

ATHENA UI

UCITS Investment Fund under German Law
Sales Prospectus including the Terms and Conditions of Investment

Custodian: BNP PARIBAS Securities Services S.C.A.
Frankfurt am Main branch

 **UNIVERSAL
INVESTMENT**
Administration • Insourcing • Risk Management

Units in the investment fund ATHENA UI may be purchased and sold on the basis of the current 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 sections F and G at the end of this Sales Prospectus.

Upon request, the Sales Prospectus shall be provided free of charge to any party interested in acquiring a unit in the ATHENA UI investment fund, 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.

No information or statements deviating from this Sales Prospectus may be issued. 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 investor. The Sales Prospectus is supplemented by the most recent annual report and any subsequently published semi-annual report.

INVESTMENT RESTRICTIONS FOR U.S. PERSONS

Universal-Investment-Gesellschaft mbH and/or ATHENA 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 latest version of the United States Securities Act of 1933 or under the securities legislation of any federal state of the United States of America. Units in ATHENA 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. US persons are those who are US nationals or who are resident and/or subject to taxation in the USA. U.S. persons may also be partnerships or companies established in accordance with the laws of the USA or a federal state, territory or possession of the USA.

IMPORTANT LEGAL IMPLICATIONS OF THE CONTRACTUAL RELATIONSHIP

By acquiring units, the investor become a co-owner of the assets held by the investment fund, in proportion to the number of their units. He/she is not able to dispose of the assets. There are no voting rights associated with the units.

All publications and publicity materials shall be written in German or shall be provided with a German translation. Moreover, Universal-Investment-Gesellschaft mbH shall communicate with its investors exclusively in German.

The legal relationship between Universal-Investment-Gesellschaft mbH and the investor as well as the pre-contractual relations are governed by German law. The registered office of Universal-Investment-Gesellschaft mbH shall be the place of jurisdiction for any legal action by the investor against Universal-Investment-Gesellschaft mbH arising from the contractual relationship. Investors who are consumers (see the following definition) and live in another EU Member State may also take legal action before a competent court in their place of residence. The enforcement of judicial decisions is governed by the

Code of Civil Procedure, the Act on foreclosure sale and administrative receivership, where applicable, or the Insolvency Code. As Universal-Investment-Gesellschaft mbH is subject to domestic law, domestic judgments do not require recognition prior to enforcement.

To enforce their rights, investors may take legal action before the ordinary courts or, where one is available, launch an alternative dispute resolution procedure.

Universal-Investment-Gesellschaft mbH has undertaken to participate in dispute settlement proceedings before a consumer arbitration board.

In the event of disputes, consumers may call upon the Investment Funds Ombudsman of BVI Bundesverband Investment und Asset Management e.V. as the responsible consumer arbitration body. Universal-Investment-Gesellschaft mbH will take part in dispute resolution proceedings before this arbitration board.

The contact details for the Investment Fund Ombudsman are:

Office of the BVI Ombudsman
Bundesverband Investment und Asset Management e.V.
Unter den Linden 42
10117 Berlin
Telephone: +49 (0)30 6449046 - 29
Fax: +49 (29)30 6449046 - 29
Email: info@ombudsstelle-investmentfonds.de
www.ombudsstelle-investmentfonds.de

Consumers are natural persons who invest in the investment fund for a purpose that may neither mainly be attributed to its commercial nor its independent professional activities and who therefore do business for private purposes.

The European Commission has set up a European online dispute resolution platform at www.ec.europa.eu/consumers/odr. Consumers can use it for the out-of-court settlement of disputes arising from online sales contracts or online service contracts. The Company's email address is: Beschwerdemanagement@universal-investment.com. The platform is not a dispute settlement body itself, but is solely responsible for helping the parties to establish contact with a competent national arbitration body.

The right to seek redress in court shall remain unaffected by dispute settlement proceedings.

Securities ID No. / ISIN:

Unit class I: A0Q2SF / DE000A0Q2SF3

Unit class V: A2QCX3 / DE000A2QCX37

Launch date:

Unit class I: 23 June 2008

Unit class V: 24 November 2020

Status: 11 July **2022**

Note:

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

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A. Brief overview of the partners of ATHENA UI

1. Capital management company

Name	Universal-Investment-Gesellschaft mbH
Street address	Theodor-Heuss-Allee 70 60486 Frankfurt am Main
Postal address	Postfach 17 05 48 60079 Frankfurt am Main Telephone: +49 (0) 69 7 10 43-0 Fax: +49 (0) 69 7 10 43-700 http://www.universal-investment.com
Foundation	1968
Legal form	Limited liability company
Commercial register	Frankfurt am Main (HRB 9937)
Subscribed and paid-up capital	EUR 10,400,000.00 (as at: September 2021)
Equity capital	EUR 70,241,950.24 (as at: September 2021)
Managing Directors	Frank Eggloff Mathias Heiß Ian Lees Katja Müller Markus Neubauer Michael Reinhard ¹ Stefan Rockel Axel Vespermann
Supervisory Board	Prof. Dr. Harald Wiedmann, Chairman Attorney at Law, Berlin Dr Axel Eckhardt Senior Advisor Montagu, Frankfurt/Main Ellen Engelhardt Daniel Fischer Director Montagu, Frankfurt/Main Daniel F. Just Chairman of the Management Board of Bayerische Versorgungskammer, Munich Janet Zirlewagen

¹ Also Chairman of the Supervisory Board of Universal-Investment-Luxembourg S.A.

2. Custodian

Name	BNP PARIBAS Securities Services S.C.A. Frankfurt branch
Street address	Europa-Allee 12 60327 Frankfurt am Main
Telephone	+49 (0) 69 152050
Fax	+49 (0) 69 15205550
Website	https://securities.cib.bnpparibas/de/
Legal form	S.C.A. – société en commandite par actions Limited equity partnership under French law
Commercial register	Frankfurt am Main (HRB 50955)
Liable equity	€ 633,207,000.00 (as at: December 2016)

3. Asset Management Company

Name	LeanVal Asset Management AG
Postal address	Bleichstrasse 52 60313 Frankfurt am Main
Telephone	+49 (0) 69 9494 88 - 000
Fax	+49 (0) 69 9494 88 - 010
Website	http://www.lvam.de

4. Auditor

KPMG AG Wirtschaftsprüfungsgesellschaft

The Squaire
Am Flughafen
60549 Frankfurt am Main

5. Investment Committee

Thomas Wiegelmann,
LeanVal Asset Management AG

, Frankfurt am Main

Steffen Kern,
LeanVal Asset Management AG

, Frankfurt am Main

B. General provisions

1. The investment fund (the Fund)

The investment fund ATHENA UI (referred to hereinafter as the "Fund") is a undertaking for collective investment which collects capital from a number of investors in order to invest it pursuant to a stipulated investment strategy for the benefit of these investors (referred to hereinafter as the "investment fund"). 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 German Capital Investment Code (KAGB). It is managed by the capital management company Universal-Investment-Gesellschaft mbH (hereinafter referred to as the "Company"). The Fund was launched on 23 June 2008 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 purpose of the Fund is limited to investing in accordance with a specified investment strategy within the framework of collective asset management, using the funds deposited with it; the UCITS investment fund does not have an operating function or active business management of the assets held. 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 Investment Tax Act (hereinafter referred to as "InvStG") and 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 (referred to hereinafter as "BaFin"). The Fund does not form part of the Company's insolvency assets.

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 or the Distributor and also from 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 the end of this Sales Prospectus. 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 are permitted only upon the condition that the Company offers investors either the redemption of their units free of charge 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 investment funds.

The proposed amendments shall be published in the German Federal Gazette [Bundesanzeiger] and on the Company's website (<http://www.universal-investment.com>). If the amendments relate to fees and reimbursements of expenses to be deducted from the Fund, to the Fund's investment principles or to essential investor rights, the investors will also be informed by the institution maintaining their securities account via a medium on which information can be stored, viewed and passed on without any changes for a duration which is appropriate for providing the information, e.g. in paper or electronic form (i.e. a "durable medium"). This information shall include the key content of the planned amendments, the reasons for their implementation, the rights of investors in connection therewith and a reference to where and how further information can be obtained.

The amendments shall become effective no sooner than on the day following their publication. Amendments to regulations applicable to remunerations and the reimbursement of expenses will take effect at the earliest four weeks after notice is given, unless an earlier date is agreed with BaFin approval. Amendments to the Fund's current investment principles shall also take effect at the earliest four weeks after notice is given.

4. Management Company

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 am Main, Germany. It is a joint venture of German banks and bankers. Its shareholders are Universal-Beteiligungs- und Servicegesellschaft mbH, Frankfurt am Main, Universal Securitisation Solutions S.A., Luxembourg, Universal Securitisation Solutions II S.A., Luxembourg, Berenberg Beteiligungsholding GmbH, Hamburg, and LUI Beteiligungs GmbH, Bielefeld.

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 and 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 in accordance with the UCITS Directive since 21 July 2013. The Company is authorised to act as a UCITS and AIF capital management company.

Management and Supervisory Board

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

Capital and additional equity

The Company has covered 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 by the following: equity amounting to at least 0.01% of the value of the portfolio of all the AIFs under management. This amount will be reviewed 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 assets. The Custodian holds the assets in blocked custodian accounts and blocked accounts. In the case of assets that cannot be held in custody, the custodian assesses whether the Company has acquired ownership of these assets. It monitors whether the Company disposes of the assets in accordance with the provisions of the KAGB and the Terms and Conditions of Investment. Investments in bank deposits with another credit institution and disposals of these bank deposits are permitted only with the approval of the Custodian. The Custodian must grant its approval if such investment or disposition complies with the Terms and Conditions of Investment and the provisions of the KAGB.

The Custodian, furthermore, has the following specific responsibilities:

- Issuing and redeeming Fund units;
- Ensuring that the issue and redemption of units, as well as the calculation of the unit value, are carried out in accordance with the provisions of the KAGB and the Terms and Conditions of Investment;
- Ensuring that, with regard to transactions for the joint account of investors, the equivalent value is received into its custody within the customary deadlines;
- Ensuring that the income of the Fund is used in accordance with the provisions of the 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.

Company name, legal form and registered office of the Custodian

The Company has appointed BNP Paribas Securities Services S.C.A., Frankfurt branch, which has its registered office in Frankfurt am Main, as the Custodian. Its main activities are services in relation to the processing and safekeeping of securities, and securities lending transactions and custodian transactions for German investment funds.

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 section D of this Sales Prospectus.

The following conflicts of interest may arise from this transfer:

- Potential conflicts of interest may occur if the Custodian delegates individual custodian tasks or the sub-custodian function to another outsourcing company. If this other outsourcing company is a company affiliated with the Company or the Custodian (e.g. Group parent company), potential conflicts of interest may occur in the cooperation between this outsourcing company and the Company or Custodian (e.g. the Company or the Custodian may prefer to assign a company it is affiliated with over other similar providers when it comes to allocating custodian tasks or choosing the sub-custodian).
- The Company and Custodian have taken appropriate and effective measures (e.g. policies and organisational measures) in order either to completely avoid potential conflicts of interest or, in cases where this is not possible, to rule out potential harm to the interests of the investors. Compliance with these measures is monitored by an independent compliance function.

The Company has received the above 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 its accuracy and completeness 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 to 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 latest information on the Custodian and its duties, the sub-custodians and on potential conflicts of interest in relation to the activity of the Custodian or the sub-custodian.

6. Asset Management Company

The Company calls upon the services of an asset management company to implement its investment strategy, and has outsourced the portfolio management to LeanVal Asset Management AG, Frankfurt am Main (referred to hereinafter as the "Asset Management Company").

The Asset Management Company has the legal form of a public liability company [Aktiengesellschaft] under German law and has been an authorised securities institution since 27/03/1998. It is subject to BaFin supervision. The Asset Management Company's main business is discretionary asset

management, investment advice and conducting transferable securities transactions for customers. Details regarding the Asset Management Company can be found in the overview in Part A of this Sales Prospectus.

The Asset Management Company shall (at its sole discretion) make all investment decisions for the Fund, without obtaining prior instructions or information from the Company. Its fund management obligations include, where necessary: purchasing and selling assets; acquiring and offsetting derivative positions as part of the currency hedging of assets held in a foreign currency; borrowing in order to finance margin requirements for currency futures contracts for the purposes of currency hedging and securing such credit/credit lines through Fund assets; managing liquid funds; and implementing capital measures.

The Asset Management Company shall be liable to the Company for the fulfilment of these obligations. However, the Company's prudential obligations, as well as its civil liability to investors of the Fund, remain unaffected by this outsourcing process. This process does not establish legal relations between the Asset Management Company and the investors of the Fund.

The Asset Management Company acts on behalf of the Fund on the basis of a contract entered into with the Company regarding the outsourcing of portfolio management activities. The Asset Management Company may terminate the contract at any time at the end of a calendar quarter with 30 days' advance notice. The Company also has ordinary and extraordinary termination rights.

If the Asset Management Company is no longer available to manage the Fund's portfolio, the Company shall, unless another outsourcing company presents itself that can ensure a continuation of the investment strategy, terminate management of the Fund subject to a statutory notice period of six months. As a result, the Fund can be settled 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" until the end of the notice period. Instead – provided that this is permitted by the investment guidelines – it shall invest the Fund's assets exclusively in bank deposits and money market instruments.

7. Risk information

Prior to any decision regarding the purchase of Fund units, investors should carefully read the following risk information, together with the other information contained in this Sales Prospectus, and take this into account in their investment decision. The incidence of one or more of these risks may, individually or together with other circumstances, negatively affect the performance of the Fund or of the assets held in the Fund, and thereby also negatively affect the unit value.

If investors sell units of the Fund at a time when the value of assets in the Fund has decreased compared to when the units were purchased, they will not get back the capital they invested in the Fund, either in whole or in part. The investor may lose some or even all of the capital that it has invested in the Fund. Capital growth cannot be guaranteed. The investor's risk is limited to the amount invested. Investors are not obliged to provide any supplementary funding in addition to the money 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 following risks are listed does not imply the probability of their occurrence, nor the extent or significance of occurrence of individual risks.

Fund investment risks

The risks typically associated with investing in a UCITS are described below. These risks may have a negative effect on the unit value, the capital invested by the investor or the duration of investment in the Fund as planned by the investor.

Fluctuation of the Fund unit value

The unit value of the Fund is calculated by dividing the Fund's value by the number of units in circulation. In this way, 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 unit value of the Fund therefore depends on the value of the assets held in the Fund and the amount of liabilities of the Fund. If the value of these assets drops, or the value of the liabilities increases, the Fund unit value will fall accordingly.

Impact of taxation issues on individual performance

The fiscal treatment of investment income depends on the investor's specific circumstances and may be subject to change in future. Investors should contact their personal tax advisor in relation to specific issues – especially taking into account their specific fiscal situation.

