and thus also to the risk of price drops. These price fluctuations are particularly affected by the development of profits of issuing companies and developments within the industry, as well as overall macroeconomic developments. Market confidence in the company concerned may also affect price performance. This particularly applies to companies whose shares have only recently been admitted to a stock exchange or another organised market, where even minor changes in forecasts can trigger dramatic price movements. If for a particular share, the percentage of freely tradable shares held by a large number of shareholders (free float) is low, then even minor buy or sell orders for this share may have a substantial impact on the market price and lead to larger price fluctuations.

### **Interest rate risk**

When investing in fixed-income transferable securities, there is the possibility that the market interest rate at the time a transferable security is issued might change. If the market interest rate increases compared to the interest at the time of issue, fixed-income transferable securities will generally decrease in value. In contrast, if the market interest rate falls, the price of fixed-income transferable securities will increase. These changes mean that the current yield of fixed-income transferable securities roughly corresponds to the current market interest rate. However, such fluctuations can have different consequences, depending on the (residual) maturity of fixed-income transferable securities. On the one hand, fixed-income transferable securities with shorter maturities bear lower price risks than those with longer maturities. On the other hand, fixed-income transferable securities with shorter maturities generally have smaller yields than those with longer maturities. Money market instruments tend to bear lower price risks due to their short maturity of no more than 397 days. In addition, the interest rates of different, interest-related financial instruments denominated in the same currency and with a similar residual maturity, may perform differently.

### **Risk of negative interest on deposits**

The Company invests the Fund's cash with the Custodian or other banks on behalf of the Fund. For these bank deposits an interest rate is partly agreed that corresponds to the European Interbank Offered Rate (Euribor) less a specific margin. If the Euribor falls below the agreed margin, this will lead to negative interest rates on the corresponding account. Depending on the European Central Bank's interest-rate policy, both medium and long-term bank deposits may have a negative interest rate.

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

The Company may enter into derivative transactions for the Fund. The purchase and sale of options, as well as the conclusion of futures contracts or swaps, entail the following risks:

- Changes in the value of the underlying instrument can diminish the value of an option right or futures contract. Should it lose all its value, the Company may be forced to let the purchased rights expire. The Fund can also suffer losses due to changes in the value of the assets underlying a swap.

- The leverage effect of options may have a greater impact on the value of the Fund's assets than would be the case if the underlying instruments were acquired directly. It may not be possible to determine the risk of loss when concluding the transaction.
- There may be no liquid secondary market for a particular instrument at a given time. A position in derivatives may then, under certain circumstances, be impossible to be neutralised (closed) profitably.
- The purchase of options carries the risk that the option may not be exercised because the prices of the underlying instruments do not progress as expected; as a result, the option premium paid by the Fund is forfeited. The sale of options carries the risk that the Fund will be required to purchase assets at a higher market price than the current one or to deliver them at a lower market price than the current one. In that case, the Fund would suffer a loss amounting to the price difference less the option premium received.
- Futures contracts are associated with the risk that the Company will be required, on behalf of the Fund, to bear the difference between the price upon conclusion and the market price upon maturity or closing out of the transaction. The Fund would therefore incur losses. The risk of loss cannot be determined when concluding the futures contract.
- A necessary conclusion of an offsetting transaction (close-out) is associated with costs.
- Forecasts made by the Company on the future performance of underlying instruments, interest rates, prices and foreign exchange markets may subsequently prove to be incorrect.
- Assets underlying the derivatives may not be purchased or sold at a favourable time or have to be purchased or sold at an unfavourable time.
- The use of derivatives may result in potential losses that, under certain circumstances, may be impossible to foresee and could actually exceed the margin payments.

With over-the-counter (OTC) transactions, the following risks may occur:

- There may be no organised market, meaning that the Company may find it difficult or impossible to sell financial instruments purchased on the OTC market on behalf of the Fund.
- As a result of the individual agreement, the conclusion of an offsetting transaction (close-out) may be difficult, not possible or associated with significant costs.

### **Risk of changes in the price of convertible bonds and bonds with warrants**

Convertible bonds and bonds with warrants securitise the right to exchange bonds for shares or acquire shares. The performance of the value of convertible bonds or bonds with warrants therefore depends on the price development of the underlying shares. The risks associated with the performance of the underlying shares may therefore also affect the performance of the convertible bond or bond with warrants. Bonds with warrants that give the issuer the right to provide the investor with a number of shares determined in advance (reverse convertibles), instead of repaying a nominal amount, are dependent to an even greater extent on the relevant share price.

### **Risks associated with securities lending**

If the Company grants a securities loan on behalf of the Fund, it transfers this to a borrower who, at the end of the lending agreement, returns transferable securities of the same type, quantity and quality (securities lending). The Company has no possibility to dispose of the lent securities for the duration of the transaction. If the transferable security loses value during the transaction and the Company wishes to sell it in its entirety, it must terminate the loan and await the normal settlement cycle, which may create a loss risk for the Fund.

### **Risks associated with repurchase transactions**

If the Company enters into a repurchase transaction, it sells transferable securities and is obliged to buy them back at a premium at the end of the term. The repurchase price to be paid by the seller at the end of the term in addition to the premium is determined upon conclusion of the transaction. If the transferable securities sold under agreements to repurchase should depreciate in value during the course of the transaction and the Company should wish to sell these in order to limit its losses, it can only do so by exercising the right of early termination. The early termination of the transaction may lead to financial losses for the Fund. Furthermore, it may become clear that the premium to be paid at the end of the term is higher than the income that the Company has generated by reinvesting the cash received.

If the Company purchases transferable securities under a repurchase agreement, it buys them and must sell them again at the end of a term. The repurchase price is already determined upon conclusion of the transaction. Transferable securities purchased under agreements to resell act as collateral to provide liquidity to the contracting partners. Any increases in the value of the transferable securities do not benefit the Fund.

### **Risks associated with receiving collateral**

The Company receives collateral for derivative transactions, securities lending transactions and repurchase agreements. Derivatives, loaned transferable securities or transferable securities sold under agreements to repurchase may increase in value. The collateral provided would no longer be sufficient to cover the full delivery and return claims of the Company vis-à-vis the counterparty.

The Company may invest cash collateral in blocked accounts, high-quality government bonds, or money market funds with a short maturity structure. However, the credit institution where the bank deposits are held may default. Government bonds or money market funds may decrease in value. At the end of the transaction, the full amount of the invested collateral may no longer be available. However, the original amount must be returned by the Company on behalf of the Fund. The Company may thereby be required, on behalf of the Fund, to increase the collateral to the granted amount and to balance out the loss suffered on the investment.

### **Risk associated with securitisation positions without a deductible**

The Fund may only purchase transferable securities that securitise loans (loan securitisation positions) and were issued after 1 January 2011 if the lender retains at least 5% of the volume of the securitisation as a deductible and complies with other requirements. The Company is therefore obliged to take remedial measures in the interest of the investors if loan securitisations issued after this key date do

not comply with these EU standards. Under these remedial measures, the Company may be forced to sell such loan securitisation positions. As a result of the legal regulations for banks, fund companies and, in the future, possibly also insurance companies, there is the risk that the Company will not be able to sell the loan securitisation positions held in the Fund, or will only be able to do so at significant discounts or after an extensive delay. This may result in losses for the Fund.

### **Inflation risk**

Inflation carries a devaluation risk for all assets. This also applies to assets held in the Fund. The inflation rate may be higher than the capital growth of the Fund.

### **Currency risk**

The Fund's assets may be invested in currencies other than that of the Fund. The Fund shall receive the income, repayments and proceeds from such investments in the relevant currency. If the value of this currency falls in relation to the Fund currency, the value of such investments, and thereby that of the Fund, shall also fall.

### **Concentration risk**

Additional risks may arise if investments are concentrated in certain assets or markets. The Fund is then particularly dependent on the performance of said assets or markets.

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

The risks of units in other investment funds whose units are acquired for the Fund ("target funds") are closely linked to the risks associated with the assets held in these target funds and/or the investment strategies pursued by said target funds. Since the managers of the individual target funds act independently of each other, it is possible for several target funds to act according to the same or opposing investment strategies. This may result in existing risks being built up and possible opportunities cancelling each other out. The Company is not normally in a position to control the management of target funds. Their investment decisions do not necessarily have to conform to the assumptions or expectations of the Company. Often, the Company may not be completely up-to-date as to the current composition of the target funds. Should this composition not meet the Company's assumptions or expectations, it may, where applicable, only be able to react with considerable delay by returning target fund units.

Open-ended investment funds, whose units are acquired for the Fund, may also temporarily suspend the redemption of units. The Company would then be prevented from disposing of the units in the other fund by returning them to the Management Company or Custodian of the other fund against payment of the redemption price.

The transparent taxation of investment funds applies if the Fund is subject to the grandfather rules. In order to do so, the Fund must have been launched before 24 December 2013 and comply with the investment rules and borrowing restrictions under the former Investment Act. Alternatively or at the latest after expiry of the grandfather rules, the Fund must comply with the fiscal investment rules (these are the regulations to be observed by the Fund with respect to its investments in order for it to be taxed as an investment fund). If the Fund holds units in target funds, the grandfather rules only

apply if the target fund is subject to the grandfather rules or meets the fiscal investment rules. Where target funds that are not or no longer subject to the grandfather rules breach the fiscal investment rules the Fund must dispose of these as quickly as possible within reason in order to continue to qualify as an investment fund, unless these target fund units do not exceed 10% of the Fund's value. If the Fund does not affect the necessary disposal of target funds, it will no longer qualify as an investment fund for tax purposes and will be taxed under the rules for capital investment companies. As a result, the income at fund level is liable to corporation tax and possibly trade tax. In addition, the distributions made by capital investment companies will be treated as taxable dividends for the investors.

### **Risks resulting from the investment spectrum**

In observance of the investment principles and restrictions laid down by law and the Terms and Conditions of Investment, which provide for a broad framework for the Fund, the actual investment policy can also be geared towards acquiring assets by, for example, focusing on only a few sectors, markets or regions/countries. This concentration on a few specific investment sectors may entail risks (e.g. narrow markets, high volatility within certain economic cycles). The annual report provides information as to the content of the investment policy over the relevant reporting period.

### **Risks of limited or increased Fund liquidity (liquidity risk)**

The risks stated below may have an adverse effect on the Fund's liquidity. These may cause the Fund to be temporarily or permanently unable to fulfil its payment obligations, or cause the Company to be temporarily or permanently unable to comply with redemption requests from investors. Investors may be unable to realise their intended investment duration and, where applicable, be unable to use their invested capital or parts thereof for an indefinite period of time. The materialisation of liquidity risks may also cause a decrease in the net asset value of the Fund and thereby a decrease in the unit value, for example, if the Company were forced to sell assets on behalf of the Fund at less than their market value, subject to legal restraints.

#### **Risk associated with investing in assets**

Assets neither admitted to a stock exchange nor included in an organised market may also be acquired for the Fund. It cannot be guaranteed that these assets can be sold on without discounts, delays or indeed at all. Even assets admitted to a stock exchange may, depending on the market situation, volume, time frame and planned costs, be sold only at high price discounts or not sold at all. Although it is only possible to acquire assets for the Fund that can, in principle, be liquidated at any time, it cannot be ruled out that they can only be sold temporarily or permanently whilst realising losses.

#### **Risk associated with funding liquidity**

The Company may, on behalf of the Fund, take out loans as per the regulations under "Collateral strategy - Borrowing" in Section 12 "Investment instruments in detail". There is the risk that the Company may be unable to take out the required loans, or can only do so under considerably less favourable conditions. Variable-interest loans can also have negative impacts in the event of rising interest rates. Insufficient funding liquidity may affect the Fund's liquidity, meaning that the Company may be forced to sell the assets prematurely or under worse conditions than those envisaged.

## **Risks associated with increased volumes of redemptions or subscriptions**

Investor buying and selling orders add liquidity to or remove it from the Fund's assets. These inflows and outflows may result in a net inflow or outflow from the Fund's liquid assets after netting, which may cause the fund manager to buy or sell assets, resulting in transaction costs. This applies in particular if the inflows and outflows exceed or do not reach the limit set for the Fund by the Company. The resulting transaction costs are charged to the Fund's assets and may adversely affect the Fund's performance. For inflows, increased Fund liquidity may adversely affect the Fund's performance if the Company cannot invest the funds under appropriate conditions.

## **Counterparty risk including loan and receivables risk**

The risks set out below may have an adverse impact on the Fund's performance, and thereby on the unit value and the capital invested by the investor. If the investor sells units in the Fund at a time when a counterparty or central counterparty has defaulted and this has adversely affected the value of the Fund's assets, the investor may not get back the capital invested in the Fund, either in full or in part.

### **Risk of counterparty default/counterparty risks (not including central counterparties)**

The default of an issuer or a contracting partner (counterparty) against whom the Fund has claims may result in losses for the Fund. Issuer risk refers to the impact of particular developments concerning a given issuer that, in addition to the influence exerted by general trends in capital markets, affect the price of a transferable security. Even when the utmost care is exercised in selecting the transferable securities, it cannot be ruled out that losses may be incurred due to the financial collapse of issuers. The party of a contract entered into on behalf of the Fund may default, either in whole or in part (counterparty risk). This applies to all contracts entered into on behalf of the Fund.

### **Risk associated with central counterparties**

A central counterparty (CCP) acts as an intermediary on behalf of the Fund in certain transactions, particularly for derivative financial instruments. In this case, he acts as the buyer vis-à-vis the seller and vice versa. A CCP secures his counterparty risks using a range of protective mechanisms that enable him at any time to offset losses from the transactions entered into, for example via margin payments (e.g. collateralisation). Despite such protective mechanisms, it is still possible for a CCP to default, which could also affect claims of the Company on behalf of the Fund. This may create losses for the Fund that are not covered.

### **Counterparty risks associated with repurchase agreements**

For repurchase agreements, collateral is provided through the consideration of the contracting partner. If the contracting partner defaults during the term of the repurchase agreement, the Company has a right to sell the transferable securities or cash purchased under agreements to resell. There may be a risk of loss for the Fund because the collateral provided is no longer sufficient due to the interim worsening of the issuer's creditworthiness or rising prices of the transferable securities sold under agreements to repurchase in order to cover the full amount of the Company's retransfer claim.

## **Counterparty default risks associated with securities lending**

If the Company grants transferable securities loans on behalf of the Fund, the former must be provided with sufficient collateral to safeguard against the default of the contracting partner default. The amount of the collateral corresponds, as a minimum, to the market value of the securities transferred for lending. The borrower must provide additional collateral if: the value of the transferable securities granted as a loan rises; the quality of the collateral provided declines; or a deterioration in his economic conditions occurs and the collateral already provided is insufficient. If the borrower cannot comply with this obligation to provide additional collateral, there is the risk that the retransfer claim is not fully covered if the contracting partner defaults. If the collateral is held in custody by a body that is not the Fund's Custodian, there is also the risk that it cannot be sold immediately or in full if the borrower defaults.

## **Operational and other risks for the Fund**

The risks set out below may have an adverse impact on the Fund's performance, and thereby on the unit value and the capital invested by the investor.

### **Risks associated with criminal acts, grievances or natural disasters**

The Fund may fall victim to fraud or other criminal acts. It may suffer losses due to misunderstandings or mistakes by employees of the Company or external third parties or be damaged by external events such as natural disasters.

### **Country or transfer risk**

There is the risk that, despite being able to pay, a foreign debtor cannot provide payment in good time or at all or only in a different currency as a result of the inability or unwillingness of its country of domicile to transfer the currency or for other reasons. Thus, for example, payments to which the Company is entitled to on behalf of the Fund may fail to be made or may be made in a currency that is no longer convertible or must take place in another currency due to foreign exchange restrictions. If the debtor pays in another currency, this position is subject to the aforementioned currency risk.

### **Legal and political risks**

Investments may be made on behalf of the Fund in jurisdictions where German law does not apply or, in the event of legal disputes, where the place of jurisdiction is outside Germany. The resulting rights and obligations of the Company on behalf of the Fund may vary from those in Germany, to the disadvantage of the Fund or investor. Political or legal developments, including changes to the legal framework in these jurisdictions, may be identified by the Company either too late or not at all, or result in restrictions on acquirable assets or those already acquired. Such situations may also be brought about by changes in the German legal framework relating to the Company and/or the management of the Fund.

### **Changes to the taxation framework, tax risk**

The tax-related information is based on the current legal situation; it is intended for persons in Germany who are subject to unrestricted income or corporation tax. There is no guarantee, however,



that the tax assessment will not change as a result of legislation, court rulings or decrees issued by the financial authorities.

A change to the Fund's tax bases — that were incorrectly established for previous financial years (e.g. based on external tax audits) — may, in the case of a tax correction that has an adverse impact on an investor, result in the investor being required to pay tax for previous financial years due to the correction, even though he may not have been an investor in the Fund at that time. On the other hand, it may be the case that an investor does not reap the benefits of a tax correction favourable to him for the current and previous financial years when he was an investor in the Fund, because he redeemed or sold the units before the correction.

In addition, a correction of tax data can result in taxable income or tax advantages being assessed in a period that differs from the actual applicable assessment period, resulting in adverse effects for some investors.

### **Key person risk**

A very positive investment performance of the Fund during a particular period may also be depend on the suitability of the acting persons and therefore on the right management decisions. The members of the fund management may, however, change. New decision-makers may not be as successful.

### **Custody risk**

The custody of assets, particularly abroad, is associated with the risk of loss, which may result from insolvency, breach of duty of care, or force majeure.

### **Risk of non-compliance with the fiscal regulations for investment funds**

The InvStG stipulates that until the end of the Fund's financial year ending after 22 July 2016, the Terms and Conditions of Investment and borrowing restrictions of the German Investment Act be complied with in order for funds to be taxed as investment funds. For financial years beginning after 22 July 2016, the InvStG prescribes its own investment rules. Compliance with the fiscal investment rules is particularly dependent on whether the Fund essentially holds only units in other funds that themselves comply with the fiscal investment rules. It cannot be ruled out that the Company may substantially infringe upon the Terms and Conditions of Investment on behalf of the Fund. In the event of any substantial infringement of the Terms and Conditions of Investment, the Fund shall be regarded as a capital investment company, with the result that it shall be subject to regular corporation and trade taxes, in addition to the distributions at investor level being subject to taxation. The overall tax charge is typically greater in the case of taxation as an capital investment company than as an investment fund. For investors, investing in a capital investment company is associated with the risk of comparatively low after-tax returns.

### **Risks associated with trading and clearing mechanisms (settlement risk)**

The settlement of transferable security transactions via an electronic system bears the risk that a contractual party delays payment or does not pay as agreed or that the securities are not delivered in good time.

## **8. Explanation of the Fund's risk profile**

The factors listed below, which give rise to both opportunities and risks, have a particular influence on the Fund's performance:

- **Developments on the international stock markets.**
- **Company-specific developments.**
- **Changes in the exchange rate of non-euro currencies against the euro (unit class A, unit class B (Inst.) and unit class C (Inst.)) or of non-Swiss franc currencies in against the Swiss franc (unit class D (CHF)).**
- **Yield changes or price developments on the bond markets.**
- **Development of yield differences between government securities and corporate bonds (spread development).**
- **The Fund may concentrate its investments for a time to a greater or lesser degree on particular sectors, countries or market segments. This may also result in opportunities and risks.**

Further information regarding the risk profile of the Fund can be found in its KIID, which can be downloaded from the Company's website (<http://www.fondsfinder.universal-investment.com>).

## **9. Increased volatility**

Due to its composition and investment policy, the Fund is subject to increased volatility, i.e. unit prices may be subject to considerable fluctuations even within short periods.

## **10. Profile of the typical investor**

The Fund is intended for investors who are able to assess the risks and value of the investment. Investors must be willing and able to accept substantial fluctuations in the value of the units and the possibility of a significant loss of capital. The Fund may not be suitable for investors who wish to withdraw their money from the Fund within a period of less than seven years.

## **11. Investment objective, investment principles and investment policy**

### **Investment objective**

The Fund's investment objective is to achieve the highest possible increase in value.

## Investment principles and investment policy

The Company may acquire the following assets for the Fund:

- Transferable securities pursuant to § 193 KAGB;
- Money market instruments pursuant to § 194 KAGB;
- Bank balances pursuant to § 195 KAGB;
- Investment units pursuant to § 196 KAGB;
- Derivatives pursuant to § 197 KAGB;
- Other investment instruments pursuant to § 198 KAGB.

The investment policy described below is the one being pursued at the time of this Sales Prospectus going to print. However, it may change at any time, within the framework defined by the Terms and Conditions of Investment.

The Company acquires and sells the eligible assets based on its assessment of the economic and capital market situation and other stock market prospects.

At least two thirds of the Fund is made up of equities.

It invests in equities of issuers worldwide. Up to 25% of the Fund's assets may be invested in debt instruments as well as in convertible and warrant-linked bonds.

The Fund shall primarily invest in equities of companies selected on the basis of conventional equity analysis (fundamental bottom-up analysis of different individual stocks). This means selecting stocks according to classic shareholder value aspects. The fund invests in companies that are undervalued in terms of at least one criterion, specifically:

- - Undervalued corporate profile
- - High earnings power that is not reflected in the stock exchange price
- - Above-average distributions
- - Overlooked sectors or countries
- - Overestimated crises

Transparent accounting and corporate governance shall be key factors in decisions. Historical price performance shall not influence investment decisions.

Equities shall be pre-selected using quantitative screening. The decision to buy shall then be made according to more in-depth individual analysis of company information. The number of equities in the portfolio should remain constant as the intention is to replace less attractive stocks with new additions.

The Fund is geared towards long-term capital growth and accepts short-term, sometimes considerable fluctuations. It is therefore more suitable for offensively positioned investors focused on returns

who want to make use of opportunities on the international equity markets over the medium to long term.

The MSCI World<sup>®4</sup> GDR (EUR) is the benchmark index for the Fund. The benchmark index for the Fund is determined by the Company and may be changed if necessary. However, the Fund does not aim to replicate the benchmark index but rather aims to achieve absolute performance independently of the benchmark index.

The weighting and consideration of investment policy criteria may vary and may involve completely disregarding or significantly overweighting a single or several criteria. The criteria are neither exhaustive nor complete, meaning that other criteria may also be used that are not mentioned here, in particular to take account of future trends.

Due to the planned investment strategy, the turnover rate in the Fund may vary heavily (and thus, over time, result in variable transaction costs being charged to the Fund).

The Fund currency is the euro.

No assurance can be given that the investment policy's objectives will be fulfilled. In particular, there is no guarantee that investors will get back all the assets they have invested in the Fund (see Section 7 "Risk information").

## 12. Investment instruments in detail

### Transferable securities

Up to 100% of the Fund may consist of securities pursuant to § 193 KAGB.

The Company may acquire transferable securities of domestic and foreign issuers on behalf of the Fund if they

1. are admitted to trading on a stock exchange or admitted to or included in another organised market in a Member State of the European Union ("EU") or another State party to the Agreement on the European Economic Area ("EEA");
2. are exclusively admitted to trading on a stock exchange in a state outside the EU or the EEA, or are admitted to trading or included in another organised market in one of these states, provided that BaFin has approved the choice of this stock exchange or organised market.

Recently issued transferable securities may be acquired if, in accordance with their terms of issue, an application must be made for admission to or inclusion in one of the stock exchanges or organised markets indicated in points 1 and 2 above, and the admission or inclusion is made within one year of issue.

<sup>4</sup> MSCI World<sup>®</sup> is a registered trademark of MSCI Inc.

The following shall also be considered "transferable securities" within this sense:

- Units in closed-ended investment funds in a contractual or corporate form that are subject to control by the unitholder (corporate control); in other words, the unitholder must have voting rights relating to important decisions and the right to monitor the investment policy using appropriate mechanisms. The investment fund must also be managed by a legal entity that is subject to the regulations concerning investor protection, unless the investment fund is launched in the form of a company and the activity of the asset manager is not undertaken by another legal entity.
- Financial instruments collateralised by other assets or linked to the performance of other assets. If derivative components are embedded in such financial instruments, other requirements apply so that the Company may acquire these as transferable securities.

Transferable securities may only be acquired under the following conditions:

- The potential loss that the Fund may incur must not exceed the transferable security's purchase price. There must not be any obligation to provide additional funding.
- The liquidity of the transferable security acquired by the Fund must not lead to the Fund becoming unable to fulfil the statutory requirements concerning the redemption of units. This applies whilst taking into account the statutory option to suspend the redemption of units in specific cases (see the sections entitled "Issue and redemption of units" and "Suspension of unit redemption").
- A reliable valuation of the transferable security using exact, reliable and regular prices must be available; these must either be market prices or made available by a valuation system independent from the transferable security's issuer.
- Adequate information concerning the transferable security must be available, either in the form of regular, accurate and comprehensive information on the transferable security's market or in the form of any associated portfolio.
- The transferable security is tradable.
- The acquisition of the transferable security must be in accordance with the Fund's investment objectives and investment strategy.
- The risks of the transferable security are adequately covered by the Fund's risk management.