Taxation risks due to hedging transactions on behalf of key investors

The possibility cannot be ruled out that it will not be possible to fully or partially offset/reimburse capital gains tax on German dividends and on income from domestic equity-equivalent profit participation rights which the investor acquires on underlying investments. The capital gains tax is fully offset/reimbursed if (i) the investor holds German shares and German equity-like profit participation rights for 45 days continuously during a period of 45 days prior to and after the due date of the capital gains (a total of 91 days), and (ii) if during these 45 days they continuously bear at least 70% of the risk of these holdings or participation rights falling in value (i.e. "45-day rule"). In addition, for the purposes of offsetting capital gains tax there must not be any obligation to pay the capital gains to another person, whether directly or indirectly (e.g. by means of swaps, securities lending transactions or repurchase transactions). Rate-hedging transactions or forward transactions which directly or indirectly hedge against risks associated with German shares or German equity-equivalent profit participation rights may therefore be detrimental. Rate-hedging transactions via value and price indices are deemed to be indirect hedging in this context. If the Fund is deemed to be an entity which is closely associated with the investor and if it undertakes hedging transactions, this may lead to those transactions being attributed to the investor with the result that the investor therefore does not comply with the 45-day rule.

If capital gains tax is not withheld on corresponding income earned by the investor on underlying investments, hedging transactions by the Fund may lead to such income being attributed to the investor and to the investor having to pay the capital gains tax to the tax office.

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. For instance, the Company may amend the Fund's investment policy or increase the costs to be charged to the Fund by changing the Terms and Conditions of Investment. The Company may also change the investment policy within the legally and contractually permitted range of investments without changing the Terms and Conditions of Investment or having them approved by BaFin. As a result, the risks associated with the Fund may change.

Restriction on the redemption of units

The Company may restrict the redemption of units for up to 15 consecutive business days if the investors' return requests on a settlement date exceed a predefined threshold above which the return requests can no longer be executed in the interest of all investors due to the Fund's liquidity situation. If the threshold is reached or exceeded, the Company will decide at its reasonable discretion whether to limit redemptions on that settlement date. If it decides to restrict redemptions, it may continue to do so for up to 14 consecutive working days on a daily discretionary basis. If the Company has decided to limit redemptions, it will only redeem units on a pro rata basis at the redemption price applicable on the settlement date. Furthermore, the redemption obligation does not apply. This means that each redemption request will only be executed on a pro rata basis based on a quota determined by the Company. The unexecuted part of the order will also not be executed at a later date, but will expire. There is therefore the risk for the investor that his order for the redemption of units will only be executed on a pro rata basis and that he will have to place the remaining order again.

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. Extraordinary circumstances in this case may be, for example, economic or political crises, an exceptional number of redemption requests as well as the closure of stock exchanges or markets, trade restrictions or other factors which impact 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 allowed to redeem their units. Even during periods when the redemption of units is suspended, the unit value may fall, for example, if the Company were 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 Fund, without the resumption of unit redemption, if, for example, 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 fully liquidate the Fund once management has been discontinued. After a notice period of six months, 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 securities account

of the investor after termination of the liquidation procedure, the investor may become subject to income tax.

Transfer of all of the Fund's assets to another open-end 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 that they become investors in the absorbing UCITS, or (iii) exchange them for units in an open-end public investment fund with comparable investment principles if the Company or an associated undertaking manages such a fund. This also applies if the Company transfers all of the assets of another open-end public investment fund to the Fund. Investors must therefore make a new investment decision prior to any such transfer. Redeeming units 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 if, for example, 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. The Fund may remain unchanged along with the position of the investor. However, the investor must decide as part of the transfer whether it considers the new capital management company to be just as suitable as the previous one. If he does not want to remain invested in the Fund under the new management, he must redeem his units. Income tax may be incurred.

Profitability and achievement of the investment objectives of the investor

There can be no guarantee that investors will achieve their desired investment objectives. The unit value of the Fund 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. Investors may get back less than they originally invested. In addition, any issuing surcharge paid upon the acquisition of units may reduce or even wholly offset the performance of an investment, particularly if the investment is only held for a short duration.

Inclusion of sustainability risks in the investment process

As part of the investment process, the relevant financial risks are included in the investment decision and assessed on an ongoing basis. This will also take into account relevant sustainability risks as defined in Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosure requirements in the financial services sector ("the Disclosure Regulation"), which may have a material adverse effect on the return of an investment.

Sustainability risk is defined as an environmental, social or governance event or condition that could have a material adverse effect on the value of the investment. Sustainability risks can therefore lead to a material deterioration in the financial profile, liquidity, profitability or reputation of the underlying investment. If sustainability risks are not already taken into account in the investment valuation process, they may have a material adverse effect on the expected/estimated market price and/or liquidity of the investment and therefore on the return of the Fund. Sustainability risks may have a significant impact on all known risk types, and they may be a factor contributing to the materiality of all those risk types.

As part of the selection of assets for the investment fund, the influence of the risk indicators, including sustainability risks, is assessed in addition to the objectives and investment strategies.

The risk quantification assessment process includes aspects of the sustainability risks, and it relates these to other factors (in particular price and expected return) that are considered when making the investment decision.

In general, risks (including sustainability risks) are already taken into account in the investment valuation process (price indication) on the basis of the potential material impacts of risks on the investment fund's return. Nevertheless, depending on the asset and due to external factors, negative effects on the investment fund's return may materialise.

This Fund is not classified as a product promoting environmental or social characteristics within the meaning of the German Disclosure Regulation (Article 8), nor as a product that has sustainable investments as its aim (Article 9). The investments underlying this Fund do not take into account the EU criteria for environmentally sustainable economic activities.

Risks of negative Fund performance (market risk)

The risks that are associated with investments in individual assets by the Fund are shown below. These risks 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 trends, particularly on stock markets, can also be affected by irrational factors such as mood swings, opinions and rumours. Fluctuations in prices and market values may also be caused by changes in interest rates, exchange rates or issuer credit ratings.

Price change risk of equities

Experience shows that equities are subject to strong price fluctuations and thus also to the risk of price decreases. These price fluctuations are particularly affected by the profit performance of issuing companies and developments within the industry, as well as overall macroeconomic developments. Market confidence in the company concerned may also affect price development. This is particularly true of companies whose shares have only recently been admitted for trading on a stock exchange or other organised market, where even minor changes in forecasts can trigger dramatic price movements. If, for a particular share, the volume of freely tradable shares held by a large number of shareholders ("free float") is low, even smaller buy or sell orders of this share may have a substantial effect on the market price and lead to significant 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 current interest rate increases as against the interest at the time of issue, fixed-income securities will generally decrease in value. Conversely, if the market interest rate falls, the price of fixed-income securities will increase. These developments mean that the current yield of fixed-income securities roughly corresponds to the current interest rate. However, such fluctuations can vary significantly, depending on the (residual) maturity of fixed-rate transferable securities. Fixed-income securities with short maturities bear lower price risks than those with long maturities. On the other hand, fixed-rate transferable securities with shorter maturities generally have smaller yields than those with longer maturities. Money market instruments tend to involve lower price risks due to their short maturity of up to a maximum of 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 undergo different developments.

Risk of negative credit interest

The Company invests the Fund's liquid funds 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 development of the European Central Bank's interest-rate policy, short, medium and long-term bank deposits may have a negative interest rate.

Risk of changes in the price of convertible bonds and warrant bonds

Convertible bonds and warrant bonds securitise the right to exchange bonds for shares or to acquire shares. The performance of convertible bonds and warrant bonds therefore depends on the performance 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 warrant bond. Warrant bonds granting the issuer the right to pay the investor a pre-defined number of shares instead of repaying a nominal sum (reverse convertibles) are even more strongly dependent on the relevant share price.

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 or forward contracts or swaps, entail the following risks:

- The use of derivatives can result in losses that cannot be predicted and may even exceed the amounts used for the derivative transaction.
- Changes to the value of the underlying instruments can diminish the value of an option right or futures or forward contract. If the value is reduced to nil and the derivative becomes worthless, the Company may be forced to relinquish the acquired rights. The Fund could also suffer losses through changes in the value of an asset forming the basis of a swap.
- The leverage effect of options can result in a greater impact on the value of the Fund assets than would be the case with the direct use of underlying assets. The risk of loss may be impossible to determine at the time of concluding the transaction.

- There may not be a liquid secondary market for a particular instrument at any particular time. A position in derivatives may then, under certain circumstances, be impossible to close profitably.
- The purchase of options carries the risk that the option will not be exercised because the prices of base values do not progress as expected, so that the option premium paid by the Fund is forfeited. The sale of options carries the risk that the Fund is 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. The Fund then suffers a loss amounting to the difference in price minus the option premium.
- Futures and forward contracts are associated with the risk that the Company is obliged, for the account of the Fund, to bear the difference between the price at the time of concluding the transaction and the market price at the time of settlement or maturity. This would cause the Fund to suffer losses. The risk of loss is impossible to determine at the time of concluding the futures or forward contract.
- If it is necessary to conduct an offsetting transaction (close-out), this is associated with costs.
- Forecasts made by the Company regarding the future performance of underlying assets, interest rates, prices and currency markets may subsequently prove to be incorrect.
- It may not be possible for the assets underlying the derivatives to be bought or sold at an opportune time or it may be necessary for them to be bought or sold at an inopportune time.

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

- There may be no organised market, such that the Company cannot or can only with difficulty sell the financial instruments acquired on the OTC market for the account 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.

Risks related to receiving collateral

The Company receives collateral for derivative transactions. Derivatives may increase in value. In that case, the collateral provided may become insufficient to cover the Company's full delivery and return claims to 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 invested collateral could no longer be fully available, despite the Company's obligation to return it in the original amount on behalf of the Fund. In this case, the Fund will have to bear the losses sustained on the collateral.

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 debtor retains at least 5% of the securitisation volume as a deductible and meets other requirements. The Company is obliged therefore to take remedial action in the interests of the investors if Fund assets include securitisations that do not meet this EU standard. Under this remedial action, the Company may be compelled to dispose of these securitisation positions. As a result of the legal regulations for banks, fund companies and insurance companies, there is the

risk that the Company will not be able to sell the securitisation positions or will only be able to do so at significant price discounts or after a considerable delay. This may result in losses for the Fund.

Inflation risk

Inflation carries a risk of depreciation for all assets. This also applies to the 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 the Fund currency. The Fund will receive the income, repayments and proceeds from such investments in the relevant currency. If this currency decreases in value relative to the Fund's currency, the value of such investments will also fall, resulting in a drop in the value of the Fund's assets.

Concentration risk

If the investment is concentrated in certain assets or markets, the Fund is heavily dependent on the development of these assets or markets.

Risks in conjunction with the investment in investment units

The risks for investment funds whose units are acquired for the Fund ("target funds") are closely connected with the risks associated with the assets held in those target funds and/or the investment strategies pursued by the target funds. Since the managers of the individual target funds act independently of one another, the various target funds may pursue the same or opposing investment strategies. This may result in existing risks accumulating 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 on the current composition of the target funds. In case the allocation does not meet the Company's assessments or expectations, it might only be able to react with a considerable delay, i. e. by redeeming units of the target funds.

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

Risks resulting from the range of investments

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 the Fund's limited or increased liquidity in relation to multiple subscriptions or redemptions (liquidity risk)

The risks that may have a negative impact on the Fund's liquidity are shown below. This may lead to the Fund not being able to meet its payment obligations temporarily or permanently and to the Company not being able to meet the redemption requests of investors temporarily or permanently. Investors may not be able to hold their investment for the length of time envisaged and the invested capital or parts thereof may not be available to the investors for an indefinite period. The materialisation of liquidity risks may also cause a decrease in the value of the Fund's assets 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, to the extent legally permitted. If the Company is not in a position to meet investors' redemption requests, this could also lead to redemptions being restricted or suspended and, in extreme cases, to the subsequent liquidation of the Fund.

Risk associated with investing in assets

The Fund may also acquire assets that are neither admitted to a stock exchange nor admitted to or included in another organised market. In some situations it might be impossible to sell such assets except subject to considerable discounts or delays, if at all. In some cases, even the sale of assets admitted to a stock exchange may only be possible with sizeable discounts, or not at all, depending on market conditions, volumes, time frames and planned costs. 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, temporarily or permanently, these assets can only be sold at a loss.

Risk associated with borrowing

The Company may take out loans on behalf of the Fund. Variable-interest loans may have a negative impact on the Fund's assets in the event of rising interest rates. If the Company must pay back a loan and cannot meet this obligation through follow-up financing or using the liquidity available in the Fund, it may be compelled to dispose of assets prematurely or at less favourable conditions than envisaged.

Risks through numerous redemptions or subscriptions

Investors' buying and selling orders add liquidity to or remove liquidity 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. This net inflow or outflow may prompt the Fund manager to buy or sell assets which will result in transaction costs. This applies, in particular, if a quota for liquid assets stipulated for the Fund is exceeded or fallen below as a result of the in and outflows. The resulting transaction costs are charged to the Fund's assets and may affect the performance of the Fund. In the case of inflows, increased Fund liquidity may adversely affect the Fund's performance if the Company cannot invest the funds under adequate conditions.

Counterparty risk including credit risk and receivables risk

The risks that may affect the Fund as the result of a business relationship with another party ("counterparty") are outlined below. There is a risk that the counterparty may no longer be able to fulfil its agreed obligations. This may be detrimental to the performance of the Fund and thereby have an adverse effect on the unit value and the capital invested by the investor.

Default risk / counterparty risks (other than central counterparties)

The default of an issuer or a contracting partner (“counterparty”) before which 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 counterparty of a contract concluded on behalf of the Fund may default either wholly or partly (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 particular transactions, particularly those involving financial derivatives. In this case, it acts as the buyer in dealings with the seller and vice versa. A CCP hedges against the risk that its business partners will not be able to fulfil their contractual commitments through a range of protective mechanisms that enable it at all times to offset losses from transactions concluded (e.g. using collateral). Despite such protective mechanisms, it is still possible for a CCP to be overindebted and to default, which could also affect claims of the Company on behalf of the Fund. This could result in losses for the Fund.

Operational and other risks to the Fund

The risks that may occur in the Company or with external third parties as a result of human or system error are outlined below. These risks may have an impact on the performance of the Fund and therefore also have a negative effect on the unit value and the capital invested by the investor.

Risks associated with criminal activities, grievances or natural disasters

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

Country or transfer risk

There is the risk that, despite being able to pay, a foreign debtor may not be able to 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 on behalf of the Fund may fail to be made or may be made in a currency that is not (or 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 will be subject to the currency risk described above.

Legal and political risks

Investments may be made for the Fund in jurisdictions where German law does not apply, or where the competent court for disputes is outside Germany. The resulting rights and obligations of the Company on behalf of the Fund may be less advantageous to the Fund and/or investors than those in Germany. Political or legal developments, including changes to the legal framework in these jurisdictions, might be identified by the Company either too late or not at all, or result in restrictions on the admissible assets for acquisition, or on assets already acquired. Such situations may also be brought

about by changes in the legal framework relating to the Company and/or the management of the Fund prevalent in Germany.

Changes to the fiscal framework, tax risk

The tax information in this Sales Prospectus is based on the currently known legal position. The brief information on tax regulations is intended for persons subject to unlimited income or corporate tax in Germany. 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.

Key person risk

A very positive investment performance of the Fund during a particular period may also 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

A risk of loss that may result from insolvency, due diligence violations or the Custodian and force majeure is associated with assets being held in custody, especially abroad.

Risks associated with trading and clearing mechanisms (settlement risk)

Securities transactions carry the risk that one of the contracting parties may not act promptly, does not pay as agreed or does not deliver the transferable securities in good time. This settlement risk also exists when trading in other assets for the Fund.

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.**
- **Exchange rate changes of non-euro currencies against the euro.**
- **Changes in yields or price developments on the bond markets.**
- **Development of yield differentials between government bonds and corporate bonds (spread development).**
- **The Fund may temporarily concentrate its investments to a greater or lesser extent on certain sectors, countries or market segments. This may also give rise to 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 (<https://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 a short space of time.

10. Profile of the typical investor

The Fund is designed for investors who are able to assess the risks and the value of the investment. The investor must be prepared and able to deal with significant fluctuations in the value of the units, and potentially a considerable capital loss. The Fund is suitable for investors with a medium-term or long-term investment horizon. The Company's opinion should not be construed as investment advice; it is given to provide investors with an initial indication as to whether the Fund is in line with their investment experience, risk appetite and investment horizon.

11. Investment objective, investment principles and investment policy

Investment objective

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

Investment principles and investment policy

The Company may acquire the following assets for the Fund:

- Transferable securities pursuant to § 5 of the General Terms and Conditions of Investment,
- Money market instruments pursuant to § 6 of the General Terms and Conditions of Investment,
- Bank deposits pursuant to § 7 of the General Terms and Conditions of Investment,
- Investment units pursuant to § 8 of the General Terms and Conditions of Investment,
- Derivatives pursuant to § 9 of the General Terms and Conditions of Investment,
- Other investment instruments pursuant to § 10 of the General Terms and Conditions of Investment.

The investment policy described below is the one being pursued at the time of this Sales Prospectus being prepared. 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.

Athena UI combines a long-standing proven volatility-based hedging strategy with a passive stock market investment with the goal of generating returns that are largely market neutral to the S&P 500.

The options part of the strategy is designed to hedge the passive equity investment by using exchange-traded S&P 500 and EuroStoxx 50 index options, taking advantage of the volatility premium, and to generate positive returns, especially in volatile and fluctuating market phases. The passive equity allocation, in turn, is intended to compensate for the hedging costs of the options strategy in low-volatility and absolutely positive stock market phases. This is intended to create a largely market-neutral performance profile over the long term with increased potential to benefit during fluctuating stock markets.

Fund management reserves the right to act contrary to the investment strategy and within the investment conditions where circumstances dictate.

Due to the planned investment strategy, the turnover rate in the Fund may vary greatly; for this reason it may result in variable transaction costs being charged to the Fund over time.

The Fund currency is the euro.

No assurance can be given that the investment policy's objectives will be fulfilled. In particular, no guarantee can be given that the investor will receive back the full amount of the assets invested in the Fund (see also Section 7 "Risk information").

12. Investment instruments in detail

The Company may purchase the assets specified in the "Investment principles and investment policy" section within the investment limits shown in the "Investment limits for transferable securities and money market instruments, including the use of derivatives and bank deposits" as well as "Investment units" below. Details of these assets and the applicable investment limits are set out below.

Transferable securities

The Fund may consist entirely of transferable securities pursuant to Section 5 of the General Terms and Conditions of Investment.

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.

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

- Units in closed-end 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 which may be suffered by the Fund may not exceed the purchase price of the transferable security. There must not be any obligation to provide additional funding.
- A lack of liquidity of the transferable security acquired by the Fund must not lead to the Fund becoming unable to fulfil the statutory requirements for the redemption of units. This applies in consideration of the statutory option to restrict or suspend the redemption of units in specific cases (see the sections entitled "Issue and redemption of units" and "Restriction on the redemption of units or 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 have been 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 securitised 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 addressed 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 purchased 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

The Fund's assets may be fully 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 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 the country is 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 above;
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 equity capital amounting 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 more listed companies, is dedicated to the financing of the group; or
 - (c) an entity which issues money market instruments which are backed by liabilities through the use of a banking line of credit. 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 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 asset value of money market instruments or is based on market data or valuation models (including systems based on amortised acquisition costs). The criterion of liquidity is deemed to be fulfilled by money market instruments, if these have been admitted for trade on an organised market within the EEA or are included in such a market, or if these have been admitted for trade on an organised market outside the EEA or are included in such a market, provided that this choice of market has been approved by BaFin. However, this does not apply if the Company is aware of circumstances indicating that the money market instrument may not be sufficiently liquid.

For money market instruments which are not listed on a stock exchange or admitted to trading on a regulated market (see points 3-6 above), the issuer or issuer of those instruments must also be subject to regulations concerning deposit and investor protection. For instance, for these money market instruments there must be appropriate information available to enable 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,
- a German federal government fund,
- a German federal state,
- another EU Member State,
- another national body,
- the European Investment Bank,
- a third country or, in the case of a federal state, by one of the members thereof,
- a public international body to which one or more Member States belong,

then adequate information must be available about the issue or issue programme or about the legal and financial situation of the issuer prior to the issue of the money market instrument.

- 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 can be properly 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 the "OECD") that is also part of the Group of Ten (G10, group of leading industrialised countries).
 - As a minimum, the credit institution has a rating that is deemed "investment grade". "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 can be properly assessed.

Bank deposits

The Fund's assets may be invested entirely 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. The issuers of transferable securities and money market instruments must also be taken into account within the limits specified if the transferable securities and money market instruments issued by them are acquired indirectly through other transferable securities included in the Fund that are linked to their performance.

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

Investment limit for bonds with particular coverage

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 are invested so as to cover the liabilities of the bonds over their entire term and that they are primarily allocated to the payment of principal and interest in case of default of the bond issuer. If the Fund invests more than 5% of its value in such bonds from a single issuer, the total value of such bonds must not exceed 80% of the value of the Fund.

Investment limits for public issuers

The Company may invest up to 35% of the Fund's value in bonds, borrower's note loans and money market instruments that are issued by specific national and supranational public issuers. These public

issuers include the German federal government, German states, EU Member States and their local authorities, third countries, and supranational public bodies to which one or more Member States belong.

Combination of investment limits

The Company shall not invest more than 20% of the Fund's value in a combination of the following assets:

- transferable securities or money market instruments issued by a single body;
- deposits with such a body, i.e. bank balances;
- attributable amounts for the counterparty risk of transactions entered into with that body in derivatives.

The relevant individual upper limits remain unaffected by this.

Investment limits from the use of derivatives

The amounts of transferable securities and money market instruments of any individual issuer taken into account for the limits specified above may be reduced by the use of counter-market derivatives with transferable securities or money market instruments of this same issuer as their underlying asset. As a result, transferable securities or money market instruments of a single issuer may be purchased for the Fund in excess of said limits, provided the increased issuer risk is reduced by appropriate hedging transactions.

Other investment instruments and their investment limits

The Company may invest up to 10% of the Fund's value 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. In derogation to traded or admitted transferable securities, a reliable assessment must be available for these transferable securities in the form of an assessment undertaken at regular intervals, which is derived from information from the issuer or from an expert financial analysis. Appropriate information on the unauthorised or non-included security 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 may be acquired only if they are liquid and their value can be exactly determined at all times. Money market instruments are considered liquid if they can be sold within a sufficiently short time at 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 asset value of money market instruments or is based on market data or valuation models, such as systems that amortise costs. The criterion of liquidity is deemed to be fulfilled by money market instruments, if these have been admitted for trade on an organised market within the EEA or are included in such a market, or if these have been admitted for trade on an organised market outside the EEA or are included in such a market, provided that this choice of market has been approved by BaFin.

- Recently issued shares, provided that according to their terms of issue:
 - their admission to listing on a stock exchange in an EU Member State or other EEA signatory state, or their admission to or inclusion on an organised market of an EU Member State or other EEA signatory state, is to be applied for in accordance with their terms of issue, or
 - their admission to listing on a stock exchange or admission to or inclusion on an organised market outside the EU or signatory states of the EEA Agreement is to be applied for in accordance with their terms of issue, provided that this choice of stock exchange or organised market has been approved by BaFin,

provided that the admission or inclusion takes place within one year of issue.

- Borrower's note loans which can be assigned at least twice after being purchased for the Fund and have been granted by one of the following bodies:
 - a) the German federal government, a German federal government investment fund, a German federal state, the EU or an OECD member country;
 - b) another domestic authority or regional government or local authority of another EU Member State or other State party to the EEA Agreement, provided that the claim may be treated as equivalent to a claim against the central state on whose territory the regional government or authority resides, pursuant to the Regulation on prudential requirements for credit institutions and investment firms;
 - c) other bodies or public law institutions established in Germany or another EU Member State or State party to the EEA Agreement;
 - d) companies, which have issued transferable securities that are admitted for trade on an organised market within the EEA, or that are admitted for trade on another regulated market that fulfils the material requirements for regulated markets as defined in the Markets in Financial Instruments Directive, as amended; or
 - e) other debtors, provided that 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 value of the Fund in units of target funds, provided that they are open-end domestic and foreign investment funds.

The Company chooses the target funds to be acquired either based on those target funds' terms and conditions of investment or their investment focus, or their 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-end 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-end 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 statutory rules subjecting it to effective prudential supervision for the protection of investors, and there must be adequate provision for ensuring cooperation between the supervisory authorities.
- The level of protection provided to investors must be equivalent to that enjoyed by an investor in a domestic UCITS, in particular with regard to the separation of the management and custody of assets, lending and borrowing, as well as 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 investors to form an assessment of the assets and liabilities, as well as the income and operations, over 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 restrict or suspend the redemption of units within the legal framework. In this case, the Company may not return the units in the target fund to the Management Company or Custodian of a target fund against payment of the redemption price or may only return them to a limited extent (see also 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. This may at least temporarily increase the Fund's risk of loss.

A derivative is an instrument, the price of which depends on the price fluctuations or anticipated prices of other assets ("underlying asset"). The provisions below apply both to derivatives and to financial instruments with a derivative component (jointly referred to below as "derivatives").

The use of derivatives may not result in the Fund's market risk doubling ("market risk limit"). Market risk is the risk of loss resulting from fluctuations in the market value of assets held in the Fund due to changes in variable prices or rates in the market such as interest rates, exchange rates, equity prices and commodity prices or due to changes in the creditworthiness of an issuer. The Company must comply with the market risk limit at all times. It must determine the utilisation of the market risk limit on a daily basis in accordance with statutory requirements; these are derived from the regulation on risk management and risk measurement when using derivatives, securities lending transactions and repurchase agreements in connection with investment funds in accordance with the KAGB (hereinafter "Derivatives Regulation").

To determine the utilisation of the market risk limit, 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 equities (Large Caps – US) and volatilities (Large Caps – Euroland).

When using derivatives, the Fund's market risk amount must never be more than twice the market risk amount of the associated derivative-free benchmark assets.

An absolute limit may also be imposed on the market risk. If this is done, 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, there is no need to determine derivative-free benchmark assets.

The market risk of the Fund and, if applicable, of the derivative-free benchmark assets is determined with the aid of a suitable proprietary risk model (value-at-risk method). The Company uses historical simulation as the modelling method. The Company records the market price risks from all transactions. Using the risk model, it quantifies the change in value of the assets held in the Fund over time. The value-at-risk method indicates a limit expressed in monetary units for potential losses of a portfolio between two specified points in time. This change in value is determined by fortuitous events, i.e. future market price developments, and therefore cannot be predicted with certainty. The market risk to be determined can only be estimated with a sufficiently high probability in each case.

Provided that it has an appropriate risk management system, the Company may invest in any derivatives for the account of the Fund. 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, provide an adequate benchmark for the market to which they refer and are published in an appropriate manner.

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, requiring them to buy or sell a specific quantity of a certain underlying asset at an agreed price on 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 that the Fund may acquire and that may serve as underlying instruments for derivatives in accordance with the Terms and Conditions of Investment.

Option transactions

Option transactions grant a third party the right against payment (option premium) to request delivery or purchase of assets or the payment of a differential amount or to also acquire the 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 within the scope of the investment principles.

Swaps

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

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 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 may invest in total return swaps on behalf of the Fund. Total return swaps are derivatives in which all income and fluctuations in value of an underlying asset are exchanged for an agreed fixed interest payment. One contracting party, the collateral buyer, transfers the entire credit and market risk from the underlying asset to the other contracting party, 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 buy the financial instruments described above if they have been securitised. However, transactions with underlying financial instruments may be only partially included in securities (e.g. warrant bonds). The statements concerning risks and opportunities apply to such securitised financial instruments accordingly, provided the risk of loss of such 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 derivatives transactions neither admitted for trading on a stock exchange nor included in another organised market only with suitable credit institutions or financial services providers within standardised framework agreements. In the case of OTC traded derivatives, the counterparty risk associated with a counterparty must not exceed 5% of the Fund's value. If the contracting party is a credit institution with its registered office in an EU Member State, another state that is party to the Agreement on the EEA or a third country with a comparable level of supervision, the counterparty risk may be up to 10% of the value of the Fund. Derivatives traded over the counter, which are concluded with a central clearing house of a stock exchange or another organised market as party to the contract, shall not be considered in the counterparty limits, provided the derivatives are subject to daily valuation at market prices with 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.

Collateral strategy

The Company accepts collateral for the account of the Fund within the scope of derivative transactions. The collateral serves to wholly or partly eliminate the risk of the counterparty defaulting in these transactions.

Permitted types of collateral

The Company accepts the following assets as collateral for derivative transactions:

- Bank deposits
- Transferable securities
- Money market instruments

Scope of collateral provided

Derivative transactions must be sufficiently collateralised to ensure that the attributable amount of the relevant counterparty's default risk does not exceed 5% of the Fund's value. If the counterparty is a credit institution which has its registered office in an EU Member State or in another State that is 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)

The Company pursues a haircut strategy to apply certain valuation discounts to the assets accepted as collateral. It includes all assets that are eligible as collateral.

Investment of cash collateral

Cash collateral in the form of bank deposits may be held in blocked accounts with the Fund's Custodian or, with its consent, with another credit institution. It may only be reinvested in high-quality government bonds or in money market funds with short maturity structures.

Custody of securities as collateral

The Company may receive securities as collateral on behalf of the Fund as part of derivative transactions. If these securities have been transferred as collateral, they must be held in custody by the Custodian. The securities may not be reused.

Borrowing

Taking out short-term loans for the joint account of investors is permitted for up to 10% of the Fund's value, provided that 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 investment rate of the Fund. Such methods include borrowing and the acquisition of derivatives with embedded leveraged financing. The Company may use such methods for the Fund to the extent described in this Sales Prospectus. The rules on using derivatives are described in the section entitled "Investment instruments in detail – Derivatives". 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 always be less than 4.

Leverage is calculated by dividing the Fund's total exposure by its net asset value. To calculate the total exposure, the net asset value of the Fund is added up to all nominal amounts of the derivative transactions used in the Fund. 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 various purposes, such as hedging or optimising returns. However, the calculation of the total exposure does not distinguish between the different objectives of the use of derivatives. For this reason, the total nominal values do not indicate the potential risks involved for the Fund.

Exception: Investments made in the discontinuation of the Asset Management Company

If the Asset Management Company is no longer available to manage the Fund's portfolio (see rights of termination and their impacts under Section 6 "Asset Management 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, provided this is permitted by the terms and conditions of investment.