In addition, transferable securities may be acquired in the following forms:

- Shares to which the Fund is entitled in the event of a capital increase from Company funds.
- Transferable securities acquired through the exercise of subscription rights held by the Fund.

Subscription rights may also be acquired for the Fund as transferable securities within this sense, provided that the transferable securities attributable to these subscription rights are included in the Fund.

## Money market instruments

Up to one third of the Fund's assets may be invested in money market instruments subject to the provisions in § 6 of the General Terms and Conditions of Investment.

On behalf of the Fund, the Company may invest in money market instruments that are normally traded on the money market, as well as in interest-bearing transferable securities, which either have

- a maturity or residual maturity not exceeding 397 days at the time of acquisition for the Fund;
- a maturity or residual maturity exceeding 397 days at the time of acquisition for the Fund, provided that pursuant to their terms of issue, their interest is regularly adjusted to market conditions at least once every 397 days; or
- a risk profile that corresponds to the one of transferable securities that fulfil the criterion for residual maturity or interest adjustment.

Money market instruments may be acquired for the Fund if they are

1. admitted to trading on a stock exchange or admitted to or included in another organised market in an EU Member State or another State party to the EEA Agreement;
2. exclusively admitted to trading on a stock exchange in a third country or another State party to the EEA Agreement, or are admitted or included in another organised market in one of these states, provided that the choice of stock exchange or organised market has been approved by BaFin.
3. issued or guaranteed by the EU, the Federal Republic of Germany, a German federal government fund, a German federal state, another EU Member State or another national, regional or local authority or the central bank of an EU Member State, the European Central Bank or the European Investment Bank, a third country or, if in the case of a Federal State, by one of the members making up the Federal State, or a public international body to which one or more EU Member States belong;
4. issued by an undertaking whose transferable securities are traded on the markets stated in points 1 and 2;
5. issued or guaranteed by a credit institution subject to prudential supervision, in accordance with criteria defined by EU law, or a credit institution that is subject to and complies with prudential rules considered by BaFin to be equal to those of EU law;
6. issued by other issuers, and the issuer in question is
  - (a) a company with capital amounts to at least EUR 10 million and which presents and publishes its annual accounts in accordance with the European Directive on annual accounts of companies with limited liability; or
  - (b) an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group; or
  - (c) an entity that issues money market instruments subject to obligations, through the use of a banking liquidity line. These are products where credit claims of banks are securitised (asset-backed securities).

All the aforementioned money market instruments may only be acquired if they are liquid and their value can be precisely determined at any time. Money market instruments are considered liquid if they can be sold within a sufficiently short time at a limited cost. It is important to note that the Company is obliged to redeem units in the Fund at the request of investors and dispose of such money market instruments at short notice accordingly. There must also be a precise and reliable valuation

system that can determine the net assets value of money market instruments or is based on market data or valuation models, such as systems that extrapolate acquisition costs. The liquidity criterion is considered to have been met for money market instruments if these are admitted to or included in an organised market within or outside the EEA, provided that BaFin has approved the choice of this market.

For money market instruments not listed on a stock exchange or authorised for trade on a regulated market (see points 3–6 above), the issue or issuer of these instruments must also be subject to deposit and investor protection. Appropriate information must therefore be available for these money market instruments that enables an appropriate assessment of the credit risks associated with the instruments; the money market instruments must also be freely transferable. The credit risks may be assessed, for example, by means of an analysis of a credit assessment conducted by a rating agency.

These money market instruments are also subject to the following requirements, unless they have been issued or guaranteed by the European Central Bank or the central bank of an EU Member State:

- If they are issued or guaranteed by the following bodies (stated above in point 3):
  - the EU,
  - the German Federal Government,
  - an investment fund of the German Federal Government,
  - a German federal state,
  - another EU Member State,
  - another central authority,
  - the European Investment Bank,
  - a third country or, in the case of a Federal State, by one of the members making up the federation,
  - a public international body to which one or more Member States belong,

adequate information must be available with regard to the issue or issuance programme or the issuer's legal and financial situation before the money market instrument is issued.

- If they are issued or guaranteed by a credit institution subject to supervision in the EEA (see point 5 above), appropriate information must be available with regard to the issue or issuance programme or the issuer's legal and financial situation before the money market instrument is issued; such information must be updated on a regular basis and whenever a significant event occurs. In addition, data (e.g. statistics) related to the issue or issuance programme must be available so that the credit risks associated with the investment to be appropriately assessed.
- If they are issued by a credit institution that is subject to prudential rules outside the EEA, which are considered by BaFin to be equivalent to those for a credit institution within the EEA, one of the following requirements must be met:
  - The credit institution maintains a registered office in a member state of the Organisation for Economic Co-operation and Development (hereinafter referred to as the "OECD") that is also part of the Group of Ten (G10, group of leading industrialised countries).

- The credit institution has a rating that qualifies as "investment grade", as a minimum. "Investment grade" refers to a rating of "BBB" or "BAA" or higher, as part of the creditworthiness check by a rating agency.
- A comprehensive analysis of the issuer may be used to demonstrate that the prudential rules applicable to the credit institution are at least as stringent as those under EU law.
- For other money market instruments not listed on a stock exchange or admitted to trading on a regulated market (see points 4 and 6 above as well as the others listed under point 3), appropriate information with regard to the issue or issuance programme, as well as the issuer's legal and financial situation, must be made available before the money market instrument is issued; a qualified third party that is independent of the issuer must update such information on a regular basis and whenever a significant event occurs. In addition, data (e.g. statistics) related to the issue or issuance programme must be available so that the credit risks associated with the investment to be appropriately assessed.

## **Bank deposits**

Up to one third of the Fund's assets may be invested in bank deposits.

The Company may only hold bank deposits with a maximum term of 12 months on behalf of the Fund.

These deposits are to be held in blocked accounts with credit institutions that have their registered office in an EU Member State or another State party to the EEA Agreement. They can also be held with credit institutions that have their registered office in a third country where the prudential rules are considered by BaFin to be equivalent to EU law.

## **Investment limits for transferable securities and money market instruments, including the use of derivatives and bank deposits**

### **General investment limits**

The Company may invest up to 10% of the Fund's assets in transferable securities and money market instruments of a single issuer (debtor). In this event, the total value of the transferable securities and money market instruments of these issuers (debtors) may not exceed 40% of the Fund. In addition, the Company may invest 5% of the Fund's assets in transferable securities and money market instruments of a single issuer. Transferable securities purchased under agreements to resell are counted towards these investment limits.

The Company may not invest more than 20% of the Fund's assets in bank deposits at a single credit institution.

### **Investment limit for bonds with special cover funds**

The Company may invest up to 25% of the Fund's assets in mortgage bonds, public-sector bonds or bonds issued by a credit institution with its registered office in an EU Member State or in another State party to the EEA Agreement. This is subject to the condition that the funds received with the



bonds is invested so as to cover the liabilities of the bonds over their entire term, and are primarily allocated to the payment of principal and interest should the bond issuer default. If more than 5% of the Fund's assets is invested in such bonds of a single issuer, the total value of these bonds must not exceed 80% of the Fund's assets. Transferable securities purchased under agreements to resell are counted towards these investment limits.

### **Investment limits for public issuers**

The Company may invest up to 35% of the Fund's assets in bonds, borrower's note loans and money market instruments issued by specific national and supranational public issuers. These public issuers include the German Federal Government, federal states, EU Member States and their local authorities, third countries and supranational public bodies to which one or more Member States belong.

Transferable securities purchased under agreements to resell are counted towards these investment limits.

### **Combination of investment limits**

The Company may invest a maximum of 20% of the Fund's assets in a combination of the following:

- securities or money market instruments issued by a single body,
- deposits made with that body, i.e. bank deposits,
- attributable amounts for the counterparty risk of transactions entered into with this body in derivatives, securities lending and sale and repurchase agreements.

The individual maximum limits in question shall remain the same.

### **Investment limits using derivatives**

The amounts of transferable securities and money market instruments of an issuer that are taken into account for the limits stated above can be reduced by using counter-market derivatives whose underlying instruments are transferable securities or money market instruments of this same issuer. As a result, transferable securities or money market instruments of a single issuer may be acquired on behalf of the Fund in excess of the aforementioned limits, if the resulting increased issuer risk is once again reduced by hedging transactions.

### **Other investment instruments and their investment limits**

The Company may invest up to 10% of the Fund's assets in the following other investment instruments:

- Transferable securities that are not admitted to trading on a stock exchange or admitted to or included in another organised market, but meet the criteria for transferable securities. By way of derogation from traded or admitted transferable securities, the reliable valuation for these transferable securities must be available in the form of a valuation that is conducted at regular intervals and derived from information from the issuer or a competent financial analysis. Appropriate information related to transferable securities that are not admitted to or included in another or-

rganised market must be available in the form of regular and precise information from the Fund, or the associated portfolio must be available, if applicable.

- Money market instruments of issuers that do not meet the aforementioned requirements, if they are liquid and their value can be precisely determined at any time. Money market instruments are considered liquid if they can be sold within a sufficiently short time at a limited cost. It is important to note that the Company is obliged to redeem units in the Fund at the request of investors and dispose of such money market instruments at short notice accordingly. There must also be a precise and reliable valuation system that can determine the net assets value of money market instruments or is based on market data or valuation models, such as systems that extrapolate acquisition costs. The liquidity criterion is considered to have been met for money market instruments if these are admitted to or included in an organised market within or outside the EEA, provided that BaFin has approved the choice of this market.
- New issued of shares if their terms of issue specify:
  - their admission to trading on a stock exchange in an EU Member State or another State party to the EEA Agreement, or their admission to or inclusion in an organised market of an EU Member State or another State party to the EEA Agreement, must be applied for in accordance with their terms of issue, provided that
  - their admission to trading on a stock exchange or their admission or inclusion on an organised market that is not in an EU Member State or in a State party to the EEA Agreement must be applied for in accordance with their terms of issue, provided this choice of stock exchange or organised market has been approved by BaFin; and

the admission or inclusion thereof takes place within one year of their issue.
- Borrower's note loans that can be assigned at least twice after being acquired for the Fund and have been granted by one of the following bodies:
  - a) the German Federal Government, an investment fund of the German Federal Government, a German federal state, the EU or an OECD Member State;
  - b) another domestic authority or a regional government or local authority of another EU Member State or another State party to the EEA Agreement, if the claim can be treated according to the regulations on prudential requirements for credit institutions and securities companies in the same way as one against the central government in whose sovereign area the regional government or authority is located,
  - c) other corporations or institutions under public law with their registered offices in Germany, another EU Member State or another state party to the EEA Agreement,
  - d) companies that issue transferable securities that are admitted to trading on an organised market within the EEA or on another regulated market within the meaning of the current version of Directive 2004/39/EC on markets in financial instruments, or
  - e) other debtors, provided one of the bodies referred to in (a)–(c) above has guaranteed the payment of interest and repayment of principal.

## Investment units

The Company may invest up to 10% of the Fund's assets in units of target funds.

The Company selects the target fund to be acquired either in accordance with said target fund's terms and conditions of investment or investment focus, or its most recent annual or semi-annual report. It may acquire all permitted types of units in domestic investment funds and investment corporations with variable capital and units in EU UCITS and open-ended investment funds (which are not EU UCITS) managed by EU management companies or foreign management companies. The Company is not restricted in its selection with regard to the target fund's origin or location.

The target funds may invest a maximum of up to 10% in units of other open-ended investment funds in accordance with their terms and conditions of investment. For AIF units, the following requirements must also be met:

- The target fund must have been approved in accordance with legal provisions that place it under effective public supervision in order to protect investors, and there must be adequate provision for ensuring cooperation between the supervisory authorities.
- The investors' protection level must be equivalent to that of an investor in a domestic UCITS, particularly with regard to the segregation of management and custody of assets, borrowing, lending and the short selling of transferable securities and money market instruments.
- The business operations of the target fund must be the subject of annual and semi-annual reports that permit an assessment to be made of the assets and liabilities, income and transactions arising during the reporting period.
- The target fund must be a public fund for which there is no limit as to the number of units and the investors have a right to redeem said units.

The Company may not acquire on behalf of the Fund more than 25% of the units issued by a target fund.

Target funds may temporarily suspend the redemption of units within the statutory framework. In this case, the Company may not return the units in the target fund to the management company or custodian or a target fund against payment of the redemption price (refer also to the section entitled "Risk information - Risks associated with investing in investment units"). The Company's website (<http://www.universal-investment.com>) provides information as to whether and to what extent the Fund holds units of target funds that have currently suspended the redemption of units.

## Derivatives

As part of its investment strategy, the Company may conduct derivative transactions on behalf of the Fund. In addition to using derivative transactions for hedging purposes, they may be used for effective portfolio management and generating additional income, i.e. also for speculative purposes. As a result, the risk of loss for the Fund may increase, at least temporarily.

Derivatives are instruments whose prices depend on the price fluctuations/expectations of other assets (underlying instrument). The information below applies both to derivatives and to financial instruments with derivative components (hereinafter collectively referred to as 'derivatives').

Using derivatives must not more than double the Fund's market risk (market-risk limit). 'Market risk' is the risk of loss arising from fluctuations in the market value of assets held in the Fund; these are due

to changes in variable market prices and/or rates such as interest rates, exchange rates, equity and commodity prices or changes in an issuer's credit rating. The Company must adhere to its market-risk limit at all times. The Company must determine the extent to which the market-risk limit has been reached on a daily basis, in accordance with legal requirements deriving from the Regulation on risk management and assessment when using derivatives, securities lending and repurchase agreements in investment funds under the Capital Investment Code (hereinafter referred to as 'the Derivatives Regulation').

In order to determine the extent to which the market-risk limit has been reached, the Company uses the qualified approach as defined in the Derivatives Regulation. To do so, the Company may compare the Fund's market risk with that of theoretical benchmark assets (which do not include derivatives) and limit the risk in proportion thereto. Derivative-free benchmark assets are a theoretical portfolio, the value of which is always equal to the current value of the Fund, but does not involve increasing or decreasing the market risk by using derivatives. The composition of the benchmark assets must also be in accordance with the Fund's investment objectives and investment policy. The derivative-free benchmark assets for the fund consist mainly of (Global/Large Caps) equities.

**By using derivatives, the risk amount for the Fund's market risk must never exceed twice the risk amount for the market risk of the associated derivative-free benchmark assets.**

An absolute limit may also be imposed on the market risk. In doing so, the potential risk amount for the market risk to be assigned to an investment fund may never exceed 20% of the value of the investment fund. The decisive factors in this respect are a confidence level of 99% and a holding period of 20 working days. The holding period may be converted to one day using the square-root-of-time rule. In this case it is not necessary to set a derivative-free benchmark asset portfolio.

The market risk of the Fund and, if applicable, the derivative-free benchmark assets, are determined by using a suitable own risk model (value at risk (VaR) method). The modelling process that the Company uses for this purpose is historical simulation. The Company takes the market price risks from all transactions. The risk model determines to what extent the value of the assets held in the Fund changes over time. The VaR method indicates a limit (expressed in monetary units) on potential losses between two pre-determined times. Such changes in value are the result of fortuitous events, i.e. future market price development; as a result, they cannot be predicted with certainty. The market risk to be determined can in each case only be estimated with a sufficient level of probability.

The Company may invest in any derivatives on behalf of the Fund, provided it has a suitable risk management system. These derivatives must be based either on assets the Fund is allowed to acquire or on the following underlying instruments:

- Interest rates
- Exchange rates
- Currencies
- Financial indices that are sufficiently diversified to provide an adequate reference basis for the market to which they relate and published appropriately.

This includes, in particular, options, financial futures contracts and swaps, as well as combinations thereof.

## Futures contracts

Futures contracts are unconditionally binding on both contracting parties; they require them to buy or sell a specific quantity of a certain underlying at a predetermined price and at a specific date (due date) or within a determined time frame. Within the scope of the investment principles, the Company may enter into futures contracts on behalf of the Fund on all assets the Fund may acquire and that may serve as underlying instruments for derivatives in accordance with the Terms and Conditions of Investment.

## Option contracts

Option contracts grant a third party the right against payment (option premium) to request the delivery or purchase of assets or the payment of a differential amount or to acquire corresponding option rights at a predetermined price (exercise price) during or at the end of a certain period of time. The Company may trade in options on behalf of the Fund in accordance with the investment principles.

## Swaps

The Company may, on behalf of the Fund and in accordance with the investment principles, enter into

- interest rate swaps
- currency swaps
- interest and currency swaps
- variance swaps
- equity swaps
- credit default swaps.

Swaps are agreements exchanging the underlying payment flows or risks between the contracting parties.

## Swaptions

Swaptions are options on swaps. A swaption is the right, but not the obligation, to enter into a swap, the conditions of which are clearly specified, at a given time or within a given period. The principles listed in connection with option contracts also apply. On behalf of the Fund, the investment company may only conclude swaptions that are composed of the options and swaps described above.

## Credit default swaps

Credit default swaps are credit derivatives which enable a potential credit default volume to be passed on to third parties. The seller of the risk pays a premium to its counterparty in return for taking on the credit default risk. In other respects, the information regarding swaps applies mutatis mutandis.

## Total return swaps

The Company is authorised to invest in total return swaps for the Fund. Total return swaps are derivatives in which all returns and fluctuations in value of an underlying asset are exchanged for an agreed fixed interest payment. One counterparty, the collateral buyer, transfers all the credit and market risk from the underlying asset to the other counterparty, the collateral provider. In exchange, the collateral buyer pays a premium to the collateral provider.

Total return swaps can be used for the Fund in order to hedge against price losses and risks from the underlying asset. All Fund assets deemed permissible under § 197 KAGB can be the object of a total return swap. The Company does not, however, currently intend to invest in total return swaps for the Fund.

## Securitised financial instruments

The Company may also acquire the financial instruments described above if they are securitised. In so doing, the transactions involving these financial instruments may be only partially contained in transferable securities (e.g. warrant-linked bonds). The statements regarding opportunities and risks apply mutatis mutandis to such securitised financial instruments, but on condition that the risk of loss for securitised financial instruments is limited to the value of the transferable security.

## OTC derivative transactions

The Company may, on behalf of the Fund, enter into derivative transactions that are admitted to trading on a stock exchange or admitted to or included in another organised market, as well as OTC transactions. The Company may enter into derivative transactions neither admitted to trading on a stock exchange nor included in another organised market except only with suitable credit or financial services institutions on the basis of standardised framework agreements. For OTC derivatives, the counterparty risk for a contracting party is limited to 5% of the Fund's assets. If the contracting party is a credit institution with its registered office in an EU Member State, the EEA or a third country with an equivalent level of supervision, the counterparty risk may be up to 10% of the Fund's assets. OTC derivatives concluded with a central clearing house of a stock exchange or another organised market as the contracting partner are not included when determining counterparty risk limits if the derivatives are subject to a daily valuation at market prices with a daily margin settlement. However, any claims the Fund may have against an intermediary must be included when determining the limits, even if the derivatives involved are traded on a stock exchange or another organised market.

## Currency-hedged unit classes

The Company may on behalf of the Fund enter into derivative transactions that exclusively affect unit class D (CHF). As the Fund may also acquire assets not denominated in the same currency as the stated unit class, such hedging transactions may prevent or reduce losses in unit value in the case of currency fluctuations in this unit class. These hedging transactions have no impact on unit value performance for unit class A, unit class B (Inst.) and unit class C (Inst.).

## Securities lending transactions

The Company is authorised to lend transferable securities, money market instruments and investment units held by the Fund to third parties in return for consideration in line with market conditions. In this respect, the Fund's entire inventory of transferable securities, money market instruments and investment units may only be lent to third parties for indefinite periods of time. The Company does not, however, currently intend to make use of this option, so as a rule no more than 0% of the Fund's assets will be the object of lending transactions. This is, however, only an estimated value that can be exceeded in individual cases.

Just as the Company can conclude lending transactions, it is also entitled to terminate them at any time. The contract must stipulate that transferable securities, money market instruments and investment units of the same type, quality and quantity are returned to the Fund following the ending of the lending transaction. The Fund may not lend its assets unless sufficient collateral is provided. This may be done, inter alia, by assigning or pledging bank deposits, transferable securities or money market instruments. Returns generated from investing this collateral are due to the Fund.

When due, the borrower must also pay the interest on the transferable securities, money market instruments or investment units lent to the Custodian on behalf of the Fund. All transferable securities, money market instruments or investment units transferred to a borrower must not exceed 10% of the Fund's value.

The lent assets shall be held in custody at the borrower's discretion.

The Company may avail itself of an organised system for acquiring and liquidating securities loans. When acquiring and liquidating securities loans via said organised system, collateral need not be provided, as the system itself is designed to protect investor interests. When liquidating securities loans via an organised system, the transferable securities lent to a borrower may exceed 10% of the Fund's value.

The Company can conclude any securities lending transactions itself, without involving external service providers.

The aim of the lending transactions described above is to generate additional returns for the Fund in the form of loan fees.

The Company may not lend money to third parties on behalf of the Fund.

## Repurchase agreements

The Company may enter into repurchase agreements with credit institutions and financial services institutions on behalf of the Fund, provided such agreements have a maximum term of 12 months. In return for a fee, it may assign the Fund's transferable securities, money market instruments or investment units to a lender (simple repurchase agreement) and purchase transferable securities, money market instruments or investment units under an agreement to resell, subject to the applicable investment limits (reverse repurchase agreement). The Fund's entire inventory of transferable securities, money market instruments and investment units may be lent to third parties by way of repur-

chase agreements. The Company does not, however, currently intend to make use of this option, so as a rule no more than 0% of the Fund's assets will be the object of repurchase agreements. This is, however, only an estimated value that can be exceeded in individual cases.

Just as the Company can conclude repurchase agreements, it is also entitled to terminate them at any time, except those with a term of one week or less. When terminating a simple repurchase agreement, the Company shall be entitled to reclaim the transferable securities, money market instruments or investment units sold under said agreement. Terminating a reverse repurchase agreement can lead to the reimbursement of either the full cash amount or the accrued cash value at the current market value. Repurchase agreements are only permitted in the form of genuine repurchase agreements. Under these, the lender is required to return the transferable securities, money market instruments or investment units at a given time or one determined by the borrower, or refund the cash value plus interest.

Assets transferred under repurchase agreements shall be held in custody at the lender's discretion. The Fund's Custodian shall oversee the custody of assets transferred under repurchase agreements.

The Company can conclude any repurchase agreements itself, without involving external service providers.

The aim of the repurchase agreements described above is either to generate additional returns for the Fund (reverse repurchase agreements) or to periodically boost Fund liquidity (simple repurchase agreement).

## **Collateral strategy**

Within the scope of derivative transactions, securities lending transactions and repurchase agreements, the Company shall accept collateral on behalf of the Fund. The collateral serves to eliminate or partially reduce the risk of default of the contracting party to these transactions.

### **Permitted types of collateral**

For derivative transactions, securities lending transactions and repurchase agreements, the Company accepts the following assets as collateral:

- Bank deposits
- Transferable securities
- Money market instruments

### **Scope of collateral provided**

Securities lending transactions are collateralised in full. The collateral's value is the market value of the transferable securities lent plus the associated income. Collateral provided by the borrower must not be less than the collateral value plus a premium that is in line with the market.

Derivatives, securities lending and repurchase agreements must also be sufficiently collateralised to ensure that the attributable amount of the relevant counterparty's default risk does not exceed 5% of



the Fund's assets. If the counterparty is a credit institution with its registered office in an EU Member State or in another State party to the EEA Agreement or in a third country in which equivalent prudential rules apply, the attributable value of the default risk may be up to 10% of the Fund's assets.

### **Valuation discount strategy (haircut strategy)**

In order to use certain valuation discounts, the Company pursues a haircut strategy on assets accepted as collateral. This covers all assets that are permitted as collateral.

### **Investment of cash collateral**

Cash collateral in the form of bank deposits may be held in blocked accounts with the Custodian of the Fund or, subject to the Custodian's consent, other credit institutions. They may only be reinvested in high-quality government bonds or in money market funds with short maturity structures. Cash collateral under reverse repurchase agreements may also be invested with a credit institution if it can be guaranteed that the accrued credit balance can be reclaimed at any time.

### **Borrowing**

Taking out short-term loans for the joint account of investors shall be admissible for up to 10% of the Fund's assets, provided the terms of the loan are in line with the market and the Custodian agrees to the loan.