13. Valuation

General rules for the valuation of assets

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

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

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

Assets that are neither admitted to trading on stock exchanges nor admitted to or included in another organised market or for which no tradable price is available, are valued at the current market value that is 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” below specify otherwise.

Specific rules for the valuation of individual assets

Non-listed debt obligations and loan notes

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.

Option rights and futures contracts

Option rights of the Fund and the liabilities resulting from option rights granted to a third party, which are admitted to trading on a stock exchange or admitted to trading or included in another organised market, are valued at their last available trading price that provides a reliable valuation.

This also applies to claims and liabilities from futures contracts sold on behalf of the Fund. Margins charged to the Fund are 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 and units in investment funds

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

Fixed-term deposits are valued at the market value if the fixed-term deposit are callable at any time and that their repayment on termination is not at the nominal amount plus interest.

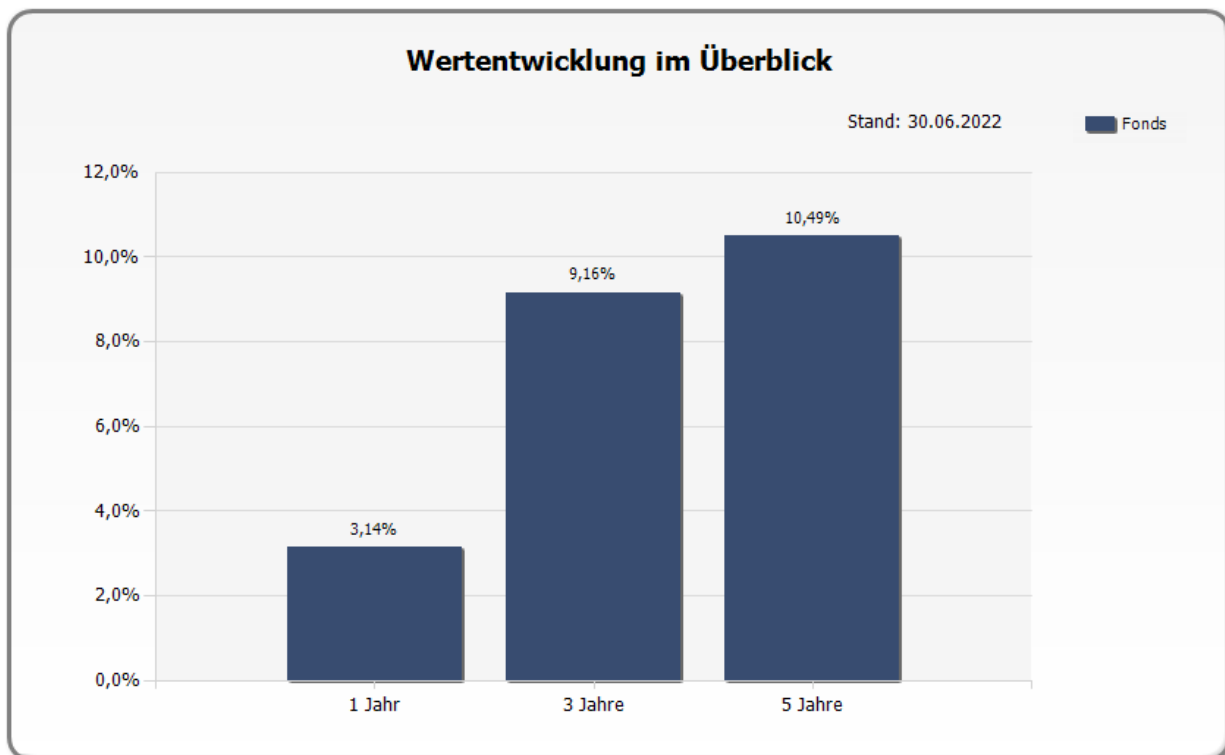
Units in investment funds (target funds) are generally valued at their latest redemption price or at their latest available trading price that allows a reliable valuation. If these values are not available, the investment fund units are valued at the current market price deemed appropriate in line with careful estimates based on suitable valuation models giving consideration to current market conditions.

Assets denominated in a foreign currency

Assets denominated in foreign currency are translated into euro at the exchange rate determined on the basis of The WM Company fixing at 17:00 (CET) the same day.

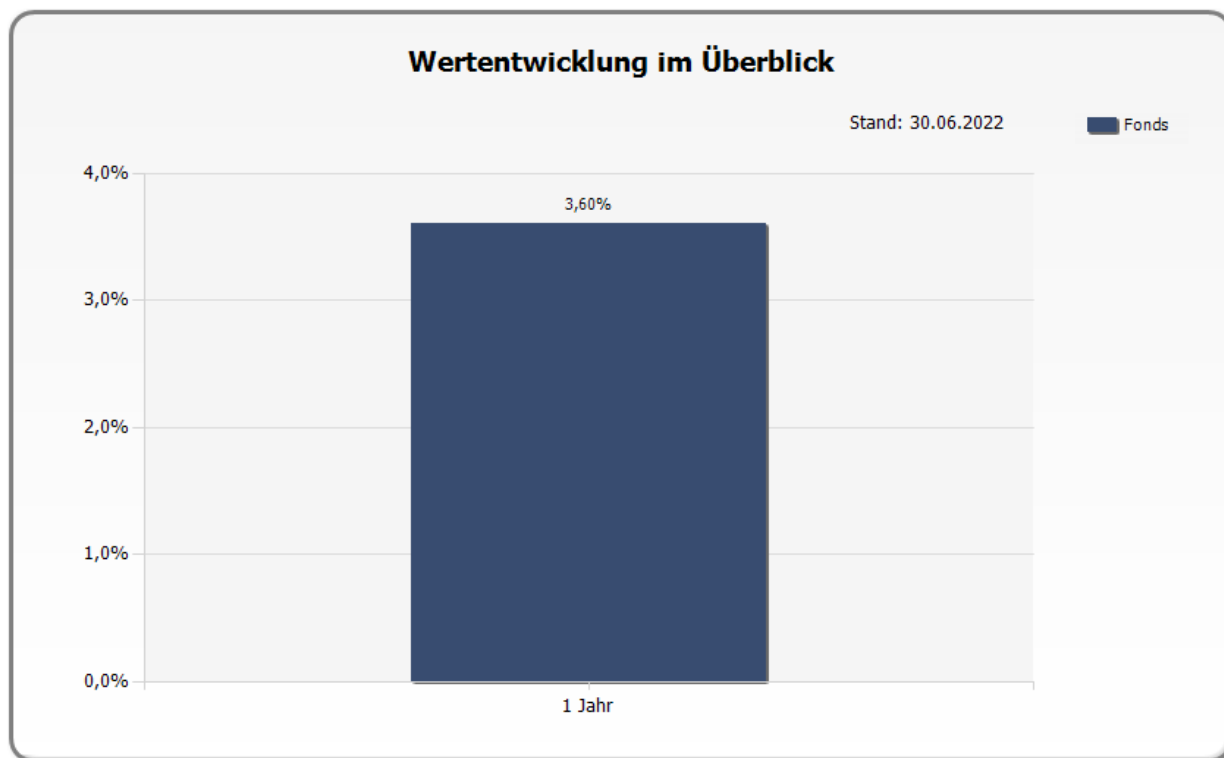
14. Performance

Unit class I



Performance using the BVI method (excluding issuing surcharges). Past performance is no guarantee of similar results in the future. These are not possible to predict. 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 V



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

A fund's past performance is no indicator of its future performance.

15. Sub-investment funds

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

16. Units

The rights of the investors are securitised in unit certificates or issued as electronic unit certificates. Securitised unit certificates are securitised exclusively in global certificates. 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. The unit certificates are made out to the bearer.

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. They are issued by the Custodian at the issue price, which corresponds to the net asset value per unit ("unit value"), plus an issuing surcharge. Units may also be acquired via third parties, which may incur additional costs. The Company reserves the right to temporarily suspend or permanently discontinue the issue of units.

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

Redemption of units

Investors may request the redemption of their units on each valuation day, provided that the Company has not restricted (see "Redemption restriction" section below) or temporarily suspended such (see "Redemption suspension" section below). 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 (e.g. the custodian institution), which may involve additional costs.

Restriction on the redemption of units

The Company may restrict the redemption of units for up to 15 consecutive business days if investors' redemption requests reach at least 10% of the net asset value on a settlement date (threshold). If the threshold is reached or exceeded, the Company will decide at its reasonable discretion whether to limit redemptions on that settlement date. If it decides to restrict redemptions, it may continue to do so for up to 14 consecutive working days on a daily discretionary basis. The decision to limit redemptions may be taken if the redemption requests can no longer be executed in the interest of all investors due to the liquidity situation of the Fund. This may be the case, for example, if the liquidity of the Fund's assets deteriorates as a result of political, economic or other events on the markets and is therefore no longer sufficient to meet redemption requests in full on the settlement date. In this case, limiting redemptions is to be regarded as a less severe means than suspending them completely.

If the Company has decided to limit redemptions, it will only redeem units on a pro rata basis at the redemption price applicable on the settlement date. Furthermore, the redemption obligation does not apply. This means that each redemption order will only be executed on a pro rata basis based on a quota to be determined by the Company. The Company determines the quota in the interest of the investors on the basis of the available liquidity and the total order volume for the settlement date concerned. The amount of liquidity available largely depends on the current market environment. The quota determines the percentage share at which the redemption requests are paid out on the settlement date. The unexecuted portion of the order (residual order) will also not be executed by the Company subsequently, but will expire (pro rata approach with expiry of the residual order).

The Company decides on each trading day whether and on the basis of which quota it will limit redemptions. The Company may restrict redemptions for a maximum of 15 consecutive business days. The possibility to suspend the redemptions remains unaffected.

The Company shall publish information on the restriction on the redemption of units, and the lifting thereof, on its website immediately.

The redemption price corresponds to the unit value determined on this day – less a redemption discount, if applicable. The redemption may also be carried out via third parties (e.g. the custodian institution), which may involve additional costs for the investor.

Settlement of unit issue and redemption

The Company complies with the principle of equal treatment of investors by ensuring that no investor can gain advantages by buying or selling units at unit values that are already known. A daily order acceptance deadline has therefore been set. The settlement of issue and redemption orders received by the custodian or the Company by the order acceptance deadline is carried out at the latest on the valuation day following receipt of the order (= settlement date) at the 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. It is subject to change at any time.

In addition, third parties – e.g. the custodian bank – may act as intermediaries for the issue or redemption of units. This may result in longer settlement periods. The Company has no influence on the different settlement procedures of custodian banks.

Suspension of unit redemption

The Company may temporarily suspend the redemption of units in the event of extraordinary circumstances which appear to require such suspension in the interests of the investors. Such extraordinary circumstances could include instances in which a stock exchange, on which a significant part of the Fund's transferable securities are traded, is closed unexpectedly, or circumstances in which assets cannot be disposed of or the Fund's assets cannot be valued. 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.

The Company reserves the right to redeem or exchange units at the redemption price that is valid at the time only after promptly disposing of assets held by the Fund, provided that the interests of all investors are safeguarded. A temporary suspension may be followed directly by a liquidation of the investment fund without the redemption of units being resumed (see the "Liquidation, transfer and merger of the Fund" section).

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>). Investors will also be informed by the agent maintaining their securities account via a durable medium, i.e. in hard copy or in electronic 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

It is not possible to exchange units between the individual unit classes. Should the Company liquidate a unit class, it is not obliged to offer investors units in another unit class (details concerning the liquidation of a unit class can be found under in the section entitled "Liquidation, transfer and merger of the Fund").

Liquidity management

The Company has established written policies and procedures for the Fund that enable it to monitor the Fund's liquidity risks and to ensure that the liquidity profile of the Fund's investments covers the underlying liabilities of the Fund.

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 Asset Management Company at the time of this Sales Prospectus going to print, be almost fully liquidated within a week.
- The Company shall, in the manner described below, monitor the 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 spreads 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 appropriate escalation processes in place to manage current 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 considers 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 restriction or suspension of redemption are set out under "Issue and redemption of units" and "Restriction of unit redemption" or "Suspension of unit redemption" in the "Units" section. The risks involved are explained in the "Risk information" section, subsections "Fund investment risks" ("Restriction of unit redemption" or "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 (official) trading on stock exchanges. However, it cannot be ruled out that the units may be traded on stock exchanges or other markets without the consent of the Company.

The market price forming the basis for stock market dealings or trading on other markets is not determined exclusively by the value of the assets kept in the fund but also by supply and demand. That market price can therefore differ from the unit price.

Fair treatment of investors and unit classes

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

The unit classes differ in terms of the use of income, the issuing surcharge, the currency of the unit value including use of currency hedging transactions, the management fee, the custodian fee, the fee for the investment consultancy or asset management companies, the performance fee, the Distributor, 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 ways in which the unit classes of the Fund may differ, see 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".

An overview of the unit classes and their individual 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.

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.

The value of the Fund units will be calculated 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, 26 December 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)(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 price

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 setting the issue price, an issuing surcharge is added to the unit value. The issuing surcharge equals 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 gains, particularly in the case of short-term investments. It is essentially payment for distributing the Fund's units. The Company can pass the issue surcharge on in consideration for distribution charges to any intermediaries.

The current issuing surcharge for the individual unit classes is detailed in Part C "Overview of the unit classes".

Redemption fee

No redemption fee is charged.

Publication of 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>).

17. Costs

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. If units are sold via third parties, costs higher than the issuing price may also be charged.

Management fees and other costs

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

In return for managing the Fund, the Company receives a fee (payable quarterly) of up to 0.30% p.a. of the average net asset value of the Fund during the accounting period, 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.

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 an investment advisory or asset management company when implementing its investment strategy. In this case, the investment advisory or asset management company receives a fee (payable quarterly) amounting to up to a quarter of 1.90% p.a. of the average net asset value of the UCITS investment fund during the accounting period, which is calculated by taking the values on each valuation date. The investment advisor or asset management company may charge a reduced fee, or not charge one at all, for the UCITS investment fund or for 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.

In return for performing its duties, the Custodian receives a fee (payable quarterly) amounting to up to a quarter of 0.10% p.a. (at least EUR 5,400 p.a.) of the Fund's average net asset value during the accounting period, 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.

The total amount taken out of the UCITS investment fund per year in the form of fees, pursuant to the paragraphs above, can be up to 2.30% p.a. of the UCITS investment fund's average net asset value during the accounting period, which is calculated by taking the values on each valuation date.

In addition, for each unit issued the Company may receive a performance fee of up to 20% of the amount by which the unit value at the end of an accounting period exceeds the maximum unit value at the end of the five preceding accounting periods ("high-water mark"), subject to an overall maximum of 3% of the average net asset value of the UCITS investment fund during the accounting period as calculated from the values at the end of each valuation date. If unit classes are created, sentence 1 applies accordingly to each unit class. If there are fewer than five preceding accounting periods for the UCITS investment fund or the unit class in question, all the preceding accounting periods are taken into account when calculating the fee entitlement. In the first accounting period following the launch of the UCITS investment fund, the high-water mark will be replaced by the unit value at the beginning of the first accounting period.

The accounting period begins on 1 July and ends on 30 June of each calendar year. The first accounting period commences with the launch of the UCITS investment fund or the individual unit class and – if the launch does not occur by 1 July – only on the second 30 June following the launch.