### **Leverage**

Leverage denotes any method used by the Company to increase the Fund's investment rate. This may be done through securities lending, leverage embedded in derivatives, or in any other way. For the rules on using derivatives and conducting securities lending transactions, see "Derivatives" and/or "Securities lending" under the section entitled "Investment instruments in detail". The borrowing option is explained in the preceding paragraph.

The use of derivatives must not more than double the market risk (see the "Derivatives" sub-section in Section 12 "Investment instruments in detail"). The Company expects that the Fund's leverage arising from the use of derivatives will, as a rule, be less than 2.

Leverage is calculated by dividing the Fund's total exposure by the net asset value. Total exposure is calculated by adding together the net asset value of the Fund and the nominal values of all derivative transactions included therein. Any effects of reinvesting collateral in the case of securities lending transactions and repurchase agreements are taken into account. However, depending on market conditions, the leverage may fluctuate; as a result, the targeted level may be exceeded, despite ongoing monitoring by the Company. The Company may use derivatives for a number of purposes, such as hedging or optimising returns. Nonetheless, overall exposure is always calculated the same way, regardless of the purpose for which they are used. For this reason, the total nominal values do not indicate the potential risks involved for the Fund.

## **Exception: Investments made in the absence of the advisor company**

If the advisor company is no longer available to give investment advice to the fund (see rights of termination and their impacts under Section 6 "Advisor Company"), the Company may terminate management of the Fund subject to a legal notice period of six months. The Company shall not continue to pursue the investment policy described in Section 11 "Investment objective, investment principles and investment policy" until the end of the notice period. Instead, it shall invest the Fund's assets exclusively in bank deposits and money market instruments.

## **13. Valuation**

### **General rules for the valuation of assets**

#### **Assets admitted to a stock exchange or traded on an organised market**

Assets admitted to trading on a stock exchange or admitted or included in another organised market, as well as subscription rights for the Fund, are valued at their most recently available tradable price, unless the "Specific rules for the valuation of individual assets" specify otherwise.

#### **Assets not listed on a stock exchange or traded on organised markets, or those with no tradable price**

Assets that are not admitted to trading on stock exchanges or admitted to or included in another organised market or for which no tradable price is available are valued at the current market value deemed appropriate on the basis of a careful assessment using suitable valuation models and taking current market conditions into account, unless the "Specific rules for the valuation of individual assets" specify otherwise.

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

#### **Unlisted bonds and borrower's note loans**

Bonds neither admitted to trading on a stock exchange nor admitted to or included in another organised market (e.g. unlisted bonds, commercial papers and certificates of deposit) and borrower's note loans are valued on the basis of prices agreed for comparable bonds and borrower's note loans and, if applicable, the market value of bonds issued by comparable issuers with similar terms and interest rates, at a discount (if necessary) to offset the reduced saleability.

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

Options belonging to the Fund and the liabilities from those granted to a third party that are admitted to trading on a stock exchange or admitted to or included in another organised market are valued at their last available tradable price which ensures a reliable valuation.

This also applies to claims and liabilities from futures contracts sold on behalf of the Fund. Margins charged to the Fund shall be added to the value of the Fund, taking into consideration the valuation gains and losses determined on the trading day.

**Bank deposits, fixed-term deposits, investment units and loans**

Bank deposits are, in principle, valued at their net value plus accrued interest.

Fixed-term deposits are valued at the market value, provided they can be terminated at any time and are not refunded at par value plus interest when terminated.

Investment units (units in target funds) are valued, in principle, at their most recently determined redemption price or the latest available tradable price that ensures a reliable valuation. Should these values be unavailable, investment units are valued at their current market value deemed appropriate on the basis of a careful assessment using suitable valuation models and taking current market conditions into account.

For repayment claims resulting from lending transactions, the respective price value of the assets transferred as loans shall apply.

**Assets denominated in foreign currencies**

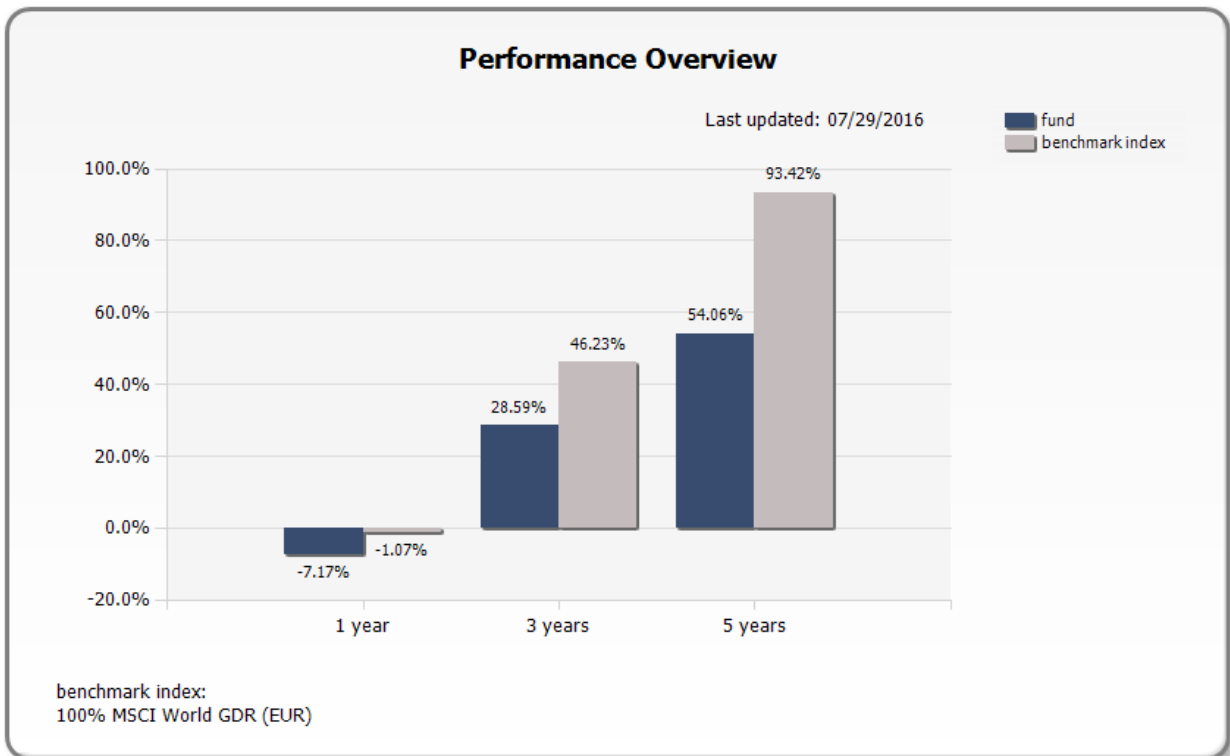
Assets denominated in foreign currencies shall be converted (on the same day) into euro at their exchange rate determined on the basis of The WM Company fixing at 17:00 (CET).

**14. Sub-investment funds**

The Fund is not a sub-investment fund under an umbrella structure.

## 15. Performance

### Unit class A

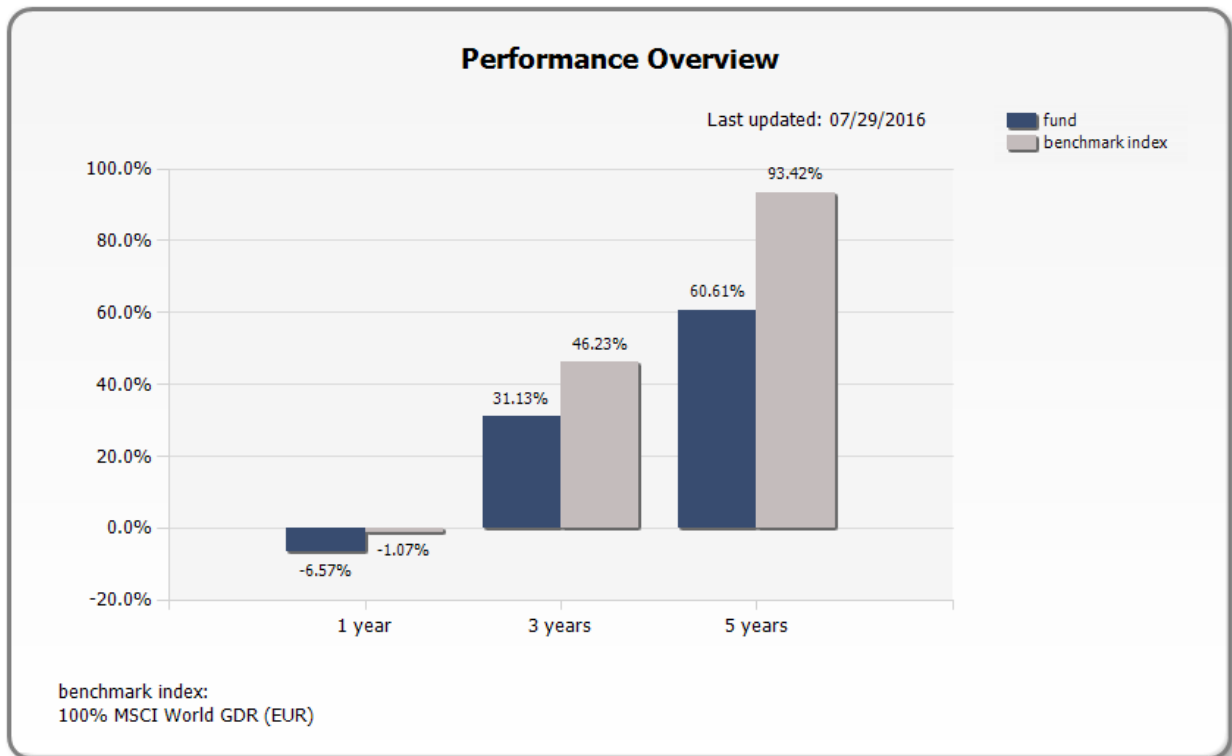


Benchmark index: MSCI® World GDR (EUR);

MSCI® is a registered trademark of MSCI Inc.

**Performance using the BVI method (excluding issuing surcharges). Past performance is no guarantee of similar results in the future. It is not possible to predict these. Current performance details are published in the annual and semi-annual reports and on the Company's website (<http://www.universal-investment.com>).**

## Unit class B (Inst.)

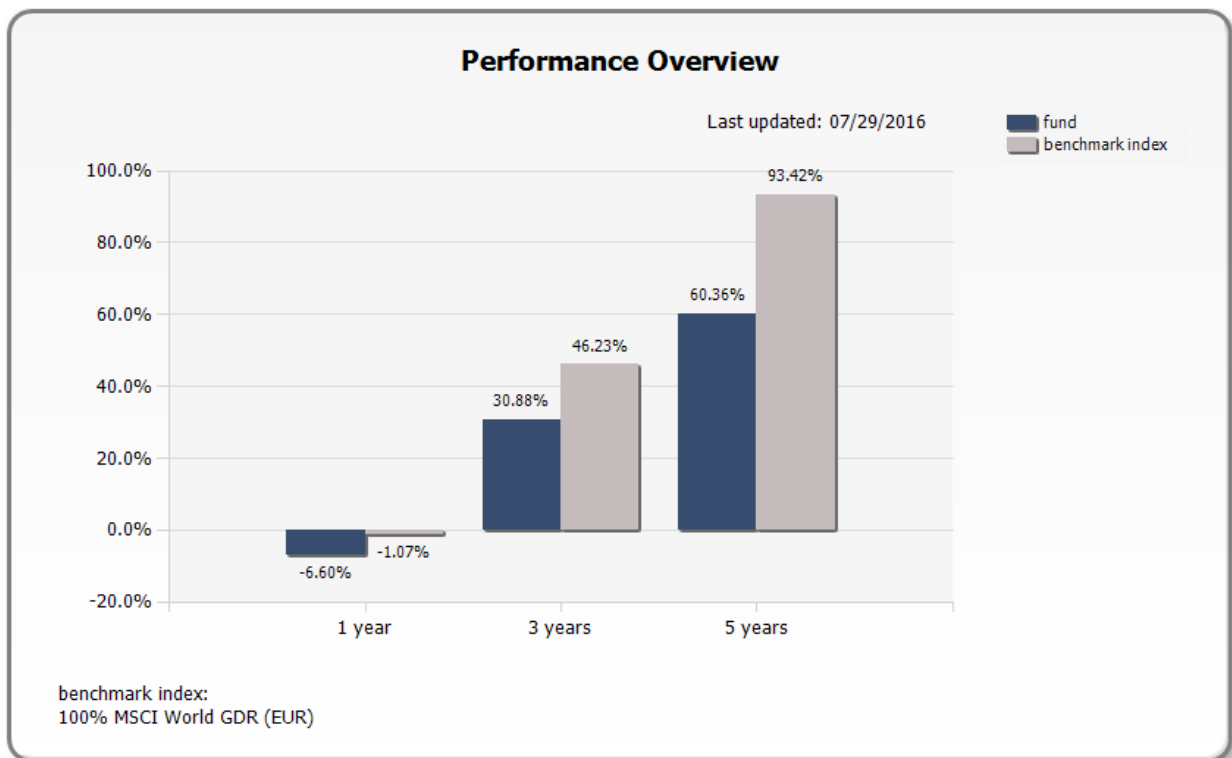


Benchmark index: MSCI® World GDR (EUR);

MSCI® is a registered trademark of MSCI Inc.

**Performance using the BVI method (excluding issuing surcharges). Past performance is no guarantee of similar results in the future. It is not possible to predict these. Current performance details are published in the annual and semi-annual reports and on the Company's website (<http://www.universal-investment.com>).**

## Unit class C (Inst.)

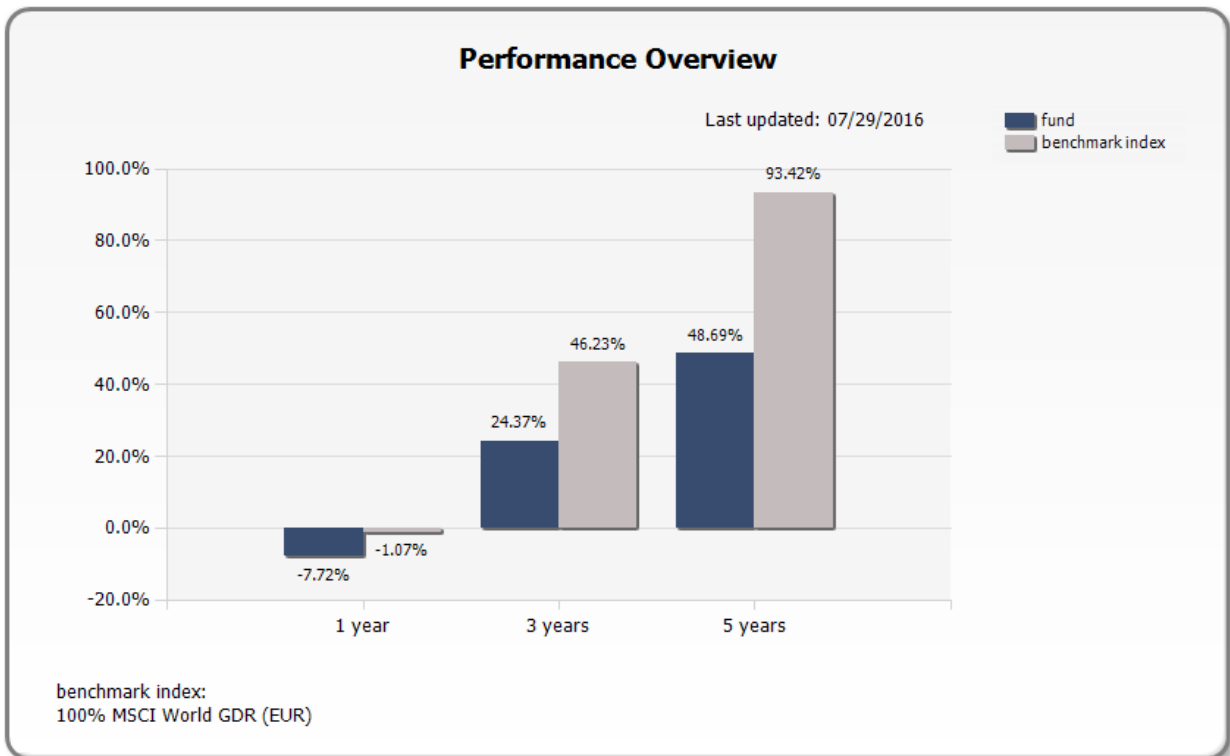


Benchmark index: MSCI® World GDR (EUR);

MSCI® is a registered trademark of MSCI Inc.

**Performance using the BVI method (excluding issuing surcharges). Past performance is no guarantee of similar results in the future. It is not possible to predict these. Current performance details are published in the annual and semi-annual reports and on the Company's website (<http://www.universal-investment.com>).**

## Unit class D



Benchmark index: MSCI® World GDR (EUR);

MSCI® is a registered trademark of MSCI Inc.

**Performance using the BVI method (excluding issuing surcharges). Past performance is no guarantee of similar results in the future. It is not possible to predict these. Current performance details are published in the annual and semi-annual reports and on the Company's website (<http://www.universal-investment.com>).**

In general, the past performance of a fund is no indicator of its future performance.

## 16. Units

Investors' rights are securitised solely in global certificates when the Fund is launched. These global certificates are held in custody by a central securities depository. Investors are not entitled to the physical delivery of unit certificates. Units may only be purchased if they are held in custody. Unit certificates are made out to the bearer and issued for one or more units. When a unit certificate is transferred, the rights vested therein are also transferred.

### Issue and redemption of units

#### Issue of units

In principle, there is no limit to the number of units that may be issued. The units can be acquired from the Custodian, which issues them at the issue price which is equal to their net asset value per

unit ("unit value") plus an issuing surcharge. The acquisition may also be conducted via third parties; this may involve additional costs. The Company reserves the right temporarily or permanently cease the issue of units.

**If minimum investment amounts are specified for individual unit classes, these can be found in Part C "Overview of the unit classes".**

### **Redemption of units**

Investors may request the redemption of units on any valuation date, provided the Company has not temporarily suspended the redemption of units (see "Suspension of unit redemption"). Redemption orders must be placed with the Custodian or the Company. The Company is required to redeem units at the redemption price valid on the settlement date, which is equal to the unit value calculated on that date, less a redemption fee, if applicable. The redemption may also be carried out via third parties; this may involve additional costs.

### **Settlement of unit issue and redemption**

The Company observes the principle of treating all investors equally, by ensuring that no investors can gain advantages by buying or selling units at already known unit values. There is therefore a daily cut-off time for accepting orders. Issue and redemption orders received by the Custodian or Company before the cut-off time for orders will be settled no later than the valuation date following receipt of said orders (= settlement date) at their unit value then determined. Orders received by the Custodian or Company after the cut-off time will not be settled until the next valuation date plus one (= settlement date) at their unit value then determined. Details of the cut-off time for this Fund are available from the Custodian. This can change at any time.

Third parties, e.g. the institution maintaining the securities account, may also act as intermediaries with regard to the issue and redemption of units. These may take longer to settle. The Company has no influence with regard to the various settlement procedures of the institutions maintaining the securities accounts.

### **Suspension of unit redemption**

The Company may temporarily suspend the redemption of units should extraordinary circumstances arise which make such suspension appear necessary in the interests of investors. Such extraordinary circumstances include: the unscheduled closing of a stock exchange on which a significant portion of the Fund's transferable securities is traded; assets cannot be disposed of; or the Fund's assets cannot be valued.

The Company reserves the right to redeem or exchange units at the respective price valid at the time after promptly disposing of the Fund's assets, provided that the interests of all investors are upheld.

The Company shall notify investors that it is suspending and resuming the redemption of units by publishing notices in the German Federal Gazette and also on the Company's website (<http://www.universal-investment.com>). In addition, investors will be informed by the institutions maintaining their securities accounts in electronic or written form.



The Company does not allow market timing or other trading strategies aimed at making short-term profits. Should the Company have reason to believe that such short-term strategies are being used for speculative purposes, it reserves the right to reject applications to subscribe/redeem units in the Fund.

### **Exchange of units**

Units cannot be exchanged between individual unit classes. Should the Company liquidate a unit class, it is not required to offer investors units in another one (details concerning the liquidation of a unit class can be found under Section 20 "Liquidation, transfer and merger of the Fund").

### **Liquidity management**

The Company has laid down written rules and procedures for the Fund which enable it to monitor the Fund's liquidity risks and ensure that the liquidity profile of the Fund's investments covers its underlying liabilities.

Subject to the investment strategy described in Section 11 "Investment objective, investment principles and investment policy", the Fund's liquidity profile is as follows:

- The Fund aims to invest in assets, the whole of which can, in the opinion of the Advisor Company at the time the Sales Prospectus goes to print, be almost fully liquidated within a week.
- The Company shall, in the manner described below, monitor liquidity risks that may arise at fund level, at asset level or as a result of increased redemption orders from investors:
  - The Company must implement a liquidity management system during the course of its business activities for each fund and ensure that investment strategies, liquidity profiles and redemption principles are consistent.
  - The Company's liquidity management system is available in a reasonably documented form, revised at least once a year and updated if necessary.
  - The implemented liquidity management system ensures, as a general rule, that the liquidity level of a given fund covers its underlying liabilities, with the relative liquidity of its assets being valued, inter alia, on the basis of the duration and price at which assets are disposed of.
  - The liquidity level of each fund is also monitored in terms of its key obligations and liabilities as well as the marginal contribution of each individual asset. To this end, the Company considers (inter alia) the profile of the Fund's investor base, the type of investors, the relative size of investments in the Fund and their redemption terms and conditions. If the Fund's assets are invested in other undertakings for collective investment, the approach to liquidity management followed by the asset managers of said other undertakings for collective investment is monitored and checks are regularly made to see if the redemption terms and conditions have been changed.
  - The Company employs reasonable liquidity measurement precautions and procedures in order to determine the quantitative and qualitative risks of the Fund's individual assets. It does so based on reasonable knowledge and experience with regard to the liquidity of individual assets as well as with regard to the related trading volume, price sensitivity and spread under normal and extraordinary liquidity conditions.

- As part of its liquidity management, the Company ensures that the processes and instruments necessary for managing liquidity risks are implemented. It does so by identifying the normal and extraordinary circumstances under which these instruments and precautionary measures may be used, with all investors being treated equally. The Company has suitable escalation processes for managing existing and potential liquidity problems or other emergency situations within the Fund.
- The Company sets individual liquidity limits, taking into account the nature, scope and complexity of each individual managed fund. These limits, which are continuously monitored, reflect the underlying liabilities and redemption principles; reasonable steps are taken to improve the liquidity situation if they are or may be exceeded. When setting these limits, the Company refers to the liquidity management guidelines, the appropriateness of the liquidity profile of the Fund's assets and the impact of atypical redemption requests. Periodic fluctuations are possible.
- The Company conducts regular stress tests with which it can assess the Fund's liquidity risks. The Company conducts stress tests based on current reliable quantitative or, if this is inadequate, qualitative information available. These may include investment strategies, redemption periods, payment obligations and deadlines within which assets may be disposed of, as well as information regarding general investor behaviour and market developments. The stress tests simulate a situation of a lack of liquidity of assets in the Fund, as well as atypical redemption requests. These are performed with a frequency appropriate for the Fund (at least once a year) and take into consideration the Fund's investment strategy, liquidity profile, investor structure and redemption rules.

Redemption rights under normal and extraordinary circumstances and the suspension of redemption are set out under "Issue and redemption of units" and "Suspension of unit redemption" in Section 16 "Units". The risks involved are explained in Section 7 "Risk information", sub-section "Fund investment risks" ("Suspension of unit redemption" and "Risks of limited or increased liquidity of the Fund (liquidity risk)").

## Stock exchanges and markets

Fund units are not admitted to trading on stock exchanges by the Company. However, the Company has noted that Fund units are being traded on the following markets:

- - Hamburg stock exchange ("Fondsbörse Deutschland" segment);
- - Frankfurt stock exchange;
- - Stuttgart stock exchange;
- - Düsseldorf stock exchange;
- - Berlin stock exchange;
- - Munich stock exchange;

The possibility cannot be ruled out that Fund units may also be traded on other markets.

The market price underlying stock market dealings or trading on other markets is not determined exclusively by the value of the assets held in the Fund, but also by supply and demand. Said market price can therefore differ from the unit price.

## **Fair treatment of investors and unit classes**

The Fund consists of various unit classes. Units with different characteristics shall be issued. Units with the same characteristics form a unit class.

The unit classes may differ as regards the use of income, the initial sales charge, the currency of the unit value, the management fee and the minimum investment amount, or a combination of these characteristics. Unit classes shall be listed individually in the Sales Prospectus and in the annual and semi-annual reports. The characteristics of the unit classes are described in detail in the Sales Prospectus and the annual and semi-annual reports. For details of the different characteristics, see "Currency-hedged unit classes" under Section 12 "Investment instruments in detail", Section 16 "Units", subsections "Issue and redemption of units" and "Issue and redemption prices", Section 17 "Management fees and other costs" and Section 19 "Calculation and use of income; financial year".