The unit value performance must be calculated using the BVI method².

Based on the outcome of a daily calculation, any calculated performance fee incurred is set aside within the UCITS investment fund per unit issued, or any provision that has already been posted is reversed accordingly. Dissolved provisions are allocated to the UCITS investment fund. A performance fee may be paid out only if appropriate provisions have been made.

The Company may charge a reduced performance fee, or not charge one at all, for the UCITS investment fund or for one or more unit classes. The Company specifies the performance fee charged for each unit class in the Sales Prospectus and in the annual and semi-annual report.

² An explanation of the BVI method is published on the website of BVI Bundesverband Investment und Asset Management e.V. (www.bvi.de).

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

In addition to the fees due to the Company, the Custodian and the advisory or asset management company, the following expenses shall 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, Key Investor Information Document);
- 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 its auditor;
- 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 to the Fund;
- costs of legal and tax advice in connection with the Fund;
- 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 statutory auditor's remuneration for auditing the fund consists of a basic fee and other surcharges, which depend in particular on the number of segments and unit classes of the Fund and its fund volume; the maximum amount of this fee is EUR 20,000 plus VAT. The actual costs may be lower or higher. The amount specified is therefore an estimate.
- 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 receive a fee of up to 5% of the sums obtained for the Fund in this respect. Different conditions may apply or be agreed upon for active participation in a class action as a leading plaintiff, for private suits, or for other court or administrative proceedings. In these cases, the appointed law firm may receive up to 30% of the sums that are recovered.
- BaFin may charge fees or costs (which are 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).
- 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.
- The amount of the costs incurred in the context of the acquisition and disposal of assets depends on the number of transactions actually conducted. The Company assumes a maximum amount of 2% of the average volume of the Fund for the period of one financial year of the Fund. 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 size of the Fund, the portfolio composition and the number of investors in the Fund, no maximum amount for these expenses is established or estimated in advance.

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 investment advisory 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 mediation involved.

The Company, Custodian and investment advisor or asset management company may, at their discretion, make arrangements with individual investors regarding the partial repayment to these investors of fees received. 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. For further information, please refer to the relevant 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 below).

Investors should also bear in mind that the Fund may be charged issuing surcharges or redemption fees on the purchase of other investment units, which will be charged to the Fund. In addition to these costs, the fees, costs, taxes, commissions and other expenses incurred by the respective target fund in relation to investment units in which the Fund invests are to be borne indirectly by the Fund's investors. The Fund may also invest in investment units that have 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 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 surcharges or redemption fees for the purchase 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 unitholding will be published.

Total expense ratio

Management 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 fee and expenses which may be additionally charged to the Fund (see above). Incidental costs and costs arising from the purchase and sale of assets (transaction costs) are excluded. The total expense ratio is published in the KIID as "current costs".

Differing cost reporting by distributors

If a third party advises the investor on the purchase of units or arranges the purchase, this third party may disclose costs or expense ratios that do not correspond with the cost information in this Sales Prospectus and in the KIID and that may exceed the total expense ratio described here. In particular, this may occur if the third party adds costs for its own services (such as brokering, consulting or securities account management). In addition, the third party may add, as applicable, one-off costs for issuing surcharges and will usually use different calculation methods or different estimates for costs applicable at fund level, which in particular include the Fund's transaction costs.

Deviations may occur in the identification of costs both in information before contract closure and in regular cost information on the existing fund investment as part of a long-term customer relationship.

18. Remuneration policy

The Company is subject to the prudential requirements that are 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 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 non-forfeitable 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 remuneration and benefits to certain employee groups as well as the details of the persons responsible for the allocation including the members of the remunerations committee. A hard copy of the information will be made available by the Company on request.

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. Other income may result from the disposal of assets held for the account of the Fund.

Income equalisation procedure

The Company applies an "income equalisation procedure" for the Fund. This means that pro rata returns incurred during the financial year, which the buyer of units must pay via the issue price and which the seller of units receives via the redemption price, are continuously offset. The expenses incurred are included when income equalisation is calculated.

The income equalisation procedure is applied to balance fluctuations in the relationship between returns and other assets which have arisen due to net inflows or outflows following the sale or the redemption of units. Otherwise, every net inflow of liquid assets would reduce the return portion of the asset value of the Fund while every outflow would increase it.

The result of the income equalisation procedure is that, in the case of accumulating unit classes, the income per unit reported in the annual report is not affected by the number of units in circulation and, in the case of distributing unit classes, the distribution amount per unit is not affected by the

unpredictable performance of the Fund or the number of units in circulation. It is thus accepted that investors who, for example, acquire units shortly before the distribution date will get back the part of the issue price relating 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 which have accrued to the Fund from investment units during the financial year and which have not been used to cover costs – provided that they are attributable to these unit classes – and it shall do so within four months after the financial year end, taking the relevant income equalisation into account. Realised capital gains – taking the relevant income equalisation into account – may also be distributed on a pro rata basis.

Interim distributions are permissible.

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

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

Information concerning the appropriation 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 April and ends on 31 March of the following 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 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 agent maintaining their securities account via a durable medium, i.e. a hard copy or in electronic form. On the date when the termination takes effect, the right of the Company to manage the Fund shall expire.

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 capital management company.

Procedure for liquidation of the Fund

With the transfer of the right of disposal over the Fund to the Custodian, the issue and redemption of units will cease and the Fund will be liquidated.

The proceeds from the sale of the Fund's assets, less any costs that are still to be borne by the Fund and the costs resulting from the liquidation procedure, shall be distributed to investors, who shall be entitled to receive payment of the liquidation proceeds in proportion to their number of units held in the Fund.

The Company shall issue a liquidation report on the day on which its right of management expires, which shall comply with the requirements applicable to the annual report. The liquidation report shall be published in the German Federal Gazette no later than three months after the relevant date of liquidation of the Investment Fund. Whilst the custodian is winding up the Fund, it shall issue reports annually, as well as on the day on which the winding up process is completed, which shall comply with the requirements applicable to the annual report. These reports shall likewise be published in the German Federal Gazette no later than three months after the relevant date.

Transfer of the Fund

The Company may transfer the right to manage and dispose of the Fund to another management company. The transfer is subject to prior approval by BaFin. The approved transfer will be published in the Bundesanzeiger (Federal Gazette) and also in the Fund's annual report or semi-annual report and in the electronic information media specified in this Sales Prospectus. 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

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 to exchange their units for those in another open-end public investment fund that is also managed by the Company or a company in the same group and which has a similar investment policy to the Fund.

Prior to the planned transfer date, the Company must inform the investors in the Fund of the reasons for the merger, the potential effects for the investors, their rights in relation to the merger and key

procedural aspects via a durable medium such as in hard copy or electronic form. Investors shall also receive the KIID for the investment fund to which the Fund's assets will be transferred. Investors must receive the above information at least 30 days before the deadline for redemption or conversion of their units.

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 statutory 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 absorbing investment fund which corresponds to the value of their units in the Fund.

Investors who do not exercise their right of redemption or conversion will become investors of the absorbing investment fund with effect from the date of transfer. Where appropriate, the Company may also agree with the management company of the absorbing investment fund that the investors of the Fund will receive payment in cash for up to 10% of the value of their units. 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 give notice in the German Federal Gazette and in the electronic information media specified in this Sales Prospectus if the Fund has been merged with another investment fund also managed by the Company and the merger has taken effect. 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 taken effect.

21. Summary of tax regulations

Statements concerning tax regulations apply only to investors who are subject to unlimited tax liability in Germany. Investors with unlimited tax liability are hereinafter also referred to as "residents for tax purposes". We recommend that foreign investors consult their tax advisors prior to acquiring units in the Fund which is described in the Sales Prospectus in order to discuss any possible tax implications in their country of residence arising from the acquisition of units. Foreign investors are investors who do not have unlimited tax liability. They are hereinafter referred to as "non-residents for tax purposes".

As a special-purpose fund, the Fund is generally exempt from corporation and trade tax. However, it is partially liable to corporation tax with its domestic investment income and other domestic income in accordance with the limited income tax liability, with the exception of gains from the sale of shares in corporations. The tax rate is 15%. If the taxable income is paid as part of the capital gains tax deduction, the 15% tax rate already comprises the solidarity surcharge.

However, investment income is subject to income tax for private investors as income from capital assets if, together with other investment income, it exceeds the currently applicable savings allowance³.

Income from capital assets is generally subject to a tax deduction of 25% (plus the solidarity surcharge and, as applicable, church tax). Income from capital assets also includes income from investment funds (investment income), i.e. the Fund's distributions, advance lump sums and gains from the sale of units.

³ Since 2009, the savings allowance has been EUR 801 for individual assessment, and EUR 1,602 for joint assessment.

Under certain circumstances, investors may receive a flat-rate share of these investment returns on a tax-free basis ("partial exemption").

For private investors the tax deduction acts in principle as a final payment (flat-rate withholding tax), meaning that, as a rule, income from capital assets does 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 resulting from the direct investment.

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 business assets, the income is considered taxable as operating income.

Units held as personal assets (residents for tax purposes)

Distributions

Distributions of the Fund are generally taxable.

The taxable distributions are generally subject to the tax deduction of 25% (plus the solidarity surcharge and church tax if applicable).

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 elements does not exceed the⁴ currently applicable saver's flat-rate annual allowance.

The same applies when providing a declaration for persons who are not expected to be subject to income tax (non-assessment certificate).

If a domestic investor keeps units 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.

Advance lump sums

The advance lump sum is the amount which the distributions of the Fund exceed the basic income for this calendar year by within a calendar year. The basic income is calculated by multiplying the

⁴ Since 2009, the saver's flat-rate annual allowance has been EUR 801 for single persons or for spouses assessed separately and EUR 1,602 for spouses assessed jointly.

redemption price of the unit at the beginning of a calendar year by 70% of the base interest rate, which is derived from the potential long-term return from public bonds. The basic income is limited to the surplus arising between the first and last redemption price fixed in the calendar year plus the distributions within the calendar year. The advance lump sum is reduced by one twelfth for each full month that precedes the month of the acquisition in the year the units are acquired. The advance lump sum is deemed to have been accrued on the first working day of the following calendar year.

Advance lump sums are generally taxable.

The taxable advance lump sums are generally subject to the tax deduction of 25% (plus the solidarity surcharge and church tax, where applicable).

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 elements does not exceed the⁵ currently applicable saver's flat-rate annual allowance.

The same applies when providing a declaration for persons who are not expected to be subject to income tax (non-assessment certificate).

If a German investor keeps units in a domestic securities account, the institution maintaining the securities account, as the paying agent, will not deduct tax if, before the time of accrual, 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. No tax is levied in this case. Otherwise, the investor must provide the domestic institution maintaining the securities account with the amount of the tax to be paid. For this purpose, the institution maintaining the securities account may recover the amount of the tax to be paid from an account held by it and which is in the name of the investor without the investor's consent. Unless otherwise stipulated by the investor before the advance lump-sum amount accrues, the institution maintaining the securities account may also withdraw the amount of the tax to be paid from one of the accounts in the name of the investor unless an overdraft agreed with the investor for such an account has been used. If the investor does not fulfil their obligation to provide the amount of tax to be paid to the domestic institution maintaining the securities account, this institution must notify the competent tax office to that effect. The investor must specify the advance lump sum in this case in its income tax return.

Capital gains at investor level

If units are sold in the Fund, the capital gain will be subject to the 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 taking into account any partial exemptions. 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 at a loss by a private investor, the loss – reduced as applicable on the basis of a partial exemption – 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 held with the same institution which maintains the securities account in the same calendar year, said institution will offset the losses.

⁵ Since 2009, the savings allowance has been EUR 801 for individual assessment and EUR 1,602 for joint assessment.

When calculating the capital gain, the profit must be reduced by the advance lump sums employed during the ownership period.

Units held as business assets (residents for tax purposes)

Refund of the Fund's corporation tax

Corporation tax which has been incurred at Fund level may be reimbursed to the Fund for transfer to an investor if the investor concerned is a domestic corporation or an association of individuals or a pool of assets that is solely and directly used for charitable, benevolent or religious purposes according to the Articles of Association, the foundation deed or other constitution and according to its actual form of management, or if the investor is a foundation under public law that is used solely and directly for charitable or benevolent purposes, or if it is a legal person under public law which is solely and directly used for religious purposes; this does not apply if the units are held in a commercial business. The same applies to comparable foreign investors with a head office and company management in a foreign country which provides administrative and recovery assistance.

The prerequisite for this is that such an investor submits a corresponding application and that the corporation tax which has accrued is attributable pro rata to their holding period. Furthermore, the investor must have been the legal and beneficial owner of the units for at least three months before the inflow of the Fund's income subject to corporation tax, without there being an obligation to transfer the units to another person. In terms of the corporation tax incurred by the Fund on German dividends and income from German equity-equivalent profit participation rights, the refund also essentially requires German shares and German equity-equivalent profit participation rights to have been held by the Fund as a beneficial owner continuously for a period of 45 days within the 45 days before and after the due date of the capital gains, and for there to have continuously been minimum value change risks of 70% during those 45 days (i.e. "45-day rule").

Proof of the tax exemption and proof of the investment unit inventory issued by the institution maintaining the securities account must be enclosed with the application. The proof of the investment unit inventory is an official certificate of the scope of units held by the investor throughout the calendar year and the date and scope of the purchase and sale of units during the calendar year.

Corporation tax which has been incurred at fund level may likewise be reimbursed to the Fund for transfer to an investor, provided that the units in the Fund are held on the basis of retirement or basic pension plans certified under the Altersvorsorgeverträge-Zertifizierungsgesetz (Pension Policies Certification Act). This presupposes that the provider of a retirement or pension plan advises the Fund within one month after its financial year-end of the dates on which units were acquired or sold, and the respective amounts involved. The aforementioned 45-day rule must also be taken into account.

The Fund or Company is not obliged to have the relevant corporation tax reimbursed to it for onward transfer to the investor.

It would be wise to get advice from a tax advisor due to the significant complexity of the regulation.

Distributions

Distributions of the Fund are generally subject to income tax, corporation tax and trade tax.

The distributions are generally subject to the tax deduction of 25% (plus the solidarity surcharge).

Advance lump sums

The advance lump sum is the amount which the distributions of the Fund exceed the basic income for this calendar year by within a calendar year. The basic income is calculated by multiplying the redemption price of the unit at the beginning of a calendar year by 70% of the base interest rate, which is derived from the potential long-term return from public bonds. The basic income is limited to the surplus arising between the first and last redemption price fixed in the calendar year plus the distributions within the calendar year. The advance lump sum is reduced by one twelfth for each full month that precedes the month of the acquisition in the year the units are acquired. The advance lump sum is deemed to have been accrued on the first working day of the following calendar year.

Advance lump sums are generally subject to income, corporation and trade tax.

The advance lump sums are generally subject to the tax deduction of 25% (plus the solidarity surcharge).

Capital gains at investor level

Profits from the sale of units are generally subject to income or corporation tax and trade tax. When calculating the capital gain, the profit must be reduced by the advance lump sums employed during the ownership period.

The profit from the deemed disposal must be determined separately for units that are attributable to the business assets of an investor.

The profits from the sale of units are generally not subject to a capital gains tax deduction.