A list of the unit classes and their issue dates can be found in Part C "Overview of the unit classes".

Due to the different characteristics, the financial results achieved by investors by investing in the Fund may vary, depending on the unit class of the units acquired. This applies to both pre-tax and post-tax returns achieved by the investor.

The unit value is calculated separately for each unit class by attributing the costs and fees (including any taxes to be paid out of the Fund's assets) that apply to a given unit class, including any income equalisation, exclusively to that unit class.

Assets may only be acquired for the Fund as a whole, not for individual unit classes or groups of unit classes.

An exception to this are currency-hedging transactions whose results are allocated to specific unit classes and that have no impact on unit value performance for the other unit classes. See Section 12 "Investment instruments in detail", Subsection "Currency-hedged unit classes" for more details.

Pursuant to § 4(1) of the Special Terms and Conditions of Investment, other unit classes may be created. The Company may, at its discretion, launch new unit classes in the future. However, the rights of investors who have acquired units in existing unit classes shall not be affected. The costs associated with launching a new unit class may only be charged to the investors of the new unit class.

The Company must treat investors in the Fund in a fair manner. When managing liquidity risks and the redemption of units, it may not put the interests of any particular investor or group of investors ahead of those of any other investor or group of investors.

For details on how the Company ensures the fair treatment of investors, see "Settlement of unit issue and redemption" and "Liquidity management" above.

## Issue and redemption prices

To calculate the issue and redemption prices for the units, the Company shall on each valuation date – under the supervision of the Custodian – calculate the value of the assets held by the Fund less its liabilities (net asset value). The value of each unit (unit value) is calculated by dividing the net asset value thus obtained by the number of units issued.

Units in the Fund are valued on all trading days. The Company and Custodian are not required to determine the value on statutory public holidays which are trading days within the scope of the KAGB or on 24 or 31 December of each year. At present, unit prices are not calculated on New Year's Day, Good Friday, Easter Sunday, Easter Monday, May Day, Ascension Day, Whit Sunday, Whit Monday, Corpus Christi, the Day of German Unity, Christmas Eve, Christmas Day, December 26 and New Year holidays.

The value of a unit class shall be calculated when the units are first issued on the basis of the value determined for the entire Fund, pursuant to § 168(1) KAGB.

The value of a unit class is derived from the total change in the Fund's net value proportionally attributable for that unit class compared with the preceding valuation date and the value of that unit class on the preceding valuation date. The value of a unit class shall be determined every trading day, except on the days stated above. The value of a unit in a unit class is equal to the value of the unit class divided by the number of units issued for said unit class.

The income equalisation shall be calculated for each unit class.

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

The Company may temporarily suspend the calculation of the issue and redemption prices under the same conditions as the redemption of units. These are explained in more detail under "Suspension of unit redemption" in Section 16 "Units".

### Issuing surcharge

When determining the issue price, an issuing surcharge is added to the unit value. The issuing surcharge is equal to 5% of the unit value. The Company may charge a reduced issuing surcharge, or not charge one at all, for the Fund or one or more unit classes. This issuing surcharge can reduce or even completely erode performance, particularly in the case of shorter investment periods. The issuing surcharge is essentially a fee for distributing units of the Fund. The Company may pass on the issuing surcharge to any intermediaries as remuneration for distribution services.

**For details of the current issuing surcharge for the individual unit classes, see Part C "Overview of the unit classes".**

### Redemption fee

No redemption fee is charged.

## Publication of the issue and redemption prices

The issue and redemption prices are published on each trading day on the Company's website (<http://www.universal-investment.com>).

### Costs relating to the issue and redemption of units

Units may be issued and redeemed via the Company and the Custodian at the issue price (unit value plus issuing surcharge) or the redemption price (unit value) without any additional costs.

If units are redeemed via third parties, costs may be incurred when redeeming said units. If units are sold via third parties, costs higher than the issuing price may also be charged.

## 17. Management fees and other costs

In return for managing the Fund, the Company receives a fee (payable quarterly) amounting to 0.75% p.a. of the Fund's average value, which is calculated by taking the values on each valuation date. The Company may charge a reduced fee, or not charge one at all, for the Fund or one or more unit classes.

Should any disputed claim be settled in or out of court on behalf of the Fund, the Company may charge a fee of up to 5% of the amounts obtained for said fund, after deducting and settling the costs the Fund incurs in connection with such proceedings.

In return for initiating, preparing and conducting securities lending transactions and repurchase agreements on behalf of the Fund, the Company may receive a flat fee amounting to up to 49% of the net income (income after deduction and settlement of fees incurred through these transactions/agreements, including fees payable to third parties) resulting from these transactions. If the fees payable to third parties or other costs in connection with these transactions exceed the income generated, these are borne by the Company.

The Advisor Company receives a fee (payable quarterly) amounting to 0.60% p.a. of the Fund's average value, which is calculated by taking the values on each valuation date. The Advisor Company may charge a reduced fee, or not charge one at all, for the Fund or one or more unit classes. This fee is not covered by the management fee; as a result, the Company charges it to the Fund.

In return for the performance of its duties, the Custodian receives a fee (payable quarterly) amounting to 0.10% p.a. (at least EUR 10,000.00 p.a.) of the Fund's average value, which is calculated by taking the values on each valuation date. The Custodian may charge a reduced fee, or not charge one at all, for the Fund or one or more unit classes.

At the cost of the Fund, the Advisor Company may also receive a performance fee worth 15% of the amount by which the unit value performance exceeds the benchmark index performance at the end of the accounting period (outperformance above the benchmark index), subject to a maximum of 10% of the average value of the Fund in that accounting period. The Advisor Company may charge a reduced performance fee, or not charge one at all, for the Fund or one or more unit classes.

If the performance of the unit value at the end of an accounting period is less than that of the benchmark index (negative performance with respect to benchmark), then the Advisor Company will not receive a performance fee. When a positive benchmark deviation is calculated, the negative amount for each unit value is calculated on the basis of the maximum agreed amount and carried forward to the next accounting period. For the next accounting period, the Advisor Company will only receive a performance fee if the amount calculated at the end of the new accounting period — based on a positive performance with respect to benchmark — exceeds the negative amount carried over from the preceding accounting period. In this case, the fee is the difference between both values. A negative amount remaining for each unit value is carried forward again to the new accounting period. If a negative performance with respect to the benchmark is again generated at the end of the next accounting period, the existing negative balance carried forward is increased by the amount calculated from this negative performance with respect to the benchmark deviation. When calculating the fee, negative balances carried forward from the previous five accounting periods are taken into consideration.

A positive amount for each unit value which cannot be withdrawn is also carried forward to the new accounting period.

The accounting period begins on 1 January and ends on 31 December of each calendar year. The first accounting period began on 30 June 2013 and will end on 31 December 2014.

The benchmark index set is: MSCI® World GDR (EUR)<sup>5</sup>

The deferred performance fee is calculated by comparing the performance of the benchmark index with that of the unit value, which is calculated using the BVI method<sup>6</sup>, during the accounting period.

The costs charged to the Fund may not be deducted before the comparison with the performance of the benchmark index.

A performance fee accrued in the Fund, corresponding to the result of a daily comparison, is deferred. If, during the accounting period, the performance fee of the unit value is worse than that of the benchmark index, a performance fee which had previously been deferred and corresponds to the daily comparison, is again dismissed in the respective accounting period. The deferred performance fee existing at the end of the accounting period may be withdrawn.

In the absence of the benchmark index, the company shall set another appropriate index to take the place of this index.

The deferred performance fee can, even for a positive benchmark deviation, only be withdrawn if the unit value at the end of the accounting period exceeds the unit value at the start of the accounting period (absolute positive performance of the units).

**An overview of the fees currently charged for each individual unit class can be found in Part C "Overview of the unit classes".**

<sup>5</sup> MSCI® is a registered trademark of MSCI Inc.

<sup>6</sup> An explanation of the BVI method is published on the website of BVI Bundesverband Investment und Asset Management e.V. ([www.bvi.de](http://www.bvi.de)).

In addition to the fees due to the Company, the Custodian and the Advisor or Asset Management Company, the following expenses will also be charged to the Fund:

- standard custodian and account fees, including any standard bank costs for the custody of foreign assets abroad;
- costs of printing and dispatching statutory sales documentation intended for investors (annual and semi-annual reports, Sales Prospectus, KIID);
- costs of publishing the annual and semi-annual reports, the issue and redemption prices and, if applicable, the distributions or reinvestments and the liquidation report;
- costs of setting up and using a durable medium, except in the case of information concerning fund mergers and measures in connection with investment limit infringements or calculation errors when ascertaining the unit value;
- costs of auditing the Fund by the auditor appointed by the Company;
- costs of publishing the bases for taxation and certifying that the tax information has been drawn up pursuant to German tax regulations;
- costs of enforcing and implementing legal claims by the Company on behalf of the Fund, as well as defending claims raised against the Company at the cost of the Fund;
- fees and costs charged by government bodies with respect of the Fund;
- costs of legal and tax advice in connection with the Fund;
- costs and any charges that may arise in connection with the acquisition and/or use or designation of a benchmark or financial index;
- costs of appointing proxies;
- costs of analysing the Fund's investment performance by third parties;
- taxes incurred in connection with both the fees payable to the Company, Custodian and third parties as well as the aforementioned expenses, including taxes arising in connection with management and custody activities.

In addition to the above-mentioned fees and expenses, costs arising in connection with the acquisition and disposal of assets will be charged to the Fund.

The following explanations in terms of the amounts to be charged to the Fund can be made for the aforementioned expenses:

- The fee for the auditor in return for auditing the Fund is composed of a basic fee and additional fees that depend in particular on the number of the Fund's segments and unit classes as well as the its volume; the maximum amount of this fee is EUR 15,000 plus VAT.
- The costs of publishing the bases for taxation and certifying that the tax information has been drawn up pursuant to German tax regulations amount to EUR 1,500 per financial year of the Fund.
- In cases in which a court or out-of-court settlement was reached or a ruling was made by a court within the framework of class actions, the appointed law firm may to this effect receive a fee amounting to up to 5% of the sums incurred by the Fund. Deviating conditions may apply or be

agreed upon for active participation in a class action as a leading plaintiff, for private suits or other court or administrative proceedings. In these cases, the appointed law firm may receive up to 30% of the sums collected.

- For the costs for legal advice in connection with the distribution of the Fund abroad, the Company estimates costs of up to EUR 12,000 per financial year of the Fund. The costs during this period may actually be lower or higher. The amount specified is therefore an estimate.
- BaFin may charge fees or costs (borne by the Fund) for approving the Fund's Terms and Conditions of Investment, approving the Custodian, amending the Terms and Conditions of Investment as well as for other administrative acts related to the Fund. The amounts of these fees or costs can be found in the Regulation governing the apportionment of costs pursuant to the Financial Services Supervision Act [FinDAGKostV], as amended. The applicable version of this regulation is available on BaFin's website ([www.bafin.de](http://www.bafin.de)). For marketing the Fund abroad, the Company estimates costs of up to EUR 20,000 for public bodies per financial year of the Fund. The costs during this period may actually be lower or higher. The amount specified is therefore an estimate.
- The fee for appointing a proxy for the holding of General Meetings amounts to EUR 130 per General Meeting. If the General Meeting is held for several investment funds, a pro rata calculation for the Fund is carried out. The number of general meetings to be held by the proxy for the Fund depends on the latest composition of the portfolio in each case. No maximum amount is established or estimated beforehand.
- For third-party analysis of Fund performance, the Fund may incur costs of up to EUR 5,000 per financial year of the Fund.
- The amount of the costs incurred in the context of the acquisition and disposal of assets depends on the number of transactions actually conducted. For the period of one financial year of the Fund, the Company assumes a maximum amount of 2% of the Fund's average volume. The transaction costs during this period may actually be lower or higher. The aforementioned percentage is therefore an estimate.
- With regard to the other expenses mentioned above, only those that were actually incurred are charged to the Fund. Since the amount of these expenses depends, inter alia, on the volume of the Fund, the portfolio composition or the number of investors in the Fund, no maximum amount for these expenses is established or estimated beforehand.

Management costs (other than transaction costs) charged to the Fund shall be published in the annual report and shown as a proportion of the Fund's average volume (total expense ratio). This comprises the fee for managing the Fund, the Custodian's fee and expenses which may be additionally charged to the Fund (see above). This does not include any ancillary costs and costs incurred in acquiring and disposing of assets.

The Company normally passes some of its management fee on to intermediaries in consideration for distribution services. This may account for a considerable proportion of said fee. The Custodian and Advisor Company or Asset Management Company may use some of the fees they receive to support the distribution activities of intermediaries; said fees are usually based on the level of contribution.

The Company, Custodian and Consultancy Firm or Asset Management Company may, at their discretion, agree with individual investors regarding the partial repayment to these investors of fees re-



ceived. This applies in particular if institutional investors invest large amounts directly and on a long-term basis.

The Company may use non-cash benefits in connection with transactions conducted on behalf of the Fund (broker research, financial analyses, market and price information systems), which are used when making investment decisions in the interests of the unitholders. The Company does not receive any refunds from fees and expenses paid from the Fund to the Custodian and third parties. Please also refer to the corresponding annual reports.

### **Details and costs with regard to the acquisition of investment units**

In addition to its fee for managing the Fund, the Company also charges a management fee for units in investment funds (target funds) held in the Fund.

If the Fund invests a considerable proportion of its value in investment units, all management fees are taken into account when calculating the total expense ratio (see above).

Investors should also bear in mind that, when acquiring other investment units, the Fund may be charged issuing surcharges and/or redemption fees. In addition to such costs, there are also fees, costs, taxes, commissions and other expenses in connection with investment units in which the Fund invests; these are to be borne directly by investors in the Fund. The Fund may also invest in investment units with a different fee structure (e.g. flat fee, performance fee) or for which additional types of fees may be charged.

If a target fund is directly or indirectly managed by the Company or by another company with which the Company is affiliated through a significant direct or indirect shareholding, the Company or the other company may not charge the Fund any issuing surcharge or redemption fee for the acquisition or redemption of investment units in the target funds.

The issuing surcharges and redemption fees charged to the Fund for the acquisition and redemption of units in other investment funds shall be stated in the annual and semi-annual reports. In addition, the fee that has been charged to the Fund (in the form of a management fee for the units held therein) by a domestic or foreign capital management company or a capital management company associated with the Company by way of a shareholding will be published.

## **18. Remuneration policy**

The Company is subject to the prudential requirements applicable to capital management companies as regards the structuring of its remuneration system. The Company has detailed the characteristics in a remuneration policy that aims to ensure a sustainable remuneration system that avoids misplaced incentives to take excessive risks.

The Company's remuneration system is examined at least once a year by the Company's remuneration committee for its suitability and compliance with all statutory provisions. It includes fixed and variable remuneration elements. Setting ranges for overall remuneration ensures that there is no significant dependence on variable remuneration and that the ratio between variable and fixed remuneration is reasonable.

Specific rules apply to Company executives and employees whose activities have a significant influence on the Company's overall risk profile and on the investment funds managed by it ("risk takers"). For these risk-relevant employees at least 40% of the variable remuneration must be deferred for a minimum three-year period. During this period, the deferred portion of the remuneration is risk-dependent, i.e. it may be reduced if the employee or the Company makes negative profit contributions. At the end of each year of the waiting period, the deferred remuneration portion becomes proportionally vested and is paid out on the respective payment deadline.

Further details concerning the Company's current remuneration policy are published on the website <http://www.universal-investment.com/de/Verguetungspolitik-D>. This includes a description of the calculation methods for remunerations and payments to specific employee groups, as well as information on the persons responsible for allocation including the members of the remuneration committee. On request, the information shall be made available in hard copy free of charge.

## **19. Calculation and use of income; financial year**

The Fund may generate income from interest, dividends and income on investment units accrued during the financial year and not used to cover costs. In addition, it may obtain fees from lending and repurchase agreements. Other income may be generated from disposing of assets held on behalf of the Fund.

### **Income equalisation procedure**

The Company uses an income equalisation procedure for the Fund. This means that the pro rata income accrued during the financial year, which the buyer of units must pay as part of the issue price and which the seller of units receives as part of the redemption price, shall be settled on an ongoing basis. Accrued expenses are taken into account when calculating the income equalisation.

The income equalisation procedure is used to balance out fluctuations in the relationship between income and other assets that are caused by net inflows or outflows of funds due to the sale or redemption of units. Otherwise, every net inflow of liquid funds would reduce the proportion of income in the net asset value of the Fund, whilst every outflow would increase it.

As a result, the income equalisation procedure ensures that the income per unit stated in the annual report for accumulating unit classes is not affected by the number of units in circulation and that the distribution amount per unit for distributing unit classes is not affected by the unpredictable performance of the Fund or the units in circulation. It is thus accepted that investors who acquire units e.g. shortly before the distribution date will get back the part of the issue price attributable to income in the form of a distribution, even though their paid-in capital did not contribute to generating the income.

### **Use of income**

For distributing unit classes, the Company shall (in principle) distribute to investors the interest, dividends and income accrued during the financial year from investment units, lending transactions and repurchase agreements and not used to cover costs – provided they are attributable to these unit

classes – within three months of the financial year end. Capital gains and other income may also be distributed.

If the units are held by the Custodian in a securities account, its branches will credit distributions free of charge. Additional costs may be incurred if the securities account is maintained with another bank or savings banks.

For accumulating unit classes, the income attributable to such unit classes is not distributed. Instead, it is reinvested in the Fund.

**Information concerning the use of income for each unit class can be found in Part C "Overview of unit classes".**

## Financial year

The Fund's financial year begins on 1 January and ends on 31 December of each year.

## 20. Liquidation, transfer and merger of the Fund

### Conditions for the liquidation of the Fund

Investors are not entitled to demand that the Fund be liquidated. The Company may terminate its right to manage the Fund subject to at least six months' notice via publication of a notice in the German Federal Gazette, as well as in the annual or semi-annual report. Investors shall also be informed of this termination by the institutions maintaining their securities accounts in electronic or written form. The right of the Company to manage the Fund shall expire on the date on which termination takes effect.

Moreover, the right of the Company to manage the Fund ceases if insolvency proceedings are opened against the Company's assets or following a court order rejecting the opening of insolvency proceedings due to insufficiency of assets.

When the Company loses its authority to manage, the right to dispose of the Fund shall pass to the Custodian, who shall liquidate the Fund and distribute the proceeds to investors or – subject to BaFin approval – transfer the management to another asset management company.

### Procedure for liquidation of the Fund

When the right to dispose of the Fund passes to the Custodian, the issue and redemption of units will cease and the Fund will be liquidated.

The proceeds from disposing of the Fund's assets (less the costs still to be borne by the Fund and the costs incurred with the liquidation) shall be distributed to investors, who shall be entitled to the liquidation proceeds in proportion to their number of units held in the Fund.

On the day its management right expires, the Company shall draw up a liquidation report that meets the requirements for an annual report. This liquidation report shall be published in the German Federal Gazette no later than three months after the Fund is liquidated. While the Custodian is liquidating the Fund, it shall draw up reports annually, as well as on the day the liquidation has been completed, which meet the requirements for an annual report. These reports must be published in the German Federal Gazette no later than three months after the relevant date.

### **Fund transfer**

The Company may transfer the right to manage and to dispose of the investment fund to another capital management company. Transfers are subject to prior approval by BaFin. Approved transfers shall be published in the German Federal Gazette and in the Fund's annual or semi-annual report. Investors shall also be informed about a planned transfer by the agent maintaining their securities account via a durable medium, i.e. in hard copy or electronic form. The date on which the transfer becomes effective is determined by the contractual agreements between the Company and the absorbing capital management company. Transfers shall become effective at the earliest three months after they are published in the German Federal Gazette. Other rights and obligations of the Company with respect to the Fund are then transferred to the absorbing capital management company.

### **Conditions for the merger of the Fund**

All the assets of this Fund may – subject to BaFin approval – be transferred to another investment fund, be it existing or newly created by the merger, that must meet the requirements for a UCITS that was established in Germany or another EU or EEA member state. All of the Fund's assets may be transferred to a domestic investment corporation with variable capital, be it existing or newly created by the merger.

Such transfer shall take effect from the end of the financial year of the Fund (transfer date), unless another transfer date is determined.

### **Rights of investors upon merger of the Fund**

No later than 37 days<sup>7</sup> prior to the planned transfer date, the institutions maintaining the securities accounts of investors in the Fund will send the latter (in electronic or written form) information as to the reasons for the merger, how this may affect investors, what their rights are under the merger and relevant aspects of the process. Investors shall also receive the KIID for the investment fund to which the Fund's assets will be transferred.

Investors have up to five working days before the planned transfer date to either redeem their units without further costs (except for the costs deducted to cover the liquidation costs) or – if possible – to exchange their units for those in another investment fund that is also managed by the Company or a company in the same group and has a similar investment policy as the Fund.

<sup>7</sup> This deadline derives from § 186(2), second sentence in conjunction with § 187(1), point 2 KAGB. § 186 KAGB, on the other hand, mentions 30 "days" and § 187 KAGB mentions five "working days". 30 days as per § 186 KAGB plus five working days as per § 187 KAGB equals a maximum of 37 days.

On the transfer date, the net asset values of the Fund and the absorbing investment fund shall be calculated, the exchange ratio determined and the entire exchange process audited by the auditor. The conversion ratio will be based on the ratio of the net asset values of each unit in the Fund and in the absorbing investment fund at the time of transfer. Investors shall receive a number of units in the Fund which corresponds to the value of their units in the absorbed fund.

Investors who do not exercise their right of redemption or conversion will become investors in the absorbing investment fund on the transfer date. Where appropriate, the Company may also agree with the management company of the absorbing investment fund that investors of the absorbed fund are paid up to 10% of the value of their units in cash. The Fund will cease to exist upon transfer of all of its assets. If the transfer is made during the current financial year of the Fund, the Company must draw up a report on the transfer date that meets the requirements for an annual report.

The Company shall announce in the German Federal Gazette and in the electronic media specified in this Sales Prospectus when the Fund has been merged with another investment fund managed by the Company and the merger has become effective. If the Fund is to be merged with another investment fund that is not managed by the Company, the company managing the absorbing or newly established investment fund will be responsible for announcing that the merger has become effective.

## 21. Brief summary regarding the tax treatment of income for investors

The following information concerning tax regulations is a general summary, and does not constitute any legal or tax advice. Investors are therefore advised to consult their tax advisors regarding their personal tax treatment of investments in this Fund.

Details of how income from this Fund is taxed are published in the annual reports.

**The general tax-related information stated below is based on the current legal situation. There is no guarantee, however, that the tax assessment will not change as a result of legislation, court rulings or decrees issued by the financial authorities.**

Statements concerning tax regulations apply only to investors who are subject to unlimited tax liability<sup>8</sup> in Germany. We recommend that foreign investors<sup>9</sup> consult their tax advisors prior to acquiring units in the Fund described in the Sales Prospectus in order to discuss any possible tax implications in their country of residence arising from the acquisition of units.

As a special-purpose fund, the Fund is exempt from corporation and trade tax. However, the taxable income of the Fund is taxable for the private investor as income from capital assets, which is subject to income tax, provided that it exceeds the saver's flat-rate annual allowance of EUR 801 (for single persons or spouses assessed separately) or EUR 1,602 (for spouses assessed jointly) together with the other investment income.

<sup>8</sup> Investors with unlimited tax liability are referred to hereinafter as domestic taxpayers.

<sup>9</sup> Foreign investors are investors who do not have unlimited tax liability. They are hereinafter referred to as "non-residents for tax purposes".

Income from capital assets is, in principle, subject to a 25% tax deduction (plus solidarity surcharge and, where applicable, church tax). Income from capital assets also includes income distributed by the Fund, distributable income, mid-way profits, as well as any gains from the purchase and sale of fund units, if said units were/are acquired after 31 December 2008.<sup>10</sup>

In principle, for the private investor, the tax deduction acts as a final payment (flat rate withholding tax), meaning that, as a rule, income from capital assets do not need to be declared in the income tax return. In principle, when deducting the tax, the institution maintaining the securities account will have already offset losses and foreign withholding taxes.

However, the tax deduction does not act as a final payment if the personal tax rate is lower than the 25% withholding tax rate. In this case, income from capital assets may be declared in the income tax return. The tax authorities then apply the lower personal rate of tax and offset the aforementioned tax deduction against the personal tax liability (favourable tax treatment).