Negative taxable income

It is not possible to attribute the Fund's negative taxable income to the investor.

Settlement taxation

During the liquidation of the Fund, distributions of a calendar year shall be deemed to be a tax-free repayment of capital to the extent that the last redemption price fixed in that calendar year is lower than the amortised cost.

Summary overview for the taxation of common corporate investor groups

	Distributions	Advance lump sums	Capital gains
Domestic investors			
Sole trader	<u>Capital gains tax:</u> 25% (the partial exemption of 30% for equity funds or 15% for balanced funds is taken into account)		<u>Capital gains tax:</u> Not applicable
	<u>Material taxation:</u> Income tax and trade tax, taking partial exemptions into account where applicable (equity fund 60% for income tax / 30% for trade tax; mixed fund 30% for income tax / 15% for trade tax)		
Regulatory taxed corporations (typically industrial companies; banks if units are not held in the trading portfolio; property insurer)	<u>Capital gains tax:</u> Not applicable for banks, otherwise 25% (the partial exemption of 30% for equity funds or 15% for balanced funds is taken into account)		<u>Capital gains tax:</u> Not applicable
	<u>Material taxation:</u> Corporation tax and trade tax taking into account any partial exemptions (equity funds 80% for corporation tax / 40% for trade tax; mixed funds 40% for corporation tax / 20% for trade tax)		
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, provided that a provision for contribution refunds is not established in terms of the commercial balance sheet that must also be recognised for tax purposes taking into account partial exemptions (equity funds 30% for corporation tax / 15% for trade tax; mixed funds 15% for corporation tax / 7.5% for trade tax)		
Banks which hold fund units in the trading portfolio	<u>Capital gains tax:</u> Not applicable		
	<u>Material taxation:</u> Corporation tax and trade tax taking into account any partial exemptions (equity funds 30% for corporation tax / 15% for trade tax; mixed funds 15% for corporation tax / 7.5% for trade tax)		
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 – in addition, subject to certain requirements, the corporation tax incurred at fund level can be reimbursed upon request		
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		

A domestic form of custody is assumed here. A solidarity surcharge will be levied against the capital gains tax, income tax and corporation tax as an additional levy. It may be necessary to submit 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 Fund units in a securities account with a domestic institution that maintains securities accounts, no withholding tax will be deducted from distributions, advance lump sums and profits from the sale of units if they provide proof of their 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 Code⁶ [Abgabenordnung — AO]. The competent tax authority is responsible for the institution maintaining the securities account.

Solidarity surcharge

A solidarity surcharge of 5.5% shall be levied on the tax deduction that is to be paid on distributions, advance lump sums and profits from the sale of units.

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 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. This withholding tax may not be used to reduce taxes for the investors.

Implications of the merger of investment funds

The merger of a German investment fund with another German investment fund subject to the same partial exemption rate does not result in the disclosure of hidden reserves either at investor level or at the level of the investment funds concerned; in other words, this process is tax-neutral. If the investors in the absorbed investment fund receive a cash payment as stipulated in the merger plan,⁷ this shall be treated in the same manner as a distribution.

Where the applicable partial exemption rate of the transferring investment fund differs from that of the absorbing investment fund, the investment unit of the transferring investment fund is deemed to be sold and the investment unit of the absorbing investment fund is deemed to be acquired. The profit arising from the fictitious sale is deemed to have accrued only when the investment unit in the absorbing investment fund is actually sold.

Automatic exchange of information on tax matters

The importance of the automatic exchange of information in relation to combating cross-border tax fraud and cross-border tax evasion has increased significantly at international level over the last few years. Accordingly, the OECD has, among other things, published a global standard for the automatic exchange of information relating to financial accounts with regard to tax matters (Common Reporting Standard, hereinafter: "CRS"). At the end of 2014 the CRS was incorporated, together with Council Directive 2014/107/EU of 9 December 2014, into Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation. The participating countries (all EU Member States and a number of third countries) now utilise the CRS. Germany transposed the CRS into German

⁶ § 37(2) AO.

⁷ Sec. 190(2), point 2 KAGB.

law by means of the Finanzkonten-Informationsaustauschgesetz (Financial Accounts Information Exchange Act) of 21 December 2015.

The CRS obliges reporting financial institutions (essentially banks) to obtain specific information concerning their customers. If the customers (natural persons or legal entities) are reportable persons resident in other participating countries (this does not include, e.g., listed stock corporations or financial institutions), their accounts and securities accounts will be classified as reportable accounts. The reporting financial institutions will then send specific information for each reportable account to their home tax authority. This authority then sends the information to the customer's home tax authority.

The information to be conveyed is essentially the personal details of the reportable client (name; address; tax identification number; date of birth and place of birth (for natural persons); country of residence) and information on the accounts and securities accounts (e.g. account number, account balance or account value; total gross amount of income such as interest, dividends or distributions from investment funds); total gross proceeds from the sale or redemption of financial assets (including fund units)).

Reportable investors who hold an account and/or securities account with a credit institution that is resident in a participating country are specifically affected as a result. German credit institutions will therefore report information on investors who are resident in other participating countries to the Federal Central Tax Office who forward the information to the relevant tax authorities of the investors' countries of residence. Credit institutions in other participating countries will report information on investors to their home tax authority who forward the information to the Federal Central Tax Office. It is ultimately conceivable that credit institutions resident in other participating countries will report information on investors that are in turn resident in other participating countries to their home tax authority who forward the information to the tax authorities of the investors' countries of residence.

General notice

The tax information is based on the legal position at present. 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.

22. Outsourcing

The Company has assigned the following tasks to other companies:

- The operation of the IT systems (information technology and EDP) was outsourced to Universal-IT Services-GmbH, Frankfurt/Main.
- The provision of IT licences was outsourced to Universal-Beteiligungs- und Servicegesellschaft mbH, Frankfurt/Main.
- Parts of the internal audit function were outsourced to PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt/Main.
- Portfolio management

The portfolio management of the Fund has been outsourced to LeanVal Asset Management AG.

The following conflicts of interest may arise from the outsourcing of portfolio management:

- The bank does not act exclusively for the Company and the investors, and it may also provide portfolio management services for other investment funds and their investors.
- Within the framework of its investment strategy, the Company may also (in principle) acquire for the Fund own issues or other investment funds managed or advised by it.
- The bank may, in principle, conduct trading activities itself or through companies related to it.

23. Conflicts of interest

The following conflicts of interest may arise in the management of the Fund.

The interests of investors could conflict with the following interests:

- 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 customers of the Company
or
- the interests of other investors and customers of the Company
or
- the interests of investors and the investment funds managed by the Company
or
- the interests of the various investment funds managed by the Company.

Circumstances or relationships that could give rise to conflicts of interest include in particular the following:

- Incentive schemes for directors or employees of the Company, other companies within the Company's group or external companies contractually entrusted with services to facilitate collective portfolio management
- Personal transactions involving assets held in the fund managed by the Company by directors or employees of the Company or directors or employees of companies that have been contractually entrusted by the Company with services to facilitate collective portfolio management
- Transactions between the Company and the investment funds or individual portfolios managed by the Company or transactions between investment funds and/or individual portfolios managed by the Company
- Aggregation of orders (block trades).
- "Frequent trading"
- Setting the cut-off time

- IPO allocations
- Transfer of one or more functions to another company
- Exercise of voting rights in respect of the shares held in the Fund
- Duties of the Custodian
- The interests of investors who wish to withdraw 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 commissions”).

If investment funds brokered by the Company, which may be investment funds managed by the Company in particular, are acquired in the Fund, the Company may receive a fee for its brokerage services.

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 place personal interests above those of the investment funds managed by the Company or of investors and customers
- Investment advisor and asset management companies are contractually bound to avoid conflicts of interest
- Rules on personal transactions, which are continuously monitored by the Compliance department, and a blacklist which prohibits personal transactions involving certain assets in order to counter 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, advisors, brokers or the Custodian

- 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 investment advisor 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 and the Custodian.

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 is required to submit the audit report of the Fund to BaFin on request.

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

- Law firms: The Company engages the following law firms to provide legal advice with regard to class actions and private litigation: 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 a legal relationship between these firms and investors in the Fund.
- Exercise of voting rights: From 1 October 2020, the Company will be supported by external service providers when exercising voting rights from shares belonging to the Fund. The Company has appointed IVOX Glass Lewis GmbH, Karlsruhe and Glass, Lewis & Co., LLC, San Francisco to perform this task. IVOX Glass Lewis GmbH provides the Company with voting recommendations based on analyses of the documents for the General Meeting, taking into account the Company's voting

guidelines. It exercises the voting rights and is obliged to report on voting behaviour. The functions of Viewpoint platform operated by Glass, Lewis & Co. LLC are used for voting management and reporting. The Company's regulatory obligations and its civil liability towards the Fund's investors remain unaffected. Appointing the two service providers does not establish legal relationships between these two providers and investors in the Fund.

25. Payments to investors; circulation of reports and other information

The appointment of the Custodian ensures that investors receive distributions 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. 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 following public investment funds, which are not covered by this Sales Prospectus:

Investment funds in accordance with the UCITS Directive⁸

7orca Vega Income
 7orca Vega Return
 Absolute Return Multi Premium Fonds
 AF Value Invest UI
 AG Ostalb Global Fonds
 AHF Global Select
 Aktien Europa – UI
 Aktien Global – UI
 Aktien USA – UI
 Aktien Opportunity UI
 Aktien Südeuropa Nachhaltigkeit UI
 ALL-IN-ONE
 All Stars 10x10
 Alturis Volatility
 AM Fortune Fund Defensive
 AM Fortune Fund Offensive
 Ametrin Strategiefonds
 Analect Fund Bond UI
 Antecedo Defensive Growth
 Antecedo Enhanced Yield
 Antecedo Independent Invest
 Antecedo Low Duration Plus
 Apo Dänische Pfandbriefe UI
 apo VV Defensiv – Privat
 apo VV Renten – Privat
 Aquantum Active Range
 ART AI EURO Balanced
 ART AI Europe - Market Neutral
 ART AI US Balanced
 ART Alpha Opportunities UI
 ART Global Macro
 ART Metzler FX Protected Carry
 ART Top 50 Convertibles UI

⁸ As at: 15 June 2022

ART Top 50 Smart ESG Convertibles UI
 ART Transformer Equities
 ASSETS Special Opportunities UI
 AURETAS strategy balanced (D)
 AURETAS strategy defensive (D)
 AURETAS strategy growth (D)
 AvH Emerging Markets Fonds UI
 B.A.U.M. Fair Future Fonds
 Bachelier UI
 Bankhaus Seeliger VV Ausgewogen
 Bankhaus Seeliger VV Dynamisch
 Bellevue Option Premium
 Belvoir Global Allocation II Universal
 Berenberg Aktien Global Plus
 Berenberg Aktien Mittelstand
 Berenberg EM Bonds
 Berenberg Euro Bonds
 Berenberg Euro Enhanced Liquidity
 Berenberg Global Bonds
 Berenberg Multi Asset Balanced
 Berenberg Multi Asset Defensive
 Berenberg Systematic Multi Asset
 Bethmann Aktien Nachhaltigkeit
 Bethmann Megatrends
 Bethmann Nachhaltigkeit Ausgewogen
 Bethmann Nachhaltigkeit Defensiv Ausgewogen
 Bethmann Rentenfonds
 Bethmann SGB Nachhaltigkeit
 Bethmann Stiftungsfonds
 Bethmann Stiftungsfonds 2
 BFS Nachhaltigkeitsfonds Aktien I
 BFS Nachhaltigkeitsfonds Aktien II
 BFS Nachhaltigkeitsfonds Ertrag
 BFS Nachhaltigkeitsfonds Green Bonds
 BKC Aktienfonds
 BKC Emerging Markets Renten
 BKC Treuhand Portfolio
 BKP Classic Fonds
 BKP Dachfonds
 Böhke & Compagnie Vermögensverwaltungsfonds
 Börsebius Bosses Follower Fund
 Börsebius TopMix
 Börsebius TopSelect
 BW-RENTA-UNIVERSAL-FONDS
 Capitulum Rentenstrategie optimiert Universal
 Capitulum Sustainable Local Currency Bond Fonds UI
 Capitulum Weltzins Invest Universal
 Castell Concept P-22
 Castell Digital Opportunities
 Castell Global Equity Select
 Castell Global ESG Growth Opportunities
 Castell Global ESG Income Opportunities
 Castell Global ESG Opportunities
 Castell Global Fixed Income Select
 Castell Global Industries Select
 China Digital Leaders
 CHOM CAPITAL Active Return Europe UI
 CHOM CAPITAL PURE Sustainability - Small Cap Europe UI
 CoIQ Global Equity - Evolutionary Collective Intelligence
 COLLEGIUM Portfolio I
 Commerzbank Flexible Allocation Euroland
 Commerzbank Flexible Allocation USA

Commerzbank Market Neutral Europe
 Commerzbank Market Neutral Short-Bias Europe
 CONCEPT Aurelia Global
 CONVERTIBLE GLOBAL DIVERSIFIED UI
 CONVEX Conservative Sustainable Convertibles
 Debeka-Aktien-Asien-ESG
 Debeka-Aktien-Europa-ESG
 Debeka-Aktien-Global-ESG
 Debeka-Aktien-Nordamerika-ESG
 Degussa Aktien Universal-Fonds
 Degussa Bank Nachhaltigkeitsfonds Akzentuiert
 DEGUSSA BANK-UNIVERSAL-RENTENFONDS
 Degussa Renten Universal-Fonds
 Deutsche Postbank Europafonds Aktien
 Deutsche Postbank Europafonds Plus
 Deutsche Postbank Europafonds Renten
 Deutsche Postbank Global Player
 di exclusive Linus global
 Discountstrategie
 Dividendenkonzept Plus UI
 DUI Wertefinder
 Earth Exploration Fund UI
 Earth Gold Fund UI
 Earth Sustainable Resources Fund
 EB - Dividendenstrategie Klima Global
 EB - Sustainable Balanced Defensive Invest
 EB - Sustainable Corporate Bond Invest UI
 EB - Sustainable Euro Bond Fund
 EB - Sustainable Large Cap Equities Euroland Fund
 EB - Sustainable Emerging Markets Corporate Bond Fund
 EB - Sustainable Multi Asset Invest
 EB - Sustainable Small/Mid Cap Equities Euroland Fund
 EM Digital Leaders
 Elite Plus UI
 EMCORE COP
 EMCORE COPO
 Ethius Global Impact
 EuropaInvest Dynamic Plus
 Evergreen PDI Yang
 Evergreen PDI Yin
 f3x euroflex
 FairZinsGlobal
 FIAG-UNIVERSAL-DACHFONDS
 FIDUKA Dynamic UI
 FIDUKA-UNIVERSAL-FONDS I
 FIMAX Aktien Global UI
 FIMAX Vermögensverwaltungsfonds UI
 finccam Roll Premium
 finccam Volatility Premium
 Finiens Futura 1 UI
 Finreon SGKB Carbon Focus
 FIVV-MIC-Mandat-China
 FIVV-MIC-Mandat-Defensiv
 FIVV-MIC-Mandat-Offensiv
 FIVV-MIC-Mandat-Rendite
 FIVV-MIC-Mandat-Rohstoffe
 FIVV-MIC-Mandat-Wachstum
 FO Vermögensverwalterfonds
 Fonds für Stiftungen Invesco
 Fondspicker Global UI
 Fundatis Diversified Selection
 FV Fremdwährungsanleihen Fonds