If income from capital assets was not subject to tax deduction (e.g. gains from the disposal of fund units were generated in a foreign securities account), said income must be declared in the tax return. As part of the assessment, income from capital assets is also subject to the withholding tax rate of 25% or the personal tax rate, whichever is lower.

If units are held as operating assets, the income is considered taxable as operating income. Tax legislation requires a differentiated approach to income components so as to determine which income is subject to investment income tax or other taxes.

## **Units held as personal assets (residents for tax purposes)**

### **Gains from the disposal of transferable securities, gains from forward transactions and income from option premiums**

Gains from the disposal of shares, units in investment funds, near-equity equivalent profit-sharing rights, gains from forward transactions and income from option premiums that are generated at fund level, are not considered at investor level unless distributed. Moreover, gains from the disposal of the following capital claims (known as "good capital claims") are not considered at investor level unless distributed:

- (a) capital claims that have a yield upon issue;
- (b) "normal" bonds and unsecuritised fixed-coupon receivables and down-rating bonds, floaters and reverse floaters;
- (c) risk certificates that reflect the price of a share or a published index for a number of shares on a 1:1 basis;
- (d) reverse convertible bonds, exchangeable bonds and convertible bonds,
- (e) income bonds traded without a separate recording of the accrued interest (flat) and debt dividend rights; and
- (f) cum-warrant bonds.

<sup>10</sup> Gains from the sale of fund units acquired before 1 January 2009 are tax-free for private investors.

If gains from the disposal of the above-mentioned transferable securities/capital claims, gains from forward transactions, as well as income from option premiums are distributed, these are (in principle) taxable and usually subject to the 25% tax deduction (plus solidarity surcharge and, where applicable, church tax). However, distributed gains from the disposal of transferable securities and gains from forward transactions are tax-free if the transferable securities were acquired at the investment fund level before 1 January 2009, or the forward transactions were entered into before 1 January 2009.

Gains from the disposal of capital claims not included in the above list are treated as interest for tax purposes (see below).

### **Interest, dividends and other income**

Interest, dividends and other income are generally taxable for the investor. This applies irrespective of whether said income is reinvested or distributed.

As a rule, it is subject to a 25% tax deduction (plus solidarity surcharge and, where applicable, church tax).

The tax deduction need not be applied if the investor is a resident for tax purposes and presents an exemption order, provided that the taxable income element does not exceed EUR 801 for individual assessment or EUR 1,602 for joint assessment of spouses.

This also applies when providing a certificate for persons that are not expected to be subject to income tax (non-assessment certificate).

If a domestic investor keeps units of an investment fund that is classed as a distributing fund for tax purposes in a domestic securities account, the institution maintaining the securities account (as the paying agent) will not deduct tax if, before the date set for distribution, it receives an exemption order for a sufficient amount and issued in accordance with the official template or a non-assessment certificate issued by the tax authorities for a maximum period of three years. In this case, the investor will be credited for the full amount of the distribution.

For the tax deduction of an investment fund that does not distribute its income, the Fund shall provide the institutions maintaining the custody account with the capital gains tax plus the maximum additional taxes due (solidarity surcharge and church tax). The institutions maintaining the securities accounts deduct the tax in the same manner as in the event of a distribution, taking into account the personal conditions of investors, so that church tax is deducted, if applicable. If the Fund has provided amounts to the institutions maintaining the securities accounts that do not have to be deducted, these amounts are reimbursed.

If units are held in a domestic securities account, investors who provide their institution maintaining their securities account with an exemption order for a sufficient amount or a non-assessment certificate prior to the end of the Fund's financial year will be credited with the amount provided to the institutions maintaining the securities accounts.

If the exemption order or non-assessment certificate is not submitted in due time, or is not submitted at all, the investor shall receive (upon request) from the institution maintaining the custody account a tax certificate for the tax retained and deducted, as well as the solidarity surcharge. Investors then have the opportunity to offset the tax deduction against their personal tax liability as part of their income tax assessment.

If units of a distributing investment fund are not held in a securities account and coupons are presented to a domestic credit institution (self-custody), the 25% tax plus the solidarity surcharge will be deducted.

### **Negative taxable income**

If negative income is remaining after it has been offset against similar positive income at fund level, this negative income is carried forward for tax purposes at fund level. It can be offset against similar future positive taxable income at fund level in subsequent years. Negative taxable income may not be allocated directly to investors. This means that such negative amounts will only affect the investor's income tax during the assessment period (tax year) in which the Fund's financial year ends or in which distribution is made for the financial year of the Fund for which the negative taxable income was offset at fund level. It is not possible for negative income to be taken into account in earlier income tax assessments for investors.

### **Non-dividend distributions**

Non-dividend distributions are not subject to taxation. However, non-dividend distributions that the investor has received during the holding period must be added to the tax liability from the disposal of fund units, i.e. they increase the taxable gain.

### **Capital gains at investor level**

If a private investor sells fund units acquired after 31 December 2008, capital gains are subject to a withholding tax rate of 25%. If the units are held in a domestic securities account, the institution maintaining the securities account will apply the tax deduction. The 25% tax deduction (plus solidarity surcharge and, where applicable, church tax) may be waived following submission of a sufficient exemption order or non-assessment certificate. If such units are sold by a private investor at a loss, the loss may be offset against other positive income from capital assets. If the units are held in a domestic securities account and positive income was generated from capital assets with the same institution maintaining the securities account in the same calendar year, said institution will offset the losses.

Gains on the sale of units acquired before 1 January 2009 are tax-free for private investors.

When determining the capital gains, the acquisition costs will be reduced by the mid-way profit at the time of acquisition, and the sale price will be reduced by the mid-way profit at the time of disposal, so that the double taxation of mid-way profit is avoided (see below). In addition, the sale price will be reduced by the reinvested income on which the investor has already paid taxes, so that double taxation is also avoided in this respect.



Gains from the disposal of fund units acquired after 31 December 2008 are tax-free, insofar as they are attributable to income that is tax-free under a double taxation agreement (DTA) and accrued whilst held in the Fund, but have not yet been recorded at investor level (pro rata real estate gains based on the holding period).

The Company shall publish the real estate gains on each valuation date as a percentage of the Fund's unit value.

## **Units held as operating assets (residents for tax purposes)**

### **Gains from the disposal of transferable securities, gains from forward transactions and income from option premiums**

Gains from the disposal of shares, units in investment funds, near-equity profit-sharing rights and investment units, gains from forward transactions and income from option premiums that are generated at fund level, are not considered at investor level unless distributed. Moreover, gains from the disposal of the following capital claims (known as "good capital claims") are not considered at investor level<sup>11</sup> unless distributed:

- (a) capital claims that have a yield upon issue;
- (b) "normal" bonds and unsecuritised fixed-coupon receivables and down-rating bonds, floaters and reverse floaters;
- (c) risk certificates that reflect the price of a share or a published index for a number of shares on a 1:1 basis;
- (d) reverse convertible bonds, exchangeable bonds and convertible bonds,
- (e) income bonds traded without a separate recording of the accrued interest (flat) and debt dividend rights; and
- (f) cum-warrant bonds.

If these gains are distributed, they are taxable at investor level. Capital gains from shares are entirely<sup>12</sup> tax-free (if the investor is a corporation) or 40% tax-exempt (in the case of other business investors, e.g. sole proprietorships) (partial income method). However, capital gains from bonds/capital claims, forward transactions and income from option premiums are taxable in full.

Gains from the disposal of capital claims not included in the above list are treated as interest for tax purposes (see below).

Distributed capital gains on transferable securities, distributed forward transactions and distributed income from option premiums are, in principle, subject to the tax deduction (25% capital gains tax, plus solidarity surcharge). This does not apply to gains from the disposal of transferable securities acquired before 1 January 2009 and gains from forward transactions entered into before 1 January

<sup>11</sup> § 1(3), third sentence, point (1)(a)–(f) InvStG.

<sup>12</sup> For corporations, 5% of capital gains from shares are deemed non-deductible operating expenses and are therefore taxable.

2009. However, the paying agent shall not deduct any tax if the investor is an corporation with unlimited tax liability or these capital gains are operating income from a domestic business and this has been declared to the paying agent by the creditor of the investment income using an officially required form.

### **Interest and income equivalent to interest**

In principle, investors are subject to tax on interest and income equivalent to interest<sup>13</sup>. This applies irrespective of whether said income is reinvested or distributed.

The institution maintaining the securities account shall only refrain from deducting the tax, or reimburse it, when provided with a non-assessment certificate. The investor will also receive a tax certificate concerning the tax deduction.

### **Domestic and foreign dividends**

Dividends of domestic and foreign public limited companies accrued or deemed to have been accrued to the Fund before 1 March 2013, that have been distributed or reinvested in units held as operating assets are (in principle) tax-free, with the exception of dividends under the German Real Estate Investment Trusts Act for companies with stock exchange listed shares (REITG) for corporations<sup>14</sup>. Due to the new regulation on the taxation of free float dividends, dividends of domestic and foreign public limited companies accrued or deemed to have been accrued to the Fund as a direct investment after 28 February 2013 are taxable. With the exception of dividends under the REITG, dividends paid to sole proprietorships are taxable at a rate of 60% (partial income method).

Domestic dividends are subject to the tax deduction (25% capital gains tax, plus solidarity surcharge).

Foreign dividends are, in principle, subject to the tax deduction (25% capital gains tax, plus solidarity surcharge). However, the paying agent shall not deduct any tax if the investor is an corporation with unlimited tax liability or the foreign dividends are operating income from a domestic business and this has been declared to the paying agent by the creditor of the investment income using an officially required form. For certain corporations<sup>15</sup>, the paying agent must have a certificate from the competent tax authorities, attesting to unlimited tax liability. These corporations are associations without legal personality, institutions, foundations and other special purpose funds under private law as well as legal entities under private law that are not public limited companies, cooperatives or mutual insurance or pension-fund associations.

In the case of investors subject to trade tax, the dividend income that is partially exempt from income tax and corporation tax will be added back, rather than deducted, when calculating their trade income. In the view of the financial authorities, dividends from foreign public limited companies in the form of inter-company dividends are only tax-free if the investor is a (public limited) company within

<sup>13</sup> Pursuant to § 2(2a) of the German Investment Tax Act [InvStG], taxable interest must be accounted for as part of the interest ceiling regulation under § 4h of the German Income Tax Act [EStG].

<sup>14</sup> For corporations, 5% of dividends are deemed non-deductible operating expenses and are therefore taxable.

<sup>15</sup> § 1(1), points 4 and 5 of the German Corporate Income Tax Act (KStG).

the meaning of the DTA and a sufficiently high amount of (inter-company) shareholding is attributable to this investor.

### **Negative taxable income**

If negative income is remaining after it has been offset against similar positive income at fund level, this negative income is carried forward for tax purposes at fund level. It can be offset against similar future positive taxable income at fund level in subsequent years. Negative taxable income may not be allocated directly to investors. These negative amounts will not affect the investor's income tax or corporation tax until the assessment period (tax year) in which the Fund's financial year ends, or in which distribution takes place for the Fund's financial year for which the negative taxable income is offset at fund level. It is not possible for negative income to be taken into account in earlier income/corporation tax assessments for investors.

### **Non-dividend distributions**

Non-dividend distributions are not taxable. For investors required to draw up balance sheets, this means that non-dividend distributions must be recognised as income in the trade balance sheet, and that a passive offsetting item must be listed as an expense in the tax balance sheet, thus reducing historical acquisition costs in a technically tax-neutral manner. Alternatively, the amortised acquisition costs may be reduced by the pro rata amount of the non-dividend distribution.

### **Capital gains at investor level**

Gains from the disposal of units held as operating assets are, as a rule, tax-free<sup>16</sup> for corporations, provided that said gains come from dividends that are accrued or not deemed to have been accrued and from realised and unrealised gains of the Fund from domestic and foreign shares and provided that these dividends and gains are tax-free when assigned to the investor (gains from shares). For sole proprietorships, 60% of these capital gains is taxable. The capital management company shall publish the share profit (since 1 March 2013, due to the aforementioned statutory amendment, two share profit figures have been published separately for corporations and sole proprietorships – where applicable, separate publication only occurs retrospectively) on each valuation date as a percentage of the Fund's unit value.

Gains from the disposal of units are also tax-free, insofar they are attributable to income that is tax-free under a double taxation agreement (DTA) and accrued whilst held in the Fund, but have not yet been recorded at investor level (pro rata real estate gains based on the holding period).

The Company shall publish the real estate gains on each valuation date as a percentage of the Fund's unit value.

<sup>16</sup> For corporations, 5% of the taxable capital gains is deemed non-deductible operating expenses and is therefore taxable.

## Summary for normal commercial groups of investors

<i>Accumulated or distributed</i>	<b>Interest, gains from the sale of bad capital claims and other income</b>	<b>German dividends</b>	<b>Foreign dividends</b>
<b>Domestic investors</b>			
Sole proprietorships	<u>Capital gains tax:</u> 25%		<u>Capital gains tax:</u> Not applicable
	<u>Material taxation:</u> Income tax and trade tax; trade tax is offset against income tax; foreign withholding taxes may, where applicable, be offset or deducted	<u>Material taxation:</u> Trade tax on 100% of the dividends; income tax on 60% of the dividends, provided these are not REIT dividends or dividends of investment corporations subject to low tax rates; trade tax will be offset against income tax	
Corporations subject to standard taxation	<u>Capital gains tax:</u> Does not apply to banks; 25% in other cases	<u>Capital gains tax:</u> 25%	<u>Capital gains tax:</u> Not applicable
[Regelbesteuerung] (typically industrial companies; banks, provided units are not part of the trading portfolio; property insurers)	<u>Material taxation:</u> Corporation tax and trade tax; foreign withholding taxes may, where applicable, be offset or deducted	<u>Material taxation:</u> Corporation tax and trade tax	<u>Material taxation:</u> Corporation tax and income tax; foreign withholding tax may be offset at the maximum DTA rate or deducted upon calculation of the income
Life and health insurance companies and pension funds in which the fund units are attributable to the capital investments	<u>Capital gains tax:</u> Not applicable		
	<u>Material taxation:</u> Corporation tax and trade tax, if no provision is made for the refunding of premiums in the financial statements, which also must be recognised for taxation purposes; foreign withholding taxes may be offset or deducted where applicable		
Banks which hold units of the Fund in the trading portfolio	<u>Capital gains tax:</u> Not applicable	<u>Capital gains tax:</u> 25%	<u>Capital gains tax:</u> Not applicable
	<u>Material taxation:</u> Corporation tax and trade tax; foreign withholding taxes may, where applicable, be offset or deducted		<u>Material taxation:</u> Corporation tax and income tax; foreign withholding tax may be offset at the maximum DTA rate or deducted upon calculation of the income
Tax-exempt charitable, benevolent or church investors (in particular - churches and charitable foundations)	<u>Capital gains tax:</u> Not applicable		
	<u>Material taxation:</u> Tax-free		
Other tax-exempt investors (in particular pension funds, death benefit funds and provident funds, provided they meet the conditions of corporation tax	<u>Capital gains tax:</u> Not applicable	<u>Capital gains tax:</u> 15%	<u>Capital gains tax:</u> Not applicable
	<u>Material taxation:</u> Tax-free	<u>Material taxation:</u> Tax deduction definitely applies	<u>Material taxation:</u> Tax-free

law).			
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<b>Accumulated or distributed</b>	<b>Interest, gains from the sale of bad capital claims and other income</b>	<b>German dividends</b>	<b>Foreign dividends</b>
Commercial partnerships	<u>Capital gains tax:</u> 25%		<u>Capital gains tax:</u> Not applicable
	<u>Material taxation:</u> Trade tax does, in some cases, apply to partnerships. In this respect, trade tax is not (in principle) charged at partner level. For the purpose of income/corporation tax, the income of the partnership is calculated uniformly and separately. The partners are required to pay tax on this income in accordance with the rules which would apply if they held a direct stake in the Fund. In the case of partnerships which are not subject to corporation tax law, the proportionate trade tax applicable to the partners is offset against income tax.		
Asset management partnerships	<u>Capital gains tax:</u> 25%		
	<u>Material taxation:</u> Trade tax does not apply to partnerships. Income from partnerships is subject to income or corporation tax and, where applicable, trade tax, at investor level and the same taxation consequences exist as if the partners had directly invested in the Fund.		
<b>Foreign investors</b>	<u>Capital gains tax:</u> Not applicable	<u>Capital gains tax:</u> 25%; where applicable, relief on the DTA maximum rate possible when applying for refund of withholding tax to the Federal Central Tax Office; if no withholding tax is refunded, tax deduction is final	<u>Capital gains tax:</u> Not applicable
	<u>Material taxation:</u> The investor is subject to limited taxation on German dividends, German rental income and income from the sale of German real estate within the 10-year period. By submitting a tax return in Germany, the investor may receive a refund of the capital gains tax on German rental income and income from the sale of German real estate (the capital gains tax is treated as a prepayment; the corporation tax rate in Germany is only 15%). In other cases, material taxation is governed by the rules of the investor's country of residence.		

<b>Distributed</b>	<b>Gains from the sale of good capital claims and forward transactions</b>	<b>Gains from the sale of shares</b>
<b>Domestic investors</b>		
Sole proprietorships	<u>Capital gains tax:</u> Not applicable	
	<u>Material taxation:</u> Income tax and trade tax; trade tax is offset against income tax	<u>Material taxation:</u> Income tax on 60% of gains, except those from the sale of REIT shares or from the sale of investment corporations subject to low tax rates; exempt from trade tax
Corporations subject to standard taxation [Regelbesteuerung] (typically industrial companies; banks, provided units are not part of the trading portfolio; property insurance companies)	<u>Capital gains tax:</u> Not applicable	
	<u>Material taxation:</u> Corporation tax and trade tax; foreign withholding taxes may, where applicable, be offset or deducted	<u>Material taxation:</u> Tax-free, except for gains from the sale of REIT shares or from the sale of capital investment corporations subject to low tax rates; for corporation tax purposes, 5% of the tax-free profits are not classified as deductible operating expenses
Life and health insurance companies and pension funds in which the fund units are attributable to the capital investments	<u>Capital gains tax:</u> Not applicable	
	<u>Material taxation:</u> Corporation tax and trade tax, if no provision is made for the refunding of premiums in the financial statements, which also must be recognised for taxation purposes; foreign withholding taxes may be offset or deducted where applicable	
Banks which hold units of the Fund in the trading portfolio	<u>Capital gains tax:</u> Not applicable	
	<u>Material taxation:</u> Corporation tax and trade tax; foreign withholding taxes may, where applicable, be offset or deducted	
Tax-exempt charitable, benevolent or church investors (in particular churches and charitable foundations)	<u>Capital gains tax:</u> Not applicable	
	<u>Material taxation:</u> Tax-free	
Other tax-exempt investors (in particular pension funds, death benefit funds and provident funds, provided they meet the conditions of corporation tax law).	<u>Capital gains tax:</u> Not applicable	
	<u>Material taxation:</u> Tax-free	
Commercial partnerships	<u>Capital gains tax:</u> Not applicable	
	<u>Material taxation:</u> Trade tax does, in some cases, apply to partnerships. In this respect, trade tax is not (in principle) charged at partner level. For the purpose of income/corporation tax, the income of the partnership is calculated uniformly and separately. The partners are required to pay tax on this income in accordance with the rules which would apply if they held a direct stake in the Fund. In the case of partnerships which are not subject to corporation tax law, the proportionate trade tax applicable to the partners is offset against income tax.	
Asset management partnerships	<u>Capital gains tax:</u> 25%	
	<u>Material taxation:</u> Trade tax does not apply to partnerships. Income from partnerships is subject to income or corporation tax and, where applicable, trade tax at investor level; the same tax consequences exist as if the partner had directly invested in the Fund.	
<b>Foreign investors</b>	<u>Capital gains tax:</u> Not applicable	

	<p><u>Material taxation:</u> Material taxation is governed by the rules in the investor's country of residence.</p>
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Subject to being held in a domestic custody account. An additional deduction in the form of a solidarity surcharge will be levied on the capital gains tax, income tax and corporation tax. Offsettable foreign withholding taxes may be deducted at investment fund level as income-related costs; in this case, it is not possible to offset at investor level. It may be necessary to submit non-assessment certificates to the institution maintaining the securities account on time in order to avoid the deduction of capital gains tax.

## Non-residents for tax purposes

If a non-resident for tax purposes holds units of a distributing fund in a securities account with a domestic institution that maintains securities accounts, no withholding tax will be deducted from interest, income equivalent to interest, gains on forward transactions and foreign dividends if he provides proof of his non-resident status. Should the institution maintaining the securities account not be informed about of the investor's status as a non-resident or if such evidence is not provided in a timely manner, the foreign investor must apply for reimbursement of the deducted tax pursuant to the German Fiscal Code<sup>17</sup> [Abgabenordnung — AO]. The competent tax authority is responsible for the institution maintaining the securities account.

If a foreign investor holds units of accumulating funds in a securities account held at a domestic institution maintaining the securities account, no tax is withheld upon provision of proof of his non-resident status, provided that they are not domestic dividends. In the event of a late submission of proof – as in the case of proof of non-resident status by investors holding units in distributing funds being submitted late – an application for reimbursement can be made in accordance with the AO<sup>18</sup> even after the income is reinvested.

The extent to which the tax withheld on domestic dividends may be offset or reimbursed in the case of foreign investors is dependent upon the DTA in place between the investor's country of residence and the Federal Republic of Germany. The deducted capital gains tax on domestic dividends under the terms of the DTA is reimbursed by the Federal Central Tax Office (BZSt) in Bonn.

## Solidarity surcharge

A 5.5% solidarity surcharge is levied on the tax to be paid in the event of distributions and reinvestments. The solidarity surcharge may be offset against income tax and corporation tax.

If no tax is deducted or if the deducted tax is refunded upon reinvestment, then no solidarity surcharge shall be levied or the retained solidarity surcharge shall be refunded upon reinvestment.

## Church tax

If income tax is already being collected by means of tax withheld by a domestic institution maintaining a custody account (withholding agent), church tax applicable to this income will be collected as a

<sup>17</sup> § 37(2) AO.

<sup>18</sup> § 37(2) AO.

regular surcharge to the tax deduction, calculated using the rate of church tax for the religious group to which the person subject to church tax belongs.

The deductibility of church tax as an extraordinary expense is taken into account during the tax deduction.

## Foreign withholding tax

Withholding tax on the Fund's foreign income is, in some cases, levied in the country of origin. The Company may deduct the offsettable withholding tax in the same way as advertising costs at fund level. In this case, the foreign withholding tax cannot be offset or deducted at investor level. If the Company does not exercise its right to deduct foreign withholding tax at fund level, the offsettable withholding tax shall be reduced upon deduction.

## Income equalisation

The parts of the issue price attributable to income for issued units that are eligible for distribution (income equalisation procedure) are to be treated in the same way for tax purposes as income relating to these parts of the issue price.

## Separate determination of tax bases, field audit

The tax bases calculated at fund level must be determined separately. To this end, the Company must provide a statement illustrating the determination of the bases for tax assessment to the competent tax authority. Amendments to these statements, e.g. during a field audit<sup>19</sup> by the tax authorities, enter into force for the financial year in which the amended statement became incontestable. This amended statement is then attributed to the investor for tax purposes at the end of this financial year or on the date on which the distribution for this financial year occurs.

This means that rectifications of errors affect those investors who hold units in the Fund at the time the errors are corrected. The tax implications may either be positive or negative.

## Taxation of mid-way profit

Mid-way profit consists of remunerations included in the sale or redemption price for received or accrued interest as well as gains from the disposal of bad capital claims, which the Fund has not yet distributed or accumulated and for which the investor is not yet subject to taxation (roughly similar to accrued interest on fixed-income transferable securities). Mid-way profit generated by the investment fund becomes subject to income tax upon the redemption or sale of units by residents for tax purposes. The withholding tax for mid-way profit is 25% (plus solidarity surcharge and, where applicable, church tax).

Mid-way profit paid on the acquisition of units may be deducted in the year of payment by private investors as negative income for income tax purposes, if an income equalisation process is conducted and reference is made to this fact both upon publication of the mid-way profit and within the scope

<sup>19</sup> § 11(3) InvStG.



of the tax data to be certified by professionals. Mid-way profit is taken into account during the tax deduction. If the mid-way profit is not published, 6% p.a. of the amount paid for the redemption or disposal of the investment unit must be recognised as mid-way profit. For business investors, the mid-way profit is an integral part of the acquisition costs that are not to be corrected. Upon redemption or sale of the investment unit, the mid-way profit received is an integral part of the disposal proceeds. No correction is to be made.

The mid-way profit may also be found regularly in the statements as well as the income statement of the banks.