FVM Classic UI
 FVM Offensiv
 FVM Stiftungsfonds
 Galilei Global Bond Opportunities UI
 GAP Portfolio UI
 GENEON Nachhaltige Aktien
 GF Global UI
 Global Absolute Return
 GLS Bank Aktienfonds
 GLS Bank Klimafonds
 Goyer & Göppel Smart Select Universal
 Goyer & Göppel Zins-Invest alpha Universal
 GR Dynamik
 GR Noah
 Gridl Global Macro UI
 GSP Aktiv Portfolio UI
 H&H Stiftungsfonds
 HannoverscheBasisInvest
 HannoverscheMaxInvest
 HannoverscheMediumInvest
 HanseMercur Strategie ausgewogen
 HanseMercur Strategie ausgewogen Nachhaltigkeit
 HanseMercur Strategie chancenreich
 HanseMercur Strategie sicherheitsbewusst
 Hansen & Heinrich Universal Fonds
 HaRa-Invest UI
 Heidelberger Vermögen - Ausgewogen
 Heidelberger Vermögen – Konservativ
 HeLa UI
 HMT Aktien Bessere Welt
 HMT Aktien Value Protect ESG
 HMT Corporates RiskControl ESG
 HMT Euro Aktien Protect ESG
 HMT Euro Aktien Protect 90
 HMT Euro Aktien Protect 95
 HMT Euro Aktien Seasonal
 HMT Euro Aktien Solvency
 HMT Euro Aktien VolControl
 HMT Euro Seasonal LongShort
 HMT Global Aktien Infrastruktur
 HMT Global Antizyklus
 HMT Global Multi Asset Income
 HMT HanseMercur Aktien Invest
 HMT Global Wertsicherung 90
 HMT Wertsicherung 94 ESG
 HP&P Euro Select UI Fonds
 HP&P Global Equity
 HP&P Stiftungsfonds
 HVB Select Alpha
 HWG-FONDS
 HQT Megatrends
 JRS-INTERNATIONAL-UNIVERSAL-FONDS
 Julius Baer Germany - Focus Fund Balanced
 Julius Baer Germany - Focus Fund Growth
 Julius Baer Germany - Focus Fund Income
 KirAC Stiftungsfonds Omega
 Kirchröder Vermögensbildungsfonds 1 UI
 L&H Multi Strategie UI
 LAIC – Balanced Digital Selection
 LAIC – Defensive Digital Selection
 LAIC – Digital Institutional Europe
 LAIC – Dynamic Digital Selection

LAIC – Sustainable Digital Selection AC
 LAIC – Sustainable Digital Selection EM
 LAM Sustainable Euro High Yield Corporate Bonds
 LAM-AKTIEN NACHHALTIGKEIT INTERNATIONAL
 LAM-EURO-CORPORATE HYBRIDE
 LAM-SUSTAINABLE-EURO-CORPORATES
 LAM-SUSTAINABLE-EURO-RENTEN
 LAM-SUSTAINABLE-EURO-SMALL CAPS
 LAM-RENTEN GLOBAL
 LAM-RENTEN NACHHALTIGKEIT
 LAM-STIFTERFONDS-UNIVERSAL
 Lampe Ausgewogen
 Lampe Dividende Europa Aktiv
 Lampe Dynamik
 Lampe Rendite
 Lampe Rendite Spezial
 Lampe Select Europe
 Lampe Select Renten
 Lampe Solid
 Lampe Wachstum
 LBBW Pro-Fund Credit I
 Leonardo UI
 LIGA Globale Aktien Nachhaltig
 LIGA Stiftungsfonds
 Lloyd Fonds - ASSETS Defensive Opportunities
 Lloyd Fonds - European Emerging Champions
 Lloyd Fonds - European Hidden Champions
 Lloyd Fonds - Global Multi Asset Selection
 Lloyd Fonds - Green Dividend World
 Lloyd Fonds - Special Yield Opportunities
 Lloyd Fonds - WHC Global Discovery
 Maneris Select UI
 Markus Alt Rentenstrategie Nr. 1
 MC 1 Universal
 Mehrwertphasen Balance UI
 Meisterwert Perspektive
 MellowFund Bond Select
 MellowFund Global Equity
 Merck Finck Stiftungsfonds Balanced UI
 Merck Finck Stiftungsfonds Dynamic UI
 Merck Finck Stiftungsfonds UI
 MFC Opportunities One
 MFI Rendite Plus UI
 morgen Aktien Global UI
 Multi Asset Global Vision
 Multi Asset Value Invest
 MYRA European Equity Fund
 nordIX Basis UI
 nordIX Treasury plus
 Nuri Invest All-Rounder
 nx-25 Indexfonds
 Oberbanscheidt Dividendenfonds
 Oberbanscheidt Global Flexibel UI
 OLB Invest Balance
 OLB Invest Dynamik
 Opportunistic Deep Value Fund UI
 OVID Asia Pacific Infrastructure Equity UI
 OVID Infrastructure HY Income UI
 P & S Renditefonds
 Pardus Global UI
 Pax ESG Mover Aktien
 Pax ESG Multi Asset

Pax Nachhaltig Ertrag Fonds
 Platform Fund
 Prisma Aktiv UI
 Prisma Asianavigator UI
 Private Alpha AI Global Opportunity Fund
 ProfitlichSchmidlin Fonds UI
 PSM Growth UI
 PSM Investmentgrade Bond
 PSM Value Strategy UI
 quantumX Global UI
 R + P UNIVERSAL-FONDS
 R+P Rendite Plus UI
 RB-L UI
 RBV – VV UI
 Renten Global Opportunities
 RSI International UI
 RW Portfolio Strategie UI
 S4A EU Pure Equity
 S4A Multi Asset Defensive
 S4A Pure Equity Germany
 S4A Systematic Absolute Return
 S4A US Long
 Sarasin-FairInvest-Bond-Universal-Fonds
 Sarasin-FairInvest-Universal-Fonds
 SCS Aktien Welt
 SDG Evolution Bonds
 SDG Evolution Flexibel
 SEB Aktienfonds
 SEB EuroCompanies
 SEB Europafonds
 SEB Total Return Bond Fund
 SEB Zinsglobal
 Selection Rendite Plus
 sentix Fonds Aktien Deutschland
 sentix Risk Return -A-
 sentix Risk Return -M-
 Serafin Multi-Asset Risk Focus
 SIGAVEST Vermögensverwaltungsfonds UI
 SK Selektion
 SK Spezial
 Smart & Fair-Fonds
 Spiekermann & CO Strategie I
 Stadtparkasse Düsseldorf EuroRenten Plus
 Stadtparkasse Düsseldorf NRW-Fonds
 Stadtparkasse Düsseldorf TOP-Chance
 Stadtparkasse Düsseldorf TOP-Return
 Stadtparkasse Düsseldorf TOP-Substanz
 StarCapital Premium Bondvalue UI
 Stiftungsfonds ESG Global
 Stiftungsfonds Spiekermann & CO
 Strategie H&H
 SWuK Renten Flexibel UI
 Sydbank Vermögensverwaltung Ausgewogen
 Sydbank Vermögensverwaltung Dynamisch
 Sydbank Vermögensverwaltung Klassisch
 TAM Fortune Rendite
 TAMAC Green Champions
 The Digital Leaders Fund
 TimmInvest Europa Plus Fonds
 Tinzenhorn Fonds
 TOGA UI
 Tomorrow Better Future Stocks

Trend Kairos Global
 Tungsten Multi Premium
 Tungsten PARITON UI
 Tungsten ZENTURIO UI
 UI Alsterstrategie I
 UI-BEDA Defensiv
 UI-BEDA Offensiv
 UM Strategy Fnd
 UNIKAT Premium Select Fonds
 Universal-Shareconcept-BC
 Universal-Strategiefonds
 Value Partnership
 Veermaster Flexible Navigation Fund UI
 Velten Strategie Deutschland
 Vermögensmanagement - Fonds Universal
 Vermögensmandat Strategie Ertrag
 Vermögensmandat Strategie Stabil
 Vermögensmandat Strategie Wachstum
 Voba Pforzheim Premium A Fonds UI
 VR Bank Kitzingen eG Euro Control nachhaltig
 Wachstum Defensiv
 WACHSTUM GLOBAL
 Währungsfonds UI
 WAVE Total Return ESG
 WM AKTIEN GLOBAL UI-FONDS
 World Market Fund
 WoWiVermögen
 WWK-Rent
 Zindstein Werte-Sammler
 ZSBalance
 ZSDefensiv
 ZSDynamic

Alternative investment funds (AIF)

- **Mixed investment funds**

AktivBalance
 AktivBasis
 AktivChance
 Berenberg Sustainable Stiftung
 BERIAN-UNIVERSAL-FONDS
 D&J Alpha UI
 D&J Beta UI
 Deutsche Postbank Best Invest Wachstum
 MasterFonds-VV Ausgewogen
 MasterFonds-VV Ertrag
 MasterFonds-VV Wachstum
 Multi Asset Comfort
 NILUS-UNIVERSAL-FONDS
 Pfau-StrategieDepot UI
 Stiftungsfonds Westfalen
 Thesi-Universal-Fonds
 Voba Pforzheim Premium R Fonds UI
 ZinsPlus Fonds UI

- **Other investment funds**

Conveo Capital-UI
 Dynamic Opportunities-UI
 Eventus-UI
 HaRa UI
 Kapital Plus-UI

Optomoni-UI
Pollux I-UI
pro aurum ValueFlex

- **Pension investment fund**

SEB GenerationPlus

There are also currently 504 special AIFs.

C. Overview of unit classes

Initial issue date

Unit class I	23/06/2008
Unit class Q	Unit class is dissolved
Unit class V	24/11/2020

Initial issue price

Unit class I	€ 100.00 plus issuing surcharge
Unit class V	€ 100.00 plus issuing surcharge

Issuing surcharge

Unit class I	currently 5.00%
Unit class V	currently 0.00%

Minimum investment amount

Unit class I	none
Unit class V ^{9 10}	€ 1,000,000.00

Management fee

Unit class I	currently 0.15% ¹¹ p.a.
Unit class V	currently 0.15% p.a.

Custodian fee

Unit class I	currently 0.05% p.a.
Unit class V	currently 0.05% p.a.

Asset management fee

Unit class I	currently 0.95% p.a.
Unit class V	currently 0.50% p.a.

Performance fee

Unit class I	20% of the return generated by the Fund in excess of the reference value (previous maximum unit value at the end of the five previous accounting periods). ¹²
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⁹ The minimum investment amount only applies to initial investments.

¹⁰ The Management Company may permit lower minimum investment amounts at its own discretion.

¹¹ The management fee is calculated on the basis of a volume-related scale. As a result, different fee rates apply depending on the Fund volume. Accordingly, the management fee for this unit class was between 0.10% p.a. and 0.15% p.a. in the last three financial years.

¹² cf. Section B. 17. Management fees and other costs in this Sales Prospectus

Unit class V 20% of the return generated by the Fund in excess of the reference value (previous maximum unit value at the end of the five previous accounting periods).

Currency

Unit class I Euro
Unit class V Euro

Use of income

Unit class I Distributing
Unit class V Distributing

Securities ID No. / ISIN:

Unit class I A0Q2SF / DE000A0Q2SF3
Unit class V A2QCX3 / DE000A2QCX37

D. List of sub-custodians

The country list¹³ attached includes all sub-custodians assigned by the Custodian. Not all the sub-custodians included in the country list are assigned for the Fund.

For all sub-custodians except the international central custodians Clearstream Banking S.A. Luxembourg and Euroclear Bank S.A. Brussels, there are no further sub-custodians.

The following securities are held in custody with the sub-custodians:

- Shares
- Bonds
- Warrants
- Subscription rights
- Convertible bonds
- Fund units.

Country	Name of the sub-custodian
Argentina	Citibank N.A.
Australia	J.P. Morgan Nominees Australia
Austria	Unicredit Bank Austria
Belgium	Citibank
China	Citibank
Canada	CIBC Mellon
Denmark	SEB Kopenhagen
Finland	SEB Helsinki
France	Citibank
Greece	Citibank N.A.
Hong Kong	HSBC
Hungary	Citibank
Ireland	BNP Paribas
Italy	Citibank
Japan	Bank of Tokyo Mitsubishi
Malaysia	Citibank Berhad
Mexico	Citibank Mexico S.A.

¹³ As at October 2021

Netherlands	Citibank
New Zealand	J.P. Morgan Chase Bank
Norway	SEB Oslo
Poland	Bank Pekao
Portugal	Citibank
Singapore	Citibank N.A.
Slovenia	UniCredit Banka
Spain	Citibank
Sweden	SEB
Switzerland	SIX SIS AG
Great Britain	BNP Paribas
USA	Citibank N.A.

UBS AG is an affiliated company of the Custodian.

E. Purchaser's right of revocation

Right of revocation

If the purchase of units in open-end investment funds is based on verbal negotiations outside the permanent business premises of the party that sold the units or brokered the sale, the purchaser may revoke his intention to buy in writing (e.g. letter, fax, email) within two weeks without having to give a reason. The right of revocation also applies if the party selling the units or arranging the sale does not have a permanent 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 their signature; no justification is required.

Notice of revocation must be sent to

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

Fax: +49 (0) 69 7 10 43-700
Email: 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.

The above statements apply accordingly if the units are sold by the investor.

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, valid only in conjunction

with the Special Terms and Conditions of Investment

drawn up by the Company

for the 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 global certificates in respect of the rights of the investors resulting therefrom.
- (3) The purpose of the UCITS investment fund is limited to investing in accordance with a specified investment strategy within the framework of collective asset management, using the funds deposited with it; the UCITS investment fund does not have an operating function or active business management of the assets held.
- (4) The legal relationship between the Company and the investor is governed by the General Terms and Conditions of Investment 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, the KAGB, and the Terms and Conditions of Investment.
- (3) The Custodian may outsource custodian duties to another company (“sub-custodian”) in accordance with § 73 KAGB. Further information can be found in the Sales Prospectus.

- (4) The Custodian shall be liable to the UCITS investment fund or to the investors for the loss of a financial instrument as defined in § 72(1)(1) KAGB 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, the consequences of which were unavoidable despite all appropriate countermeasures. Further claims resulting from the provisions of civil law on the basis of agreements or tort remain unaffected. The Custodian is also liable to the UCITS or the investors for all other losses suffered by them as a result of the Custodian'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 UCITS investment fund shall directly or indirectly invest in accordance with the principle of risk diversification. 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:

1. they 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 or another State party to the Agreement on the European Economic Area;
2. 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 BaFin¹⁴;
3. their admission to trading on a stock exchange in an EU Member State or in another State that is party to the EEA Agreement, or their admission to or inclusion on an organised market in an EU Member State or in another State that is party to the EEA Agreement, must be applied for in accordance with their terms of issue, provided that these transferable securities are admitted or included within one year of being issued;

¹⁴ The "List of Admitted Stock Exchanges and Other Organised Markets pursuant to § 193(1), (2) and (4) KAGB" is published on the website of the Federal Financial Supervisory Authority (<http://www.bafin.de>).