## Implications of the merger of investment funds

The merger of domestic investment fund with another domestic investment fund does not result in the disclosure of hidden reserves, neither at investor level nor at the level of the investment funds involved; in other words, this process is tax-neutral. The same applies for the transfer of all assets of a domestic investment fund to a domestic investment corporation with variable capital or a sub-fund of a domestic investment corporation with variable capital. If the investors in the absorbed investment fund receive a cash payment<sup>20</sup> as envisaged in the merger plan, this shall be treated in the same manner as a distribution of other income. Income generated by the absorbed investment fund that has not yet been distributed shall be allocated for tax purposes to investors on the transfer date as dividend equivalents.

## Transparent, semi-transparent and non-transparent taxation for investment funds

The above-mentioned taxation principles (known as transparent taxation for investment funds within the meaning of the InvStG) only apply if the Fund falls under the grandfather rule of the InvStG<sup>21</sup>. In order to do so, the Fund must have been launched before 24 December 2013 and comply with the investment rules and borrowing restrictions under the former Investment Act. Alternatively, and where applicable, no later than the expiry of the grandfather clause, the Fund must meet the fiscal investment rules under the InvStG, (the principles by which the Fund is permitted to invest), in order to be treated, for tax purposes, as an investment fund. In both cases all tax bases must be disclosed pursuant to the tax disclosure obligation as laid down in § 5(1) InvStG. If the Fund has acquired units in other investment funds<sup>22</sup>, the above-mentioned taxation principles only apply if (i) the respective target fund either comes under the grandfather rules of the InvStG or meets the fiscal investment rules under the InvStG and (ii) the Management Company has fulfilled the tax disclosure obligations.

The Company endeavours to comply with the fiscal investment rules and, where applicable, in the event of a grandfather policy, the investment rules and borrowing restrictions under the Investment Act and to disclose all the taxation principles which are available to it. However, no guarantee can be given that the disclosure obligations will be fulfilled, particularly if the Fund has acquired units in investment funds and the relevant management company fails to meet the tax disclosure obligations for these. In that case, the distributions and mid-way profit, as well as 70% of the value appreciation

<sup>20</sup> § 190(2), point 2 KAGB.

<sup>21</sup> § 22(2) InvStG.

<sup>22</sup> § 10 InvStG.

in the latest calendar year in relation to the relevant units in the investment assets (but at least 6% of the redemption price), shall be classified as taxable income at fund level<sup>23</sup>. In its judgement of 9 October 2014, the European Court of Justice in case 326/12 found that this flat-rate taxation is in breach of European law. Under European compliant law, proof of the actual income must be provided by the investor. Furthermore, the Company endeavours to disclose all other information regarding the tax bases not covered by the requirements of § 5(1) InvStG (particularly gains from shares, real estate gains and mid-way profit).

If the investment rules and the borrowing restrictions under the former Investment Act or the fiscal investment rules under the InvStG are not complied with, the Fund is to be treated as a capital investment corporation<sup>24</sup>. As a result, the income at fund level is liable to corporation tax and possibly trade tax. In addition, the distributions made by capital investment companies will be treated as taxable dividends for the investors.

## EU Savings Tax Directive/Interest Information Regulation

The Interest Information Regulation [Zinsinformationsverordnung — ZIV], which implements the Directive with regard to the taxation of interest income<sup>25</sup>, is intended to ensure the effective taxation of interest income of natural persons within the EU. The EU has entered into agreements that largely correspond to the EU Savings Tax Directive with several third countries (particularly Andorra, the Channel Islands, Liechtenstein, Monaco and Switzerland).

Under these agreements, interest income that is credited by a German credit institution (which to this extent acts as a paying agent) to a natural person living in another EU Member State or in certain third countries is, in principle, reported by the German credit institution to the BZSt, which passes this information on to the foreign tax authorities in this person's country of residence.

Accordingly, interest income received by natural persons in Germany from a credit institution located in another EU Member State or certain third countries is, in principle, reported by the foreign credit institution to the competent German tax authorities. Alternatively, certain foreign states retain withholding taxes that can be offset in Germany.

As a result, those specifically affected are private investors who reside within the EU and/or in third countries party to the Directive, maintain their securities accounts or current accounts in another EU Member State and generate interest income. In particular Switzerland has undertaken to retain withholding tax of 35% on interest income. Investors receive a certificate as part of their tax documentation, which they can use to offset the withholding tax deducted when filing their income tax returns.

Alternatively, private investors can elect to be exempted from the withholding tax abroad by authorising the foreign bank to disclose their interest income voluntarily; this enables the institution to waive the withholding tax and instead report the income to the tax authorities specified in the legislation.

<sup>23</sup> § 6 InvStG.

<sup>25</sup> Council Directive 2003/48/EC of 3 June 2003 (OJ L 157, 26.6.2003, p. 38).

Pursuant to the ZIV, the Company must specify whether the fund is subject to the ZIV (in scope) or not (out of scope). The ZIV contains two important investment limits for this assessment:

- If a maximum of 15% of the Fund's assets consist of receivables within the meaning of the ZIV, the paying agents – which ultimately rely on data reported by the Company – are not required to report to the BZSt. If they exceed 15%, however, the paying agents are obliged to notify the BZSt of the interest portion of the distribution.
- If they exceed 25%, the interest portion of the redemption or disposal of fund units must be notified. If the fund is a distributing fund, the BZSt must also be notified of the interest portion contained in the distribution. If the fund is an accumulating fund, notification need only be made in the event of the redemption or disposal of fund units.

## 22. Outsourcing

The Company has assigned the following tasks to other companies:

- Operation of IT systems (IT and EDP)
- Internal audit

## 23. Conflicts of interest

The following conflicts of interest may arise whilst managing the Fund:

The interests of investors may conflict with:

- the interests of the Company, other companies in the same group as the Company, the Company's management and/or staff, external companies and persons to whom the Company is contractually bound, and other third parties  
and
- the interests of the investment funds managed by the Company and insourcing mandates, investors and clients of the Company  
or
- the interests of investors and clients of the Company amongst themselves  
or
- the interests of investors and of the investment funds managed by the Company  
or
- the interests of the various investment funds managed by the Company.

Circumstances and relationships that may give rise to conflicts of interest include in particular:

- Incentive systems for managing directors or employees of the Company, other companies in the same group as the Company or external companies that are contracted to provide services to enable collective portfolio management

- Personal transactions, involving assets held in the Fund managed by the Company, of managing directors or employees of the Company or managing directors or employees of companies that the Company has contracted to provide services to enable collective portfolio management
- Transactions between the Company and the investment funds or individual portfolios managed by the Company and/or transactions between investment funds and/or individual portfolios managed by the Company
- Combining a number of orders (block trades)
- Frequent trading
- Setting the cut-off time
- IPO allocations
- Delegating one or more functions to another company
- Exercising voting rights in respect of the shares held in the Fund
- Duties of the Custodian
- The interests of investors who wish to recover their investments and investors who wish to continue investing in the Fund
- Defining objectives when managing investments, investing in illiquid assets and the redemption principles of the Fund.

The Company may receive non-cash benefits in connection with transactions conducted on behalf of the Fund (broker research, financial analyses, market and price information systems), which are used when making investment decisions in the interests of investors.

The Company does not receive any refunds from fees and expenses paid from the Fund to the Custodian and third parties.

The Company pays intermediaries, such as credit institutions, recurring – generally annual – brokerage fees (trail fees).

The Company may charge a fee for its brokerage services, if investment assets brokered by the Company, which may in particular include those managed by the Company, are acquired in the Fund.

The Company takes the following organisational measures to address, detect, prevent, control, monitor and disclose conflicts of interest:

- Setting up a remuneration system that does not provide any incentive to put personal interests over those of the investment funds managed by the Company or investors or clients
- Consultancy and asset management partners are contractually bound to avoid conflicts of interest
- Rules on personal transactions, that are continuously monitored by the Compliance department, and a blacklist which prohibits personal transactions involving certain assets to deal with potential conflicts of interest
- Rules on disclosing and dealing with accepting and granting donations

- Continuous monitoring of the transaction frequency within investment funds managed by the Company, in order to prevent said investment funds from being redeployed to the detriment of investors
- Implementing measures to prevent boosting fund performance near cut-off dates (window dressing) in investment funds managed by the Company
- Not engaging in transactions on its own account with investment funds managed by the Company or individual portfolios, and conducting transactions between different investment funds managed by the Company merely to achieve better trading results, without adversely affecting any of the investment funds involved
- Multiple orders (block trades) are combined on the basis of a uniform allocation principle
- Investors shall be notified when closely affiliated companies or persons (particularly shareholders) are appointed to act as, for example, asset managers, consultants, brokers or custodians.
- Taking internal measures to monitor the adverse market impact on the Fund as a result of major individual investments
- Prohibiting managing directors and employees of the Company from engaging in frequent trading by establishing rules on personal transactions and monitoring the investment funds managed by the Company
- Agreeing cut-off times with custodians to counteract speculation against the investment funds managed by the Company
- Standardised internal allocation principles for IPO allocations
- Delegating one or more functions to other companies so as to broaden the range of services provided by the Company
- Voting rights within the Fund's portfolio are exercised on the basis of recommendations of a neutral external consultancy firm in accordance with the analysis guidelines of BVI Bundesverband Investment und Asset Management e.V.
- The Fund's Custodian acts independently of the Company and is contractually bound to act exclusively in the interests of investors
- The interests of investors who wish to recover their investments and those who wish to keep investing in the Fund are taken into account during internal liquidity management
- The same applies with regard to conflicts between defining objectives when managing investments, investing in illiquid assets and the redemption principles of the Fund.

## **24. Annual/semi-annual reports, auditor, service providers**

The annual and semi-annual reports are available from the Company, the Custodian and the Distributor.

The task of auditing the Fund and the annual reports has been entrusted to KPMG AG Wirtschaftsprüfungsgesellschaft, Frankfurt / Main. The auditor audits the annual reports of the Fund. When conducting its audits, the auditor shall also verify whether the Fund has complied with the

provisions under the KAGB and the Terms and Conditions of Investment. The auditor shall summarise its findings in a special note, the full text of which shall be included in the annual report. The auditor shall submit its audit report for the Fund to BaFin upon request.

Companies to which the Company has outsourced duties are listed under Section 22 "Outsourcing". The Company has also appointed the following service providers:

- Investment advisor: ACATIS Investment GmbH, mainBuilding, Taunusanlage 18, 60325 Frankfurt / Main, Description of investor obligations and rights.
- Distributor: ACATIS Investment GmbH has been appointed to distribute the Fund. Appointing the Distributor does not establish legal relationships between said agent and investors in the Fund. However, legal relationships between the distributor and investors may be created, if the latter uses the services of the former when acquiring units in the Fund.
- Other service providers: For additional reporting services ("performance analysis+") provided in relation to the Fund. Universal-IT Services-Gesellschaft mbH, Theodor-Heuss-Allee 70, 60486 Frankfurt / Main.
- Legal advisors. the Company calls upon the services of the following law firms to provide legal advice with regard to class actions and private suits: Diaz Reus Rolff & Targ LLP, DRRT Limited, Motley Rice LLC and Sturman LLC. These firms are involved primarily in representing the Company and/or Fund in class actions in the USA and in private suits. Appointing law firms does not establish legal relationships between said firms and investors in the Fund.
- Auditor: KPMG AG Wirtschaftsprüfungsgesellschaft, The Squire, Am Flughafen, 60549 Frankfurt / Main.

Appointing the relevant service provider does not establish legal relationships between the investors in the Fund and the relevant service provider.

## **25. Payments to unitholders; distribution of reports and other information**

The appointment of the Custodian ensures that investors receive the dividends due to them and that units can be redeemed. The information for investors mentioned in this Sales Prospectus is available from the Company. These documents can also be obtained from the Custodian and Distributor. They are also available on the Company's website (<http://www.universal-investment.com>).

## **26. Other investment funds managed by the Company**

The Company also manages the public investment funds listed below, to which this Sales Prospectus does not relate:<sup>26</sup>

### **Investment funds pursuant to the UCITS Directive**

3.14 Tungsten Long Short Strategy

<sup>26</sup> Fund list as at: 10/08/2016.

Absolute Return Multi Premium Fonds  
 ACATIS - GANÉ VALUE EVENT FONDS UI  
 ACATIS 5 STERNE-UNIVERSAL-FONDS  
 ACATIS AKTIEN EUROPA FONDS UI  
 ACATIS AKTIEN GLOBAL FONDS UI  
 Acatis Asia Pacific Plus Fonds UI  
 ACATIS Datini Valueflex Fonds  
 ACATIS Fair Value Bonds UI  
 ACATIS Global Value Total Return UI  
 ACATIS IfK Value Renten UI  
 ACATIS India Value Equities  
 ACEVO Global Healthcare Absolute Return UI  
 AF Value Invest UI  
 AG Ostalb Global Fonds  
 AHF Global Select  
 AHP Aristoteles Fonds UI  
 aiFive Global Fund  
 Aktien Opportunity UI  
 Aktien Südeuropa UI  
 ALL-IN-ONE  
 Alpamayo Credit Fund UI  
 Alpora Innovation Select  
 ANOBA Aktiv L/S  
 apo StrukturPortfolio Ausgewogen  
 apo VV Defensiv – Privat  
 apo VV Renten – Privat  
 ART CapaMi UI  
 ART Global Fixed Income UI  
 ASSETS Defensive Opportunities UI  
 ASSETS Special Opportunities UI  
 ATHENA UI  
 AvH Emerging Markets Fonds UI  
 Belvoir Global Allocation II Universal  
 Berenberg DyMACS Volatility Premium  
 Berenberg Emerging Markets Bond Selection  
 Berenberg Emerging Markets Equity Selection  
 Berenberg Euro Enhanced Liquidity  
 Berenberg Euro Financial Bond Selection  
 Berenberg Euro Government Bond Selection  
 Berenberg European Equity Selection  
 Berenberg Global Bond Selection  
 Berenberg Global Equity Selection  
 Berenberg Strategy Allocation  
 BERENBERG-1590-AKTIEN MITTELSTAND  
 BERENBERG-1590-FLEXIBLE ALLOKATION  
 BERENBERG-1590-SUBSTANZ-UNIVERSAL  
 Beta Opportunities UI  
 BfS EuroRenten-d 54  
 BfS Nachhaltigkeitsfonds Ertrag  
 BKC Aktienfonds  
 BKC Treuhand Portfolio  
 BKP Classic Fonds UI  
 BKP Dachfonds UI  
 BRW Vermögensarchitektur I UI  
 BRW Vermögensarchitektur II UI  
 BW-RENTA-INTERNATIONAL-UNIVERSAL-FONDS  
 BW-RENTA-UNIVERSAL-FONDS  
 CHOM CAPITAL Active Return Europe UI  
 COLLEGIUM Portfolio I  
 COLLEGIUM Portfolio II  
 CONCEPT Aurelia Global

Concord low eVaR Global  
 CONVERTIBLE GLOBAL DIVERSIFIED UI  
 CYD Diversified Commodities  
 CYD Diversified Commodities ex - AL  
 Degussa Aktien Universal-Fonds  
 DEGUSSA BANK-UNIVERSAL-RENTENFONDS  
 Degussa Renten Universal-Fonds  
 Deutsche Postbank Europafonds Aktien  
 Deutsche Postbank Europafonds Plus  
 Deutsche Postbank Europafonds Renten  
 Deutsche Postbank Global Player  
 Deutsche Postbank Protekt Plus  
 Deutsche Postbank VL Invest  
 DUI Wertefinder  
 Earth Exploration Fund UI  
 Earth Gold Fund UI  
 EB - Sustainable Corporate Bond Invest UI  
 EB - Sustainable European Bond Fund UI  
 EB - Sustainable European Equity Fund UI  
 Elite Plus UI  
 Estlander & Partners Trend Fund UI  
 Felspar Multi Asset UI  
 FIAG-UNIVERSAL-DACHFONDS  
 FIDUKA-UNIVERSAL-FONDS I  
 FINCA Active Duration  
 FIVV-MIC-Mandat-China  
 FIVV-MIC-Mandat-Offensiv  
 FIVV-MIC-Mandat-Rendite  
 FIVV-MIC-Mandat-Rohstoffe  
 FIVV-MIC-Mandat-Wachstum  
 FO Vermögensverwalterfonds  
 FVM-Stiftungsfonds  
 Galileo Multiple Opportunities UI  
 GAP Portfolio UI  
 GF Global UI  
 GLS Bank Aktienfonds  
 Goyer & Göppel Smart Select Universal  
 Goyer & Göppel Zins-Invest alpha Universal  
 GR Dynamik  
 GR Noah  
 GSP Aktiv Portfolio UI  
 H&A-UNIVERSAL-KURZINVEST  
 HannoverscheBasisInvest  
 HannoverscheMaxInvest  
 HannoverscheMediumInvest  
 HanseMercur Strategie ausgewogen  
 HanseMercur Strategie chancenreich  
 HanseMercur Strategie sicherheitsbewusst  
 Hansen & Heinrich Universal Fonds  
 HaRa-Invest UI  
 HMT Euro Aktien Solvency  
 HMT Global Antizyklisch  
 HNC Advisors Diversified Multi-Asset-Class UI  
 HP&P Euro Select UI Fonds  
 HWG-FONDS  
 JRS-INTERNATIONAL-UNIVERSAL-FONDS  
 KHP Portfolio Defensiv  
 KJL Capital Absolute Return I UI  
 L&H Multi Strategie UI  
 LAM-EURO-CORPORATE HYBRIDE  
 LAM-EURO-CORPORATES-UNIVERSAL



LAM-EURO-RENTEN-UNIVERSAL  
 LAM-EURO-SMALL CAPS-UNIVERSAL  
 LAM-MULTI ASSET L/S  
 LAM-STIFTERFONDS-UNIVERSAL  
 Lampe Ausgewogen  
 Lampe Dynamik  
 Lampe Rendite Spezial  
 Lampe Solid  
 Lampe Strategie  
 Lampe Wachstum  
 LBBW Pro-Fund Credit I  
 Lebenswerte Zukunft Rentenfonds UI  
 Leonardo UI  
 Mandelbrot Market Neutral Germany  
 Mandelbrot Market Neutral US Technology  
 MARS 10 UI  
 MC 1 Universal  
 Mehrwertphasen Balance UI  
 MellowFund Bond Select  
 MellowFund Global Equity  
 Merck Finck Stiftungsfonds UI  
 Merck Finck Vario Aktien Renten UI  
 Merck Finck Vario Spezial UI  
 MFI Rendite Plus UI  
 morgen Aktien Global UI  
 Multi Asset Value Invest  
 NMX 30 Infrastructure Global UI  
 nordIX Basis UI  
 NordSelect  
 nova Steady HealthCare  
 Oberbanscheidt Global Flexibel UI  
 Oberbanscheidt Global Stockpicker  
 OVID Infrastructure HY Income UI  
 P & S Renditefonds  
 PARAGON UI  
 PERPRO-Universal AA2  
 Prisma Aktiv UI  
 Prisma Asianavigator UI  
 ProfitlichSchmidlin Fonds UI  
 PSM Growth UI  
 PSM Value Strategy UI  
 PTAM Global Allocation UI  
 quantumX Global UI  
 R + P UNIVERSAL-FONDS  
 RIV Aktieninvest Global  
 RIV Rationalinvest Vermögensverwalterfonds  
 RP Vega  
 RR Analysis BÖRSEBIUS MX Universal  
 RR Analysis TopSelect Universal  
 RSI International UI  
 RW Portfolio Strategie UI  
 S4A EU Pure Equity  
 S4A Pure Equity Germany  
 S4A US Long  
 Sarasin-FairInvest-Bond-Universal-Fonds  
 Sarasin-FairInvest-Universal-Fonds  
 Seabird-Invest  
 SEB Aktienfonds  
 SEB BKW  
 SEB EuroCompanies  
 SEB Europafonds

SEB Total Return Bond Fund  
 SEB Zinsglobal  
 sentix Fonds Aktien Deutschland  
 sentix Total Return -defensiv-  
 SIGAVEST Vermögensverwaltungsfonds UI  
 SKALIS Evolution Defensive  
 SKALIS Evolution Flex  
 Solution Rendite Plus  
 Spiekermann & CO Strategie I  
 StarCapital Bondvalue UI  
 Stiftungsfonds Spiekermann & CO  
 Stoikos UI  
 Strategie H&H  
 SWuK Renten Flexibel UI  
 Sydbank Vermögensverwaltung Dynamisch  
 Sydbank Vermögensverwaltung Klassisch  
 TAM Fortune Rendite  
 Tiger German Opportunities UI  
 Tinzenhorn Fonds  
 Top 25 S  
 TRENDCONCEPT-UNIVERSAL-FONDS-AKTIEN-EUROPA  
 TREND-UNIVERSAL-FONDS-GLOBAL  
 TriStone UI  
 Tungsten PARITON UI  
 Tungsten SHY Synthetic High Yield UI  
 Tungsten VEGAMIND UI  
 Universal Floor Fund  
 Universal-Shareconcept-BC  
 V/A® Stiftungsfonds UI  
 Value Partnership  
 Vario Deutschland UI  
 VB Triple  
 Vermögensmandat Strategie Chance  
 Vermögensmandat Strategie Ertrag  
 Vermögensmandat Strategie Stabil  
 Vermögensmandat Strategie Wachstum  
 Vicenda Multi Asset Opp. Fund UCITS UI  
 Voba Pforzheim Premium A Fonds UI  
 VR Bank KT EuroProtect UI  
 Währungsfonds UI  
 WALSER Portfolio German Select DE  
 WAVE Total Return Fonds Dynamic  
 WAVE Total Return Fonds  
 Wells Fargo Renten International  
 WM AKTIEN GLOBAL UI-FONDS  
 WM AKTIEN GLOBAL US\$ UI-FONDS  
 World Market Fund  
 WWK-Rent  
 Zukunftsportfolio Nachhaltigkeit

### Alternative investment funds (AIF)

- **Mixed investment funds**

AktivBalance  
 AktivBasis  
 AktivChance  
 AM Fortune Fund Defensive  
 AM Fortune Fund Offensive  
 AURETAS strategy balanced (D)  
 AURETAS strategy defensive (D)

AURETAS strategy growth (D)  
 BERENBERG-1590-STRATEGIE-UNIVERSAL  
 BERENBERG-1590-ERTRAG-UNIVERSAL  
 BERENBERG-1590-STIFTUNG  
 BERIAN-UNIVERSAL-FONDS  
 D&J Alpha UI  
 D&J Beta UI  
 Deutsche Postbank Best Invest Wachstum  
 EMW-UNIVERSAL-FONDS  
 FIDUKA Multi Asset Classic UI  
 FIDUKA Multi Asset Dynamic UI  
 FIMAX Vermögensverwaltungsfonds UI  
 Fondspicker Global UI  
 FP ERFOLGSSTRATEGIE DYNAMIK UI  
 FVM-Classic UI  
 HeLa UI  
 Kirchröder Vermögensbildungsfonds 1 UI  
 MasterFonds-VV Ausgewogen  
 MasterFonds-VV Ertrag  
 MasterFonds-VV Wachstum  
 NILUS-UNIVERSAL-FONDS  
 Pfau-StrategieDepot UI  
 R+P Rendite Plus UI  
 RBV – VV UI  
 Stiftungsfonds Westfalen  
 Thesi-Universal-Fonds  
 UI Alsterstrategie I  
 UNIKAT Premium Select Fonds  
 Varios Flex Fonds UI  
 Vermögensmanagement - Fonds Universal  
 Voba Pforzheim Premium R Fonds UI  
 ZinsPlus Fonds UI  
 ZSBalance  
 ZSDefensiv  
 ZSDynamic

- **Other investment funds**

Aktivportfolio-UI  
 Conveo Capital-UI  
 Dynamic Opportunities-UI  
 EB - Sustainable Multi Asset Invest UI  
 Eventus-UI  
 Finiens Futura 1 UI  
 GRAMOS Multi Strategie UI  
 HaRa UI  
 Kapital Plus-UI  
 Optomoni-UI  
 PALI Global Select-U  
 Pollux I-UI  
 pro aurum ValueFlex  
 smart-invest LINDOS AR  
 World Top Emerging Market Fund UI

- **Old-age provision investment funds**

SEB GenerationPlus

At present, there are also 465 special AIFs.



## C. Overview of the unit classes

### Initial issue date

Unit class A	21 May 1997
Unit class B (Inst.)	02 January 2006
Unit class C (Inst.)	20 October 2009
Unit class D (CHF)	29 December 2010

### Initial issue price

Unit class A	EUR 53.69 (plus issuing surcharge)
Unit class B (Inst.)	EUR 101,000.00 (plus issuing surcharge)
Unit class C (Inst.)	EUR 101,000.00 (plus issuing surcharge)
Unit class D (CHF)	CHF 10,100.00 (plus issuing surcharge)

### Issuing surcharge

Unit class A	currently 5.00%
Unit class B (Inst.)	currently 1.00%
Unit class C (Inst.)	currently 1.00%
Unit class D (CHF)	currently 1.00%

### Management fee

Unit class A	currently 0.75% p.a. <sup>27</sup>
Unit class B (Inst.)	currently 0.265% p.a. <sup>28</sup>
Unit class C (Inst.)	currently 0.265% p.a. <sup>29</sup>
Unit class D (CHF)	currently 0.295% p.a. <sup>30</sup>

<sup>27</sup> The management fee for this unit class was 0.75% p.a. over the last three financial years.

<sup>28</sup> The management fee for this unit class was 0.265 % p.a. over the last three financial years.

<sup>29</sup> The management fee for this unit class was 0.265 % p.a. over the last three financial years.

<sup>30</sup> The management fee for this unit class was 0.295 % p.a. over the last three financial years.

**Custodian fee**

Unit class A	currently 0.100%*
Unit class B (Inst.)	currently 0.085%*
Unit class C (Inst.)	currently 0.085%*
Unit class D (CHF)	currently 0.085%*

\* at least EUR 10,000.00 charged to the entire Fund

**Advisor fee**

Unit class A	currently 0.60% p.a.
Unit class B (Inst.)	currently 0.45% p.a.
Unit class C (Inst.)	currently 0.45% p.a.
Unit class D (CHF)	currently 0.45% p.a.

**Performance fee**

Unit classes A, B (Inst.), C and D: 10% of the return generated by the Fund during the accounting period exceeding the reference value (MSCI World® GDR (EUR)<sup>31</sup>).

**Currency**

Unit class A	EUR
Unit class B (Inst.)	EUR
Unit class C (Inst.)	EUR
Unit class D (CHF)	Swiss franc

**Benchmark index<sup>32</sup>**

Unit class A	MSCI® World Perf. -gdr- (EUR)
Unit class B (Inst.)	MSCI® World Perf. -gdr- (EUR)
Unit class C (Inst.)	MSCI® World Perf. -gdr- (EUR)
Unit class D (CHF)	MSCI® World Perf. -gdr- (EUR)

<sup>31</sup> MSCI® is a registered trademark of MSCI Inc.

<sup>32</sup> MSCI® is a registered trademark of MSCI Inc.

**Use of income**

Unit class A	Reinvestment
Unit class B (Inst.)	Reinvestment
Unit class C (Inst.)	Distribution
Unit class D (CHF)	Reinvestment

**Securities ID No. / ISIN:**

Unit class A:	978174 / DE0009781740
Unit class B (Inst.)	A0HF4S / DE000A0HF4S5
Unit class C (Inst.)	A0YBNM / DE000A0YBNM4
Unit class D (CHF)	A1C7DK / DE000A1C7DK9

## D. List of sub-custodians

The safekeeping of all assets held on behalf of the Fund may be carried out for:

- domestic shares and bonds by Clearstream Banking AG, Frankfurt
- foreign shares/ bonds and fund units by BNP Paribas Securities Services S.C.A. - Frankfurt branch
- Domestic and foreign Fund units by Bankhaus B. Metzler seel. Sohn & Co. KGaA or Fondsdepot Bank GmbH.

These companies in turn use the services of sub-custodians in the respective countries listed in the following table.

Country	Name	Type of security
	Clearstream	Equity, Corp, FI, Gov
Argentina	Citibank Buenos Aires	Gov FI
Argentina	Citibank Buenos Aires	Equity, Corp FI, MM
Australia	BP2S Sydney	Corp FI, Gov FI, MM
Australia	BP2S Sydney	Equity
Belgium	BNP Paribas Securities Services Paris	Equity, Corp FI
Belgium	BNP Paribas Securities Services Paris	Gov FI, MM
Chile	Citibank Santiago	Equity, Corp FI, Gov
China	HSBC	Equity, Corp FI, Gov FI
Denmark	Nordea, Copenhagen	Equity, Corp FI, Gov
Estonia	SEB Pank, Estonia	Equity, Corp FI, Gov
Finland	Nordea Finland	Equity, Corp FI, Gov
France	BNP Paribas Securities Services Paris	Equity, Corp FI, Gov
Greece	BNP Paribas Securities Services Athens	Gov FI
Greece	BNP Paribas Securities Services Athens	Equity, Corp FI
Hong Kong	BNP Paribas Securities Services Hong Kong	Corp FI, Gov FI, MM
Hong Kong	BNP Paribas Securities Services Hong Kong	Equity
Iceland	Islandsbanki	Equity, Corp FI, Gov
Indonesia	HSBC Jakarta	Gov FI
Indonesia	HSBC Jakarta	Equity, Corp FI, MM
Ireland	BNP Paribas Securities Services London	Equity, Corp FI, Gov FI
Italy	BNP Paribas Securities Services Milan	Equity, Corp FI, Gov
Italy	BNP Paribas Securities Services Milan	Equity, Corp FI, Gov
Japan	HSBC Japan	Equity
Canada	Royal Bank of Canada	Equity, Corp FI, Gov



Canada	Royal Bank of Canada	Equity,Corp	FI,Gov
Kenya	Standard Chartered Bank Kenya	Corp FI, Gov FI,MM	
Kenya	Standard Chartered Bank Kenya	Equity	
Korea, Republic of	HSBC	Equity,Corp	FI,Gov
Latvia	SEB Banka, Latvia	Equity,Corp	FI,Gov
Lithuania	SEB Bankas, Lithuania	Equity,Corp	FI,Gov
Malaysia	HSBC Kuala Lumpur Berhad	Gov FI,MM	
Malaysia	HSBC Kuala Lumpur Berhad	Equity,Corp FI	
Malta		Equity,Corp	FI,Gov
New Zealand	BNP Paribas Securities Services Sydney	Equity,Corp	FI,Gov
Netherlands	BNP Paribas Securities Services Paris	Equity,Corp	FI,Gov
Norway	Nordea Bank	Equity,Corp	FI,Gov
Austria	BNP Paribas Securities Services Frankfurt	Equity,Corp	FI,Gov
Philippines	HSBC	Equity,Corp	FI,Gov
Poland	BNP Paribas Securities Services Warsaw	Equity,Corp FI,Gov FI	
Portugal	BNP Paribas Securities Services Lisbon	Equity,Corp FI,Gov FI	
Russia	ZAO Citibank	Equity	
Russia	ZAO Citibank	Equity,Corp	FI,Gov
Sweden	SEB	Equity,Corp	FI,Gov
Switzerland	BNP Paribas Securities Services Zurich	Equity,Corp	FI,Gov
Singapore	BNP Paribas Securities Services Singapore	Equity,Corp FI	
Singapore	United Overseas Bank Ltd	Gov FI	
Slovakia	ING Slovak Republic	Equity,Corp FI,Gov FI	
Slovenia	Unicredit Bank Slovenia	Equity,Corp	FI,Gov
Spain	BNP Paribas Securities Services Madrid	Corp FI,Gov FI	
Spain	BNP Paribas Securities Services Madrid	Equity	
South Africa	Standard Bank of South Africa, Johannes-	Equity,Corp FI,Gov FI	
Thailand	HSBC	Gov FI	
Thailand	HSBC	Equity,Corp FI	
Czech Republic	ING BANK N.V.	Treasury-Bill	
Czech Republic	ING BANK N.V.	Equity,Corp FI,Gov FI	
Turkey	TEB Securities Services	(OTC) Gov FI,MM	
Turkey	TEB Securities Services	Equity,Corp	FI,Gov
Hungary	BNP Paribas Securities Services Budapest	Equity,Corp	FI,Gov
United Kingdom	BNP Paribas Securities Services London	Equity,Corp FI,Gov FI	
USA	BNP Paribas Securities Services New York	Equity,Corp FI,MM	
USA	Brown Brothers Harriman & Company	Gov FI,MM	
United Kingdom (Great Britain and Ireland)	BNP Paribas Securities Services London	Equity,Corp FI,Gov FI	

## E. Purchaser's right of revocation

### Right of revocation

Should units in open-ended investment funds be purchased on the basis of oral negotiations outside the normal place of business of the party that sold or arranged the sale of the units, the purchaser will have two weeks in which to revoke his intention to buy in writing, such as by post, fax or e-mail, etc., without having to give a reasons. This right of revocation also applies if the party which sold the units or arranged their sale does not have established business premises.

The revocation period shall only begin when the carbon copy of the application to conclude the contract has been handed over to the buyer or if the buyer has been sent a purchase invoice (containing instructions regarding the right of revocation) that meets the requirements of Article 246(3) sentences 2 and 3 of the Introductory Act to the BGB [Einführungsgesetz zum Bürgerlichen Gesetzbuch]. The timely dispatch of the revocation shall be deemed sufficient for compliance with the deadline. Should there be any dispute as to when the revocation period began, the seller bears the burden of proof. Notice of revocation must be given in writing, stating the name of the person making the declaration as well as his signature; no justification is required.

Notice of revocation must be sent to

Universal-Investment-Gesellschaft mbH  
Theodor-Heuss-Allee 70  
60486 Frankfurt / Main

Fax: +49 (069) 7 10 43 – 700  
E-mail: info@universal-investment.com

The right of revocation shall not apply if the seller can prove either that the buyer is not a consumer within the meaning of § 13 BGB or that the former contacted the latter for the purpose of negotiations which led to the purchase of the units on the basis of a previous order under § 55(1) of the German Trade Regulations [Gewerbeordnung].

### Revocation implications

If the offer has been effectively revoked and the buyer has already made payments, the Company shall reimburse said party, against a retransfer of the units acquired, the costs paid plus an amount equal to the value of the units paid for on the day after the notice of revocation was received. If need be, the reimbursement shall be made in instalments. The right of revocation cannot be waived.

Should the investor sell the units, the statements above apply mutatis mutandis.

## F. General Terms and Conditions of Investment

### GENERAL TERMS AND CONDITIONS OF INVESTMENT

governing the legal relationship between the investors

and

UNIVERSAL-INVESTMENT-GESELLSCHAFT MBH,

Frankfurt / Main,

(hereinafter referred to as the "Company")

for the investment funds managed by the Company

pursuant to the UCITS Directive, only in conjunction

with the Special Terms and Conditions of Investment set up for the respective

UCITS investment fund.

.

#### § 1 General provisions

- (1) The Company is a UCITS capital management company and is subject to the provisions of the KAGB.
- (2) The Company invests the capital deposited with it in its own name and for the collective account of the investors, but separately from its own assets in the form of a UCITS investment fund. It invests this capital, pursuant to the principle of risk diversification, in assets permitted under the KAGB. It issues instruments (unit certificates) concerning the rights of the investors resulting therefrom.
- (3) The legal relationship between the Company and the investor is governed by the General and Special Terms and Conditions of Investment of the UCITS investment fund and the KAGB.

#### § 2 Custodian

- (1) The Company shall appoint a credit institution as the Custodian of the UCITS investment fund; it shall act independently of the Company and exclusively in the interest of investors.
- (2) The duties and obligations of the Custodian are governed by the Custodian Agreement entered into with the Company, in accordance with the KAGB and the General and Special Terms and Conditions of Investment.
- (3) The Custodian may outsource custodian duties to another company (sub-custodian) in accordance with § 73 KAGB. Further information regarding this matter can be found in the Sales Prospectus.

- (4) The Custodian shall be liable vis-à-vis the Fund or the investors for the loss of a financial instrument held by the Custodian or a sub-custodian to whom custody of financial instruments was outsourced pursuant to § 73(1) KAGB. The Custodian shall not be liable if it can prove that the loss is attributable to external events whose consequences were inevitable despite all appropriate countermeasures. Further claims resulting from the provisions of civil law on the basis of agreements or tort remain unaffected. The depositary is also liable vis-à-vis the UCITS or the investors for all other losses suffered by them as a result of the depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the provisions of the KAGB. The liability of the Custodian shall not be affected by any transfer of custodian duties referred to in the first sentence of (3) above.

### § 3 Fund management

- (1) The Company shall acquire and manage the assets in its own name for the joint account of the investors with the due skill, honesty, care and diligence. It shall act independently of the Custodian and solely in the interests of investors when carrying out its duties.
- (2) The Company is authorised to acquire and resell assets with the money deposited by investors, and to invest the proceeds elsewhere; it is also authorised to perform all other legal acts resulting from the management of the assets.
- (3) The Company may neither lend money nor enter into obligations resulting from a contract of surety or a guarantee agreement for the joint account of investors; it may not sell assets referred to in §§ 193, 194 and 196 KAGB that do not belong to the UCITS investment fund at the time of the transaction. § 197 KAGB remains unaffected.

### § 4 Investment principles

The Company shall only acquire assets for the UCITS investment fund that are expected to generate income and/or growth. It stipulates the assets that can be acquired on behalf of the UCITS investment fund in the Special Terms and Conditions of Investment.

### § 5 Transferable securities

Provided the Special Terms and Conditions of Investment do not contain any additional restrictions, the Company may – subject to § 198 KAGB – only acquire any transferable securities on behalf of the UCITS investment fund if

- (a) they are admitted to trading on a stock exchange in an EU Member State or another State party to the EEA Agreement or are admitted to or included in another organised market in any of these states,
- (b) they are exclusively admitted to trading on a stock exchange in a state outside the EU or EEA, or are admitted to or included in another organised market in one of these states, provided this choice of stock exchange or organised market has been approved by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin)<sup>33</sup>,
- (c) their admission to trading on a stock exchange in an EU Member State or in another State party to the EEA Agreement or their admission or inclusion on an organised market in an EU Member State or in another State party to the EEA Agreement must be applied for in

<sup>33</sup> The stock market list is published on BaFin's website ([www.bafin.de](http://www.bafin.de)).

accordance with their terms of issue, provided these transferable securities are admitted or included within one year of being issued;

- (d) their admission to trading on a stock exchange or their admission or inclusion on an organised market that is not in an EU Member State or in a State party to the EEA Agreement must be applied for in accordance with their terms of issue, provided these transferable securities are admitted or included within one year of being issued;
- (e) they are shares to which the UCITS investment fund is entitled in the event of a capital increase from company funds;
- (f) they are acquired by exercising subscription rights held by the UCITS investment fund;
- (g) they are units in closed-end funds that meet the criteria under § 193(1)(1)(7) KAGB;
- (h) they are financial instruments that meet the criteria under § 193(1)(1)(8) KAGB.

The purchase of transferable securities pursuant to (a)–(d) above shall only be allowed if the conditions of the final sentence of § 193(1) second sentence KAGB have also been met. Subscription rights with underlying securities that can be acquired under this § 5 may be acquired.

## § 6 Money market instruments

- (1) Unless additional restrictions are imposed by the Special Terms and Conditions of Investment, the Company may – subject to § 198 KAGB – acquire, on behalf of the UCITS investment fund, money market instruments which are normally traded on the money market, as well as interest-bearing transferable securities which at the time of acquisition for the UCITS investment fund have a residual maturity not exceeding 397 days, the interest rate of which is, according to the terms of issue, regularly adjusted to market conditions over their entire term (or at least once every 397 days) or the risk profile of which is similar to the risk profile of such transferable securities (money market instruments).

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

- (a) admitted to trading on a stock exchange in an EU Member State or another State party to the EEA Agreement or are admitted to or included in another organised market in any of these states,
- (b) exclusively admitted to trading on a stock exchange in a state outside the EU or EEA, or are admitted to or included in another organised market in one of these states, provided this choice of stock exchange or organised market has been approved by BaFin<sup>34</sup>,
- (c) issued or guaranteed by the EU, the Federal Republic of Germany, a German federal government fund, a German federal state, another EU Member State or another national, regional or local authority or the central bank of an EU Member State, the European Central Bank or European Investment Bank, a third country or, if in the case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more EU Member States belong,
- (d) issued by an undertaking whose transferable securities are traded on the markets stated in (a) and (b),
- (e) issued or guaranteed by a credit institution subject to prudential supervision in accordance with criteria defined by EU law, or by a credit institution which is subject to and complies with prudential rules considered by BaFin to be at least as stringent as those laid down by EU law, or
- (f) issued by other issuers that meet the requirements of § 194(1)(1)(6) KAGB.

<sup>34</sup> The stock market list is published on BaFin's website ([www.bafin.de](http://www.bafin.de)).

- (2) Money market instruments within the meaning of (1) may only be acquired if they meet the relevant requirements of § 194(2) and (3) KAGB.

## § 7 Bank deposits

The Company may, on behalf of the UCITS investment fund, hold bank deposits with a maximum term of 12 months. The deposits to be kept in blocked accounts may be held with a credit institution with its registered office in an EU Member State or a State party to the EEA Agreement; deposits may also be held by a credit institution with its registered office in a third country, whose prudential rules considered by BaFin to be at least as stringent as those laid down by EU law. Unless otherwise specified in the Special Terms and Conditions of Investment, bank deposits may also be denominated in a foreign currency.

## § 8 Investment fund units

- (1) Unless otherwise specified in the Special Terms and Conditions of Investment, the Company may acquire units in investment funds pursuant to Directive 2009/65/EC on behalf of the UCITS investment fund. Units in other domestic investment funds and investment corporations with variable capital and units in open-ended EU AIFs and foreign open-ended AIFs may be acquired if they meet the requirements of § 196(1)(2) KAGB.
- (2) The Company may only acquire units in domestic investment funds and investment corporations with variable capital, in EU AIFs and foreign open-ended AIFs if the terms and conditions of investment or the articles of association of the capital management company, the investment corporation with variable capital, the EU investment fund, the EU management company, the foreign AIF or the foreign AIF management company stipulate that no more than 10% of the value of their assets may be invested in units in other domestic investment funds, investment corporations with variable capital, open-ended EU investment funds or foreign open-ended AIFs.

## § 9 Derivatives

- (1) In managing the UCITS investment fund, the Company may use derivatives as per § 197(1), point 1 KAGB and financial instruments with derivative components as per § 197(1), point 2 KAGB, unless the Special Terms and Conditions of Investment stipulate otherwise. In order to ascertain the degree of market risk, the limit of which is established in accordance with § 197(2) KAGB, for the use of derivatives and financial instruments with derivative components, the Company may – depending on the type and scope of the derivatives and financial instruments with derivative components used – use either the simple or qualified approach within the meaning of the Regulation on risk management and risk measurement in the use of derivatives, securities lending and repurchase agreements in investment funds pursuant to the Capital Investment Code (DerivateV), enacted in accordance with § 197(3) KAGB; for further details, please refer to the Sales Prospectus.
- (2) Should the Company use the simple approach, it may regularly use only basic forms of derivatives, financial instruments with derivative components or combinations of such derivatives, financial instruments with derivative components or combinations of underlying instruments permissible under § 197(1), first sentence KAGB. Only a negligible share of complex derivatives comprised of underlying instruments permissible under § 197(1), first sentence KAGB may be used. The attributable amount to be calculated for the UCITS investment fund in accordance with the provisions of § 16 DerivateV may not exceed the investment fund's value at any time.

Basic forms of derivatives are:

- (a) futures contracts on underlying instruments as per § 197(1) KAGB, except investment units as per § 196 KAGB;
  - (b) options or warrants on underlying instruments as per § 197(1) KAGB, except investment units as per § 196 KAGB, and on futures contracts under (a), if they have the following characteristics:
    - (aa) exercise is possible either during the entire term or at the end thereof; and
    - (bb) the value of the option at the exercise date is linearly dependent on the positive or negative difference between the underlying price and the market price of the underlying, and becomes zero if the difference has the opposite (plus/minus) sign;
  - (c) interest rate swaps, currency swaps or interest-currency swaps;
  - (d) options on swaps in accordance with (c), provided that they bear the characteristics described in (aa) and (bb) under (b) above (swaptions);
  - (e) single name credit default swaps.
- (3) Should the Company use the qualified approach, it may invest in any financial instruments with derivative components or in derivatives derived from an underlying instrument permissible under § 197(1)(1) KAGB, provided it maintains an appropriate risk management system.
- The potential VaR for the market risk attributable to the UCITS investment fund may never exceed double the potential VaR of the relevant benchmark assets pursuant to § 9 DerivateV. Alternatively, the VaR may never exceed 20% of the value of the UCITS investment fund.
- (4) Under no circumstances may the Company deviate from the investment principles and limits specified in the General or Special Terms and Conditions of Investment or in the Sales Prospectus in relation to such transactions.
  - (5) The Company will use derivatives and financial instruments with derivative components for hedging purposes, efficient portfolio management and in order to generate additional income, if and to the extent it considers this to be in the interests of investors.
  - (6) When calculating the market-risk limit for the use of derivatives and financial instruments with derivative components, the Company may at any time switch from the simple to the qualified approach pursuant to § 6(3) DerivateV. Switching does not require BaFin approval; however, the Company must promptly notify BaFin of the switch and publish it in the subsequent semi-annual or annual report.
  - (7) When using derivatives and financial instruments with derivative components, the Company shall comply with the DerivateV.

## § 10 Other investment instruments

Unless specified otherwise in the Special Terms and Conditions of Investment, the Company may invest, on behalf of said UCITS investment fund, up to 10% of such fund's assets in "Other Investment Instruments" pursuant to § 198 KAGB.

## § 11 Issuer limits and investment limits

- (1) In its management activities, the Company shall comply with the investment limits and restrictions specified in the KAGB, the DerivateV and the Terms of Contract.
- (2) Up to 5% of the value of the UCITS investment fund may be invested in transferable securities and money market instruments (including transferable securities purchased under agreements to resell and money market instruments of a single issuer). However, up to 10% of the value of the UCITS investment fund may be invested in these transferable securities and money market instruments, if this is stipulated in the Special Terms and Conditions of Investment and the total value of the transferable securities and money market instruments of these issuers does not exceed 40% of the value of UCITS investment fund.
- (3) The Company may invest up to 35% of the UCITS investment fund's value each in bonds, borrower's note loans and money market instruments issued or guaranteed by the Federal Republic of Germany, a German federal state, the EU, an EU Member State or its local bodies, a State party to the EEA Agreement, a third country or an international organisation to which at least one EU Member State belongs.
- (4) The Company may invest up to 25% of the value of the UCITS investment fund each in mortgage bonds, public-sector bonds and debt instruments issued by credit institutions with their registered offices in an EU Member State or another State party to the EEA Agreement. This is subject to the following: said credit institutions are subject by law to special public supervision designed to protect the holders of such debt instruments; funds acquired through the issue thereof are invested (in accordance with the law) in assets that sufficiently cover the liabilities arising from these debt instruments during their entire term; and said funds are primarily used to repay the principal and pay interest, should the issuer default. Should the Company invest more than 5% of the value of the UCITS investment fund in bonds of a single issuer in accordance with the previous sentence, the total value of those bonds must not exceed 80% of the UCITS investment fund's value.
- (5) The limit in (3) above may be exceeded for transferable securities and money market instruments of a single issuer in accordance with § 206(2) KAGB, if permitted by the Special Terms and Conditions of Investment with regard to the issuers named therein. In such cases, the transferable securities and money market instruments held on behalf of the UCITS investment fund must originate from at least six different issues, and no single issue may exceed 30% of the UCITS investment fund's value.
- (6) The Company may not invest more than 20% of the UCITS investment fund's value in bank deposits as per § 195 KAGB at a single credit institution.
- (7) The Company must ensure that a combination of
  - (a) transferable securities and money market instruments issued by a single body,
  - (b) deposits with said body,
  - (c) attributable amounts for the counterparty risk involved in transactions concluded with said body,

do not exceed 20% of the value of the UCITS investment fund. The previous sentence applies to those issuers and guarantors stated in (3) and (4) above, with the stipulation that the Company must ensure that a combination of the assets and attributable amounts stated in the first sentence does not exceed 35% of the value of the UCITS investment fund. In both cases, the respective individual maximum limits remain unaffected.



- (8) The bonds, borrower's note loans and money market instruments referred to in (3) and (4) above are not taken into account when applying the 40% limit referred to in (2) above. Notwithstanding the provisions of (7), the limits referred to in (2)–(4) and (6)–(7) of this section may not be accumulated.
- (9) The Company may only invest up to 20% of the value of the UCITS investment fund in units of any one investment fund as per § 196(1) KAGB. The Company may only invest up to 30% of the value of the UCITS investment fund in units of investment funds in accordance with § 196(1), point 2 KAGB. The Company may, on behalf of the UCITS investment fund, not acquire more than 25% of the units issued by another open-ended domestic, EU or foreign investment fund that are invested (in accordance with the principle of risk diversification) in assets within the meaning of §§ 192–198 KAGB.

## § 12 Merger

- (1) Pursuant to §§ 181–191 KAGB, the Company may
  - (a) transfer all assets and liabilities of this UCITS investment fund to another existing or newly-formed investment fund, or to an EU UCITS or a UCITS investment corporation with variable capital;
  - (b) acquire all the assets and liabilities of another open-ended investment fund, an EU UCITS or an investment corporation with variable capital and incorporate them into this UCITS investment fund.
- (2) Any merger is subject to approval by the relevant competent supervisory authority. Details of the procedure can be found in §§ 182–191 KAGB.
- (3) The UCITS investment fund may only be merged with an investment fund that is not a UCITS if the absorbing or newly-formed investment fund will henceforth be a UCITS. EU UCITS may also be merged with the UCITS investment fund in accordance with Article 2(1)(p)(iii) of Directive 2009/65/EC.

## § 13 Transferable securities lending

- (1) The Company may, on behalf of the UCITS investment fund, grant a transferable securities loan, which can be called at any time, to a securities borrower in return for market-rate compensation after the transfer of sufficient collateral in accordance with § 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 on behalf of the UCITS investment fund to the same securities borrower, including companies in the same group within the meaning of § 290 of the German Commercial Code [Handelsgesetzbuch – HGB], may not exceed 10% of the value of the UCITS investment fund.
- (2) Should the securities borrower's collateral for the transferred securities be provided in the form of credit, said credit must be kept in blocked accounts pursuant to § 200(2)(3)(1) KAGB. Alternatively, the Company may exercise the option to invest this credit (in its currency) in the following assets:
  - a) in high-quality debt instruments issued by the Federal Republic of Germany, a German federal state, the EU, an EU Member State or its local authorities, a State party to the EEA Agreement or a third country,
  - b) in money market funds with a short maturity structure corresponding to the guidelines issued by BaFin on the basis of § 4(2) KAGB, or

- c) by way of a repurchase agreement with a credit institution that guarantees the repayment of the accrued credit at any time.

The UCITS investment fund shall be entitled to the income from investing collateral.

- (3) The Company may also make use of a system for brokering and processing securities loans – organised by a securities clearing and deposit bank or another company stated in the Special Terms and Conditions of Investment, whose corporate purpose of said company is to process international securities transactions for others – which deviates from the requirements of §§ 200 and 201 KAGB, provided the conditions of such system guarantee that the interests of investors are protected and there is no deviation from the right of termination at any time in accordance with (1) above.
- (4) Unless otherwise specified in the Special Terms and Conditions of Investment, the Company may also allow transferable securities loans in connection with money market instruments and investment units, provided that the UCITS investment fund is permitted to acquire such assets. The provisions of (1)–(3) shall apply mutatis mutandis.

#### **§ 14 Repurchase agreements**

- (1) The Company may, on behalf of the UCITS investment fund and in return for a fee, enter into callable securities repurchase agreements, within the meaning of § 340b(2) HGB, with credit institutions or financial services institutions on the basis of standardised framework agreements.
- (2) The repurchase agreements must involve transferable securities that may be acquired for the UCITS investment fund in accordance with the Terms and Conditions of Investment.
- (3) Repurchase agreements shall be limited to a term of 12 months.
- (4) Unless otherwise specified in the Special Terms and Conditions of Investment, the Company may also allow repurchase agreements in connection with money market instruments and investment units, provided that the UCITS investment fund is permitted to acquire such assets. The provisions of (1)–(3) shall apply mutatis mutandis.

#### **§ 15 Borrowing**

The Company may take out short-term loans amounting to up to 10% of the value of the UCITS investment fund, provided that the terms of the loan are in line with the market and the Custodian agrees to the loan

#### **§ 16 Unit certificates**

- (1) Unit certificates are made out to the bearer and issued for one or more units.
- (2) Units may have different characteristics, particularly with regard to the use of income, the issuing surcharge, redemption fees, the currency of the unit value, the management fee, the minimum investment amount or a combination of these characteristics (unit classes). For details, please refer to the Special Terms and Conditions of Investment.
- (3) Unit certificates must bear, as a minimum, the handwritten or duplicated signatures of the Company and the Custodian.

- (4) The units are transferable. When a unit certificate is transferred, the rights vested therein are also transferred. The Company shall, in all cases, consider the bearer of the unit certificate to be the beneficiary.
- (5) The rights of investors and the rights of investors in a unit class shall be securitised via global certificates. There is no entitlement to the delivery of physical certificates. Where physical certificates were delivered for the UCITS investment fund in the past and these are not held in collective custody by one of the bodies referred to in § 97(1)(2) KAGB after 31 December 2016, these physical certificates shall become invalid after 31 December 2016. Instead investor units shall be securitised via global certificates and credited to a segregated account held by the depositary. When an invalid physical certificate is submitted to the Custodian, the originator may request that a corresponding unit be credited to a securities account designated by it and held on its behalf. Physical certificates held in collective safekeeping as at 31 December 2016 by a body referred to in § 97(1)(2) KAGB may be transferred to a global certificate at any time.

### **§ 17 Issue and redemption of unit certificates, and suspension of redemption**

- (1) In principle, the number of units issued and the corresponding number of unit certificates is not limited. The Company reserves the right temporarily or permanently cease the issue of units.
- (2) Units may be acquired from the Company or Custodian or via a third party.
- (3) Investors may request the Company to redeem the units. The Company is obliged to redeem the units at the current redemption price on behalf of the UCITS investment fund. The place of redemption is the Custodian.
- (4) The Company may, however, suspend the redemption of units pursuant to § 98(2) KAGB, should extraordinary circumstances arise which make such suspension appear necessary in the interests of investors.
- (5) The Company shall inform the investors of any suspension pursuant to (4) above and the resumption of redemption via publication of a notice in the German Federal Gazette, as well as a financial or daily newspaper with sufficient circulation or in the electronic media stated in the Sales Prospectus. Following the publication of a notice in the German Federal Gazette, investors must be immediately informed by means of a durable medium of the suspension and resumption of unit redemption.

### **§ 18 Issue and redemption prices**

- (1) In order to calculate the issue and redemption prices of units, the market value of the assets held by the UCITS investment fund less loans and other liabilities (net asset value) shall be determined and divided by the number of units issued (unit value). Should different unit classes be created for the UCITS investment fund pursuant to § 16(2), the unit value and issue and redemption price shall be calculated separately for each unit class. Assets shall be valued pursuant to §§ 168 and 169 KAGB and the Capital Investment Accounting and Valuation Ordinance [Kapitalanlage-Rechnungslegungs- und Bewertungsverordnung – KARBV].
- (2) The issue price equals the value of a unit in the UCITS investment fund, plus (if applicable) an issuing surcharge to be specified in the Special Terms and Conditions of Investment pursuant to § 165(2)(8) KAGB. The redemption price will be equal to the value of a unit in

the UCITS investment fund, plus (if applicable) a redemption fee to be specified in the Special Terms and Conditions of Investment pursuant to § 165(2), point 8 KAGB.

- (3) The settlement date for unit purchases and redemption orders shall be no later than the valuation date following receipt of the purchase/redemption order, unless otherwise provided in the Special Terms and Conditions of Investment.
- (4) The issue and redemption prices shall be determined on each trading day. Unless otherwise stipulated in the Special Terms and Conditions of Investment, the Company and Custodian may refrain from calculating the value on statutory public holidays which are trading days or on 24 or 31 December of each year; this is explained in more detail in the Sales Prospectus.

## § 19 Costs

The expenses and fees due to the Company, the Custodian and third parties which may be charged to the UCITS investment fund are stated in the Special Terms and Conditions of Investment. In the case of fees within the meaning of the previous sentence, the Special Terms and Conditions of Investment shall also specify how and in what amount they are to be paid, and how they are to be calculated.

## § 20 Accounting

- (1) No later than four months after the end of the UCITS investment fund's financial year, the Company shall issue an annual report, including a profit and loss account pursuant to § 101(1), (2) and (4) KAGB.
- (2) No later than two months after the middle of the financial year, the Company shall issue a semi-annual report pursuant to § 103 KAGB.
- (3) If, during the financial year, the right to manage the UCITS investment fund is transferred to another capital management company or the UCITS investment fund is merged with another investment fund or an EU UCITS investment fund, the Company shall draw up, on the transfer date, an interim report that meets the requirements of an annual report as per (1) above.
- (4) Should the UCITS investment fund be liquidated, the Custodian shall draw up a liquidation report both annually and on the date on which the liquidation is completed; this report must meet the requirements of an annual report as stated in (1) above.
- (5) These reports are available from the Company, the Custodian and other agents stated in the Sales Prospectus and the KIID; they shall also be published in the German Federal Gazette.

## § 21 Termination and liquidation of the UCITS investment fund

- (1) The Company may cease managing the UCITS investment fund subject to at least six months' notice via publication of a notice in the German Federal Gazette, as well as in the annual or semi-annual report. Investors shall be immediately notified via durable medium of any termination notified pursuant to the previous sentence.
- (2) The right of the Company to manage the UCITS investment fund shall expire on the date on which termination takes effect. In this case, the UCITS investment fund and/or the right

to dispose of it shall be transferred to the Custodian, which shall liquidate it and distribute the proceeds to investors. In return for the performance of its liquidation duties, the Custodian shall be entitled to a fee as well as to the reimbursement of its expenses incurred as a necessary part of the liquidation. With BaFin approval, the Custodian may refrain from the liquidation and distribution, and appoint another asset management company to manage the UCITS investment fund in accordance with the current Terms and Conditions of Investment.

- (3) On the day its management right expires pursuant to § 99 KAGB, the Company shall draw up a liquidation report that meets the requirements for an annual report pursuant to § 20(1) above.

## **§ 22 Change of capital management company and custodian**

- (1) The Company may transfer the right to manage and to dispose of the UCITS investment fund to another capital management company. Transfers are subject to prior approval by BaFin.
- (2) Approved transfers shall be published in the German Federal Gazette and in the annual or semi-annual report. Investors shall be immediately notified via durable medium of any transfer notified pursuant to the first sentence. Transfers shall become effective at the earliest three months after they are published in the German Federal Gazette.
- (3) The Company may change the custodian to the UCITS investment fund. Any such change is subject to approval by BaFin.

## **§ 23 Amendments to the Terms and Conditions of Investment**

- (1) The Company may amend the Terms and Conditions of Investment.
- (2) Amendments thereto are subject to prior approval by BaFin. If the amendments referred to in (1) above relate to the UCITS investment fund's investment principles, they shall require the prior consent of the Company's Supervisory Board.
- (3) All planned amendments shall be published in the German Federal Gazette, as well as a financial or daily newspaper with sufficient circulation or in the electronic media stated in the Sales Prospectus. Any publication pursuant to the previous sentence shall state the planned amendments and their date of entry into force. Should there be any changes to costs within the meaning of § 162(2), point 11 KAGB, changes to the investment principles of the UCITS investment fund within the meaning of § 163(3) KAGB or changes to the material rights of investors, the investors must be informed, at the same time as publications in accordance with the first sentence of this paragraph, of what the planned changes to the Terms and Conditions of Investment essentially involve and the reasons therefor, as well as be provided with information regarding their rights under § 163(3) KAGB, in a comprehensible manner and by way of a durable medium pursuant to § 163(4) KAGB.
- (4) The amendments shall not enter into force until the day after they are published in the German Federal Gazette or, in the event of amendments to the costs or investment principles, until three months have passed since publication thereof.

## **§ 24 Place of performance, jurisdiction**

- (1) The place of performance is the Company's registered office.

- (2) If the investor does not have a domestic general jurisdiction, the Company's registered office shall be regarded as the non-exclusive place of jurisdiction.

## G. Special Terms and Conditions of Investment

### SPECIAL TERMS AND CONDITIONS OF INVESTMENT

governing the legal relationship between the investors

and

**UNIVERSAL-INVESTMENT-GESELLSCHAFT MBH,**

**Frankfurt / Main,**

**(hereinafter referred to as the "Company")**

**for the**

**investment fund managed by the Company pursuant to the UCITS Directive**

**ACATIS AKTIEN GLOBAL FONDS UI,**

**applicable only in conjunction with the**

**General Terms and Conditions of Investment**

**General Terms and Conditions of Investment (hereafter "AABen")**

**prepared by the Company.**

### INVESTMENT PRINCIPLES AND INVESTMENT LIMITS

#### § 1 Assets

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

1. Transferable securities pursuant to § 193 KAGB,
2. Money market instruments pursuant to § 194 KAGB,
3. Bank balances pursuant to § 195 KAGB,
4. Investment units pursuant to § 196 KAGB,
5. Derivatives pursuant to § 197 KAGB,
6. Other investment instruments pursuant to § 198 KAGB.

#### § 2 Investment limits

- (1) At least two thirds of the UCITS Investment Fund is made up of equities. Equities purchased under agreements to resell shall count towards the issuer limits under § 206(1)–(3) KAGB.
- (2) Up to 25% of the UCITS Investment Fund's assets may be invested in debt instruments as well as in convertible and warrant-linked bonds.

- (3) Up to one third of the value of the UCITS investment fund may be invested in money market instruments, subject to § 6 of the General Terms and Conditions of Investment. Money market instruments purchased under agreements to resell shall count towards the issuer limits under § 206(1)–(3) KAGB.
- (4) Transferable securities and money market instruments of a single issuer may be acquired up to a value of 10% of the UCITS investment fund's assets and the total value of the transferable securities and money market instruments of this issuer may not exceed 40% of the Investment Fund's assets.
- (5) Up to one third of the value of the UCITS investment fund may be held in bank deposits as specified in § 7(1) of the General Terms and Conditions of Investment. Amounts paid by the Company as a lender shall be taken account of here.
- (6) Up to 10% of the value of the UCITS investment fund may be held in all permissible investment units as specified in § 8 of the General Terms and Conditions of Investment. Investment units purchased under agreements to resell shall count towards the investment limits defined in §§ 207 and 210(3) KAGB.

### § 3 Investment Committee

The Company is advised by an investment committee in respect of the UCITS investment fund.

## UNIT CLASSES

### § 4 Unit classes

- (1) For the UCITS Investment Fund, it is possible to create unit classes within the meaning of § 16(2) of the General Terms and Conditions of Investment. Such unit classes may differ regarding the use of income, the initial sales charge, the currency of the unit value, the management fee and the minimum investment amount, or a combination of these characteristics. Unit classes may be formed at any time at the Company's discretion.
- (2) Existing unit classes shall be listed individually in the Sales Prospectus and in the annual and semi-annual reports. The characteristics of the unit classes (use of income, issuing surcharge, currency of the unit value, management fee, minimum investment amount or a combination of these characteristics) are described in detail in the Sales Prospectus and the annual and semi-annual reports.
- (3) Currency hedging transactions may be concluded exclusively in favour of an individual currency unit class. For foreign currency unit classes that are currency hedged in favour of the currency in which those unit classes are denominated (reference currency), the Company may also – notwithstanding the provisions of § 9 of the General Terms and Conditions of Investment – use derivatives (within the meaning of § 197(1) KAGB) on exchange rates or currencies so as to avoid losses in unit value resulting from foreign exchange losses relating to assets of the UCITS investment fund that are not denominated in the reference currency for that unit class.
- (4) The unit value shall be calculated separately for each unit class by attributing the costs for the launch of new unit classes, distributions (including any taxes to be paid out of the Fund's assets), the management fee and the results of currency hedging transactions re-



lated to a certain unit class, including, as the case may be, any income adjustment, exclusively to the relevant unit classes.

## **UNIT CERTIFICATES, ISSUE PRICE, REDEMPTION PRICE, UNIT REDEMPTION AND COSTS**

### **§ 5 Unit certificates**

Investors are fractional co-owners of the UCITS investment fund's respective assets in proportion to their number of units.

### **§ 6 Issue and redemption prices**

(1) The issuing surcharge is 5.0% of the unit value. The Company may charge a reduced issuing surcharge, or not charge one at all, for the UCITS investment fund or one or more unit classes. The Company shall specify the issuing surcharge for each unit class in the Sales Prospectus and the annual and semi-annual reports.

(2) The redemption shall be performed at the unit value. No redemption fee is charged.

### **§ 7 Costs**

(1) Fees to which the Company is entitled from the UCITS investment fund:

- a) In return for managing the UCITS investment fund, the Company receives a fee (payable quarterly) amounting to 0.75% p.a. of the UCITS investment fund's average value, which is calculated by taking the values on each valuation date. The Company may charge a reduced fee, or not charge one at all, for the UCITS investment fund or one or more unit classes. The Company shall specify the management fee for each unit class in the Sales Prospectus and the annual and semi-annual reports.
- b) Should any disputed claim be settled in or out of court on behalf of the UCITS investment fund, the Company may charge a fee of up to 5% of the amounts obtained for said investment fund, after deducting and settling the costs the investment fund incurs in connection with such proceedings.
- c) In return for initiating, preparing and conducting securities lending transactions and repurchase agreements on behalf of the UCITS Investment Fund, the Company may receive a flat fee amounting to up to 49% of the net income (income after deduction and settlement of fees incurred through these transactions/agreements, including fees payable to third parties) resulting from these transactions. If the fees payable to third parties or other costs in connection with these transactions exceed the income generated, these are borne by the Company.

(2) The fees to be paid out of the UCITS investment fund to third parties are as follows:

The Company may call upon the services of a consultancy firm or asset management company when implementing its investment strategy. In this case, the advisor company or asset management company receives a fee (payable quarterly) amounting to 0.60% p.a. of the UCITS investment fund's average value, which is calculated by taking the values on each valuation date. The consultancy firm or asset management company may charge a reduced fee, or not charge one at all, for the UCITS investment fund or one or more unit classes. This fee is not covered by the management fee; as a result, the Company charges it to the UCITS investment fund. The Company shall specify the fee paid to the consultancy

firm or asset management company for each unit class in the Sales Prospectus and the annual and semi-annual reports.

- (3) The amount taken out of the UCITS investment fund per year in the form of fees, pursuant to points 1(a) and 2 above, can be up to 1.35% p.a. of the UCITS investment fund's average value calculated on the basis of the values of each valuation date.
- (4) In return for the performance of its duties, the Custodian receives a fee (payable quarterly) amounting to 0.10% p.a. (at least EUR 10,000.00 p.a.) of the UCITS investment fund's average value, which is calculated by taking the values on each valuation date. The Custodian may charge a reduced fee, or not charge one at all, for the UCITS investment fund or one or more unit classes. The Company shall specify the custodian fee for each unit class in the Sales Prospectus and the annual and semi-annual reports.
- (5) At the expense of the UCITS investment fund, the Advisor Company or Asset Management Company may also receive a performance fee worth 15% of the amount by which the unit value performance exceeds the benchmark index performance at the end of the accounting period (outperformance above the benchmark index), subject to a maximum of 10% of the average value of the UCITS investment fund in that accounting period. The Advisor Company or Asset Management Company may charge a reduced performance fee, or not charge one at all, for the UCITS investment fund or one or more unit classes. The Company shall specify the performance fee for each unit class in the Sales Prospectus and the annual and semi-annual reports.

If the performance of the unit value at the end of an accounting period falls below the performance of the benchmark index (negative performance with respect to benchmark), the Advisor Company or Asset Management Company does not receive any performance fee. When a positive benchmark deviation is calculated, the negative amount for each unit value is calculated on the basis of the maximum agreed amount and carried forward to the next accounting period. For the following accounting period, the Advisor Company or Asset Management Company only receives a performance fee if the amount calculated from a positive benchmark deviation exceeds the negative balance carried forward from the previous accounting period at the end of the accounting period. In this case, the fee is the difference between both values. A negative amount remaining for each unit value is carried forward again to the new accounting period. If a negative performance with respect to the benchmark is again generated at the end of the next accounting period, the existing negative balance carried forward is increased by the amount calculated from this negative performance with respect to the benchmark deviation. When calculating the fee, negative balances carried forward from the previous five accounting periods are taken into consideration.

A positive amount for each unit value which cannot be withdrawn is also carried forward to the new accounting period.

The accounting period begins on 1 January and ends on 31 December of each calendar year. The first accounting period began on 30 June 2013 and will end on 31 December 2014.

The benchmark index set is: MSCI® World GDR (EUR)<sup>35</sup>

The deferred performance fee is calculated by comparing the performance of the benchmark index with that of the unit value, which is calculated using the BVI method<sup>36</sup>, during the accounting period.

<sup>35</sup> MSCI® is a registered trademark of MSCI Inc.

<sup>36</sup> An explanation of the BVI method is published on the website of BVI Bundesverband Investment und Asset Management e.V. ([www.bvi.de](http://www.bvi.de)).

The costs charged to the UCITS investment fund may not be deducted before the comparison with the performance of the benchmark index.

A performance fee accrued in the UCITS investment fund, corresponding to the result of a daily comparison, is deferred. If, during the accounting period, the performance fee of the unit value is worse than that of the benchmark index, a performance fee which had previously been deferred and corresponds to the daily comparison, is again dismissed in the respective accounting period. The deferred performance fee existing at the end of the accounting period may be withdrawn.

In the absence of the benchmark index, the company shall set another appropriate index to take the place of this index.

The deferred performance fee can, even for a positive benchmark deviation, only be withdrawn if the unit value at the end of the accounting period exceeds the unit value at the start of the accounting period (absolute positive performance of the units).

- (6) In addition to the aforementioned fees, the following expenses are charged to the UCITS investment fund:
- a) standard custodian and account fees, including any standard bank costs for the custody of foreign assets abroad;
  - b) costs of printing and dispatching statutory sales documentation intended for investors (annual and semi-annual reports, Sales Prospectus, KIID);
  - c) costs of publishing the annual and semi-annual reports, the issue and redemption prices and, if applicable, the distributions or reinvestments and the liquidation report;
  - d) costs of setting up and using a durable medium, except in the case of information concerning fund mergers and measures in connection with investment limit infringements or calculation errors when ascertaining the unit value;
  - e) costs of auditing the UCITS investment fund by the auditor appointed by the Company;
  - f) costs of publishing the bases for taxation and certifying that the tax information has been drawn up pursuant to German tax regulations;
  - g) costs incurred by the Company for asserting and enforcing legal claims on behalf of the UCITS investment fund, as well as for defending claims raised against the Company at the cost of the UCITS investment fund;
  - h) fees and costs charged by public authorities in relation to the UCITS investment fund;
  - i) costs of legal and tax advice with regard to the UCITS investment fund;
  - j) costs and any charges that may arise in connection with the acquisition and/or use or designation of a benchmark or financial index;
  - k) costs of appointing proxies;
  - l) costs of third parties analysing the performance of the UCITS investment fund; and
  - m) taxes incurred in connection with both the fees payable to the Company, Custodian and third parties as well as the aforementioned expenses, including taxes arising in connection with management and custody activities.
- (7) In addition to the above-mentioned fees and expenses, costs incurred in connection with the acquisition and disposal of assets shall be charged to the UCITS investment fund.
- (8) The Company must specify in the annual and semi-annual reports the amount of issuing surcharges and redemption fees charged to the UCITS investment fund during the reporting period for the acquisition and redemption of units and shares within the meaning of §

196 KAGB. Concerning the acquisition of units that are managed directly or indirectly by the Company itself or by another company with which the Company is affiliated through a significant direct or indirect shareholding, the Company or the other company may not charge any issuing surcharge or redemption fee for the acquisition or redemption of units. In its annual and half-yearly reports, the Company shall specify the fee charged to the UCITS investment fund by the Company itself, another management company, an investment company or another company associated with the Company via a substantive direct or indirect holding or a foreign investment company, including its management company, as a management fee for the units or shares held in the UCITS investment fund.

## **USE OF INCOME AND FINANCIAL YEAR**

### **§ 8 Income reinvestment**

For accumulating unit classes, the Company shall reinvest on a pro rata basis the interest, dividends and other income accrued on behalf of the UCITS investment fund during the financial year and not used to cover costs – taking the relevant income equalisation into account – as well as the realised capital gains in the UCITS investment fund.

### **§ 9 Distribution**

- (1) For distributing unit classes, the Company shall (in principle) distribute on a pro-rata basis the interest, dividends and income from investment units, lending transactions and repurchase agreements that is attributable to the respective unit class during the financial year, accrued on behalf of the UCITS investment fund and income that is accrued during the financial year from investment units, lending transactions and repurchase agreements not used to cover costs, taking the relevant income equalisation into account. Any sales gains and other income may also be distributed on a pro rata basis, while taking account of the relevant income adjustment.
- (2) Distributable pro-rata income pursuant to (1) above may be carried over for distribution in subsequent financial years, provided that the total income carried over does not exceed 15% of the value of the UCITS investment fund as at the financial year end. Income from short financial years may be carried over in full.
- (3) Income may be reinvested in the UCITS investment fund on a pro rata basis, either in whole or in part, in the interest of preserving assets.
- (4) Distributions are made annually, within three months after the end of the financial year.

### **§ 10 Financial year**

The financial year of the UCITS investment fund begins on 1 January and ends on 31 December of each year.