4. 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;
5. they are shares to which the UCITS investment fund is entitled in the event of a capital increase from company funds;
6. they are acquired by exercising subscription rights held by the UCITS investment fund;
7. they are units in closed-end funds that meet the criteria specified in § 193(1)(7) KAGB,
8. they are financial instruments that meet the criteria specified in § 193(1)(8) KAGB.

The purchase of transferable securities pursuant to the first sentence (1 to 4) above shall only be allowed if the conditions of § 193(1) second sentence KAGB have also been met. Subscription rights arising from underlying securities that can be acquired according to this § 5 may also 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, 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

1. 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;
2. 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 BaFin¹⁵;
3. issued or guaranteed by the EU, the German federal government, a German federal government fund, a German federal state, another EU Member State or another central, regional or local authority or central bank of an EU Member State, the European Central Bank or European Investment Bank, a third country or, if this country is a federation, by one of the members making up the federation, or by 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 above;
5. issued or guaranteed by a credit institution that is subject to prudential supervision in accordance with the criteria defined by EU law, or by a credit institution which is subject to and complies with prudential rules that are considered by BaFin to be at least as stringent as those laid down by EU law; or
6. issued by other issuers which meet the requirements of § 194(1)(6) KAGB.

¹⁵ The “List of Admitted Stock Exchanges and Other Organised Markets pursuant to § 193(1), (2) and (4) KAGB” is published on the website of the Federal Financial Supervisory Authority (<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 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-end EU AIFs and foreign open-end 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 UCITS, or in EU and foreign open-end 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% in total of the value of their assets may be invested in units in other domestic investment funds, investment corporations with variable capital, open-end EU investment funds or foreign open-end AIFs.

§ 9 Derivatives

- (1) In managing the UCITS investment fund, the Company may use derivatives as per § 197(1)(1) KAGB and financial instruments with derivative components as per § 197(1)(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) If the Company uses 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 and underlying instruments that are permissible according to § 197(1)(1) KAGB. Only a negligible share of complex derivatives comprising underlying instruments which are permissible according to § 197(1)(1) 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:

1. futures contracts on underlying instruments as per § 197(1) KAGB, except investment units as per § 196 KAGB;
 2. options or warrants on underlying instruments as defined in § 197(1) KAGB, except investment units as defined in § 196 KAGB, and on futures contracts according to point 1. if they have the following characteristics:
 - a) exercise is possible either throughout the entire term or at the end of the term; and
 - b) the value of the option on the exercise date is linearly dependent on the positive or negative difference between the strike price and the market price of the underlying asset, and it becomes zero if the difference has the opposite (positive/negative) sign;
 3. interest swaps, currency swaps or interest – currency swaps;
 4. options on swaps in accordance with point 3, provided that they have the characteristics described in point 2 under a) and b) (swaptions);
 5. single name credit default swaps.
- (3) If the Company uses the qualified approach, it may invest in any financial instruments with derivative components or in derivatives that are derived from an underlying instrument that is permissible according to § 197(1)(1) KAGB, provided that 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 that are specified in the 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 the UCITS investment fund, up to 10% of that 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, DerivateV and the Terms and Conditions of Investment.

- (2) Up to 5% of the UCITS investment fund's assets may be invested in transferable securities and money market instruments (including transferable securities and money market instruments of a single issuer that are purchased under agreements to resell). However, up to 10% of the UCITS investment fund's assets may be invested in these transferable securities and money market instruments if this is stipulated in the Special Terms and Conditions of Investment and if the total value of the transferable securities and money market instruments of these issuers does not exceed 40% of the value of the UCITS investment fund. The issuers of transferable securities and money market instruments must also be taken into account within the limits specified in sentence 1 if the transferable securities and money market instruments issued by them are acquired indirectly through other transferable securities included in the UCITS fund that are linked to their performance.
- (3) The Company may invest up to 35% of the value of the UCITS investment fund in bonds, borrower's note loans and money market instruments which have been issued or guaranteed by the Federal Republic of Germany, a German state, the EU, an EU Member State or its local authorities, another State which is 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 in each case invest up to 25% of the UCITS investment fund's assets in mortgage bonds, public-sector bonds and bonds issued by credit institutions which have their registered office in an EU Member State or another State that is 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 bonds; funds acquired through the issue of the bonds are invested (in accordance with the law) in assets that sufficiently cover the liabilities arising from these bonds throughout their term, and said assets are primarily to be used to repay the principal and pay interest should the issuer default. If the Company invests 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 assets.
- (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
1. transferable securities or money market instruments issued by a single institution,
 2. deposits made with that institution and
 3. amounts to be applied for the counterparty risk for transactions entered into with this institution
- does 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)(2) KAGB. The Company may, on behalf of the UCITS investment fund, not acquire more than 25% of the units issued by another open-end 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 Mergers

- (1) Pursuant to §§ 181–191 KAGB, the Company may
1. 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;
 2. absorb all assets and liabilities of another open-end retail fund 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 a retail fund that is not a UCITS if the absorbing or newly formed investment fund will continue to 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:
1. in high-quality bonds issued by the Federal Republic of Germany, a German state, the EU, an EU Member State or its local authorities, a State party to the EEA Agreement or a third country,
 2. in money market funds with a short maturity structure corresponding to the guidelines issued by BaFin on the basis of § 4(2) KAGB, or
 3. by way of a reverse 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 the collateral.

- (3) The Company may also use a system organised by a central securities depository for the brokerage and settlement of transferable securities loans that deviates from the

requirements pursuant to § 200(1)(3) of the KAGB if the right of termination at any time pursuant to paragraph (1) is not deviated from.

- (4) Unless otherwise specified in the Special Terms and Conditions of Investment, the Company may also provide 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 enter into 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 UCITS investment fund's assets for the joint account of the investors, provided that the terms of the loan are in line with the market and the Custodian agrees to the loan.

§ 16 Units

- (1) The units in the UCITS investment fund are bearer instruments and are represented by unit certificates or issued in the form of electronic unit certificates.
- (2) Securitised unit certificates are securitised in a global certificate; the issue of individual certificates is excluded. With the acquisition of a unit in the UCITS investment fund, the investor acquires a co-ownership share in the global certificate. This is transferable unless otherwise stated in the Special Terms and Conditions of Investment.
- (3) Units may have different characteristics, particularly with regard to the appropriation of income, the issue 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.

§ 17 Issue and redemption of units, restriction and suspension of redemption

- (1) In principle, there is no limit to the number of units that may be issued. The Company reserves the right to suspend or permanently discontinue the issue of units.
- (2) Units may be acquired from the Company or Custodian or via a third party. The Special Terms and Conditions of Investment may stipulate that units can only be acquired and held by specific investors.

- (3) The investors may require the Company to redeem the units. The Special Terms and Conditions of Investment may stipulate periods for the return of units. The Company shall be obliged to redeem the units at the relevant applicable redemption price on behalf of the UCITS investment fund. The redemption agent is the Custodian.
- (4) Unless otherwise stipulated in the Special Terms and Conditions of Investment, the Company reserves the right, however, to restrict the redemption of units for up to 15 business days if the investors' redemption requests reach at least 10% of the net asset value of the UCITS investment fund (threshold value), as from which point the redemption requests can no longer be executed in the interest of all investors due to the liquidity situation of the assets of the UCITS investment fund. In this case, the Company will only comply with the return request for each investor on a pro rata basis; otherwise, the redemption obligation does not apply. This means that each redemption order will only be executed on a pro rata basis. The unexecuted portion of the order (residual order) will also not be executed by the Company subsequently, but will expire (pro rata approach with expiry of the residual order). Further details on the redemption restriction procedure can be found in the Sales Prospectus. The Company must publish the restriction on the redemption of units, and the lifting thereof, on its website immediately.
- (5) The Company may, however, suspend the redemption of units pursuant to § 98(2) KAGB if extraordinary circumstances arise which make such a suspension appear necessary in the interests of investors.
- (6) The Company shall inform the investors of any suspension pursuant to (5) 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) Unless otherwise stipulated in the Special Terms and Conditions of Investment, the market values 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 in circulation (unit value) for the purpose of calculating the issue and redemption prices of units. Should different unit classes be introduced 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, minus (if applicable) a redemption fee to be specified in the Special Terms and Conditions of Investment pursuant to § 165(2)(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 specified 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 stock exchange trading days as well as on 24 and 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 if the UCITS investment fund is merged with another UCITS investment fund, a UCITS investment corporation with variable capital 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 shall be 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 with 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 sentence 1.
- (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. The Custodian shall be entitled to a fee for carrying out its liquidation duties during the liquidation period, 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 capital 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) The approved transfer will be published in the Bundesanzeiger (Federal Gazette) and also in the annual report or semi-annual report and in the electronic information media specified in the Sales Prospectus. The transfer will take effect at the earliest three months after being notified in the German Federal Gazette.
- (3) The Company may change the Custodian for 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.
- (3) All planned amendments shall be published in the German Federal Gazette, as well as in 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. In the event of changes in costs that are detrimental to investors within the meaning of § 162(2)(11) KAGB or changes to material investor rights that are detrimental to investors, as well as in the event of changes to the investment principles of the UCITS investment fund within the meaning of § 163(3) KAGB, the investors must be notified of the essential content of the planned changes to the Terms and Conditions of Investment, and of the background to them, in a comprehensible manner via a permanent data carrier in accordance with § 163(4) KAGB at the same time as the notification is provided pursuant to sentence 1. In the event of changes to the previous investment principles, investors must be additionally informed of their rights in accordance with § 163(3) KAGB.
- (4) The amendments shall come into force at the earliest on the day following their notification in the German Federal Gazette or, in the event of changes to costs or investment principles, no earlier than four weeks after the corresponding notification.

§ 24 Place of performance

The place of performance is the Company's registered office.

§ 25 Dispute settlement proceedings

The Company has undertaken to participate in dispute settlement proceedings held before a consumer arbitration board. In the event of disputes, consumers can contact the Investment Funds Ombudsman of BVI Bundesverband Investment und Asset Management e.V., which is the responsible consumer arbitration body. The Company will take part in dispute settlement proceedings before this arbitration board.

The contact details are: Büro der Ombudsstelle des BVI Bundesverband Investment und Asset Management e.V., Unter den Linden 42, 10117 Berlin, www.ombudsstelle-investmentfonds.de.

The European Commission has set up a European online dispute resolution platform at www.ec.europa.eu/consumers/odr. Consumers can use it for the out-of-court settlement of disputes arising from online sales contracts or online service contracts. The Company's email address is: Beschwerdemanagement@universal-investment.com.

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,

ATHENA UI,

which are valid only in conjunction with the

General Terms and Conditions of Investment

drawn up by the Company for this

investment fund.

INVESTMENT PRINCIPLES AND INVESTMENT LIMITS

§ 1 Assets

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

1. transferable securities pursuant to § 5 of the General Terms and Conditions of Investment,
2. money market instruments pursuant to § 6 of the General Terms and Conditions of Investment,
3. bank deposits pursuant to § 7 of the General Terms and Conditions of Investment,
4. investment units pursuant to § 8 of the General Terms and Conditions of Investment,
5. derivatives pursuant to § 9 of the General Terms and Conditions of Investment,
6. other investment instruments pursuant to § 10 of the General Terms and Conditions of Investment.

§ 1a Securities lending and repurchase transactions

Securities lending and repurchase transactions pursuant to § 13 and § 14 of the General Terms and Conditions of Investment shall not be concluded.

§ 2 Investment limits

- (1) The UCITS investment fund may consist entirely of transferable securities within the meaning of § 1(1).
- (2) The UCITS investment fund may be entirely invested in money market instruments in accordance with § 6 of the General Terms and Conditions of Investment.
- (3) Transferable securities and money market instruments of a single issuer may be acquired in excess of 5% up to a value of 10% of the UCITS investment fund's assets if the total value of the transferable securities and money market instruments of this issuer does not exceed 40% of the value of the UCITS investment fund.
- (4) The UCITS investment fund may be completely held in bank deposits as specified in § 7, sentence 1 of the General Terms and Conditions of Investment.
- (5) Up to 10% of the UCITS investment fund's assets may be held in investment fund units as specified in § 8 of the General Terms and Conditions of Investment. The Company shall select the investment units to be acquired either in accordance with the Terms and Conditions of Investment or the investment focus of said units, or the units' 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-end investment funds (which are not EU UCITS) managed by EU management companies or foreign management companies. The share of the UCITS investment fund that may be held in units of the relevant type may not be more than the investment limit stated in the first sentence of this paragraph. The limits stated in § 11(9) of the General Terms and Conditions of Investment remain unaffected.

§ 3 Investment Committee

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

UNIT CLASSES

§ 4 Unit classes

- (1) For the UCITS investment fund, unit classes may be formed in accordance with § 16(2) of the General Terms and Conditions of Investment. Such unit classes differ in terms of the use of income, the issuing surcharge, the currency of the unit value (including the use of currency hedging transactions), the management fee, the Custodian fee, the fee for the investment advice or asset management companies, the performance fee, the Distributor, the minimum investment sum, or a combination of these characteristics. Unit classes may be formed at any time at the discretion of the Company.
- (2) The existing unit classes shall be itemised separately in the Sales Prospectus, as well as 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, Custodian fee, fee for investment consultancy firms or asset management companies, performance fee of the Distributor, 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) Unit values are calculated for each unit class separately by taking the costs of creating new unit classes, distributions (including any taxes payable from the Fund's assets), the fees stated in (1) above and the results of currency hedging transactions related to a certain class of units, including any income equalisation, attributed exclusively to that unit class.

UNITS, ISSUE PRICE, REDEMPTION PRICE, REDEMPTION OF UNITS AND COSTS

§ 5 Units

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 equals 5.0% of the unit value. 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 issuing surcharges that are charged 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:

In return for managing the UCITS investment fund, the Company receives a fee (payable quarterly) of up to 0.30% p.a. of the average net asset value of the UCITS investment fund during the accounting period, 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.
- (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 an investment advisory or asset management company when implementing its investment strategy. In this case, the investment advisory or asset management company receives a fee (payable quarterly) amounting to up to a quarter of 1.90% p.a. of the average net asset value of the UCITS investment fund during the accounting period, which is calculated by taking the values on each valuation date. The investment advisor or asset management company may charge a reduced fee, or not charge one at all, for the UCITS investment fund or for 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 fees paid to the investment advisor or asset management companies for each unit class in the Sales Prospectus and the annual and semi-annual reports.

- (3) In return for its duties, the Custodian receives a fee (payable quarterly) of up to a quarter of 0.10% (at least EUR 5,400 p.a.) of the average net asset value of the UCITS investment fund during the accounting period, 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 indicate the custodian fee charged for each unit class in the Sales Prospectus and in the annual and semi-annual reports.
- (4) The amount taken out of the UCITS investment fund per year in the form of fees, pursuant to paragraphs 1, 2 and 3 above, can total up to 2.30% p.a. of the UCITS investment fund's average net asset value during the accounting period, which is calculated on the basis of the values on each valuation date.
- (5) In addition, for each unit issued the Company may receive a performance fee of up to 20% of the amount by which the unit value at the end of an accounting period exceeds the maximum unit value at the end of the five preceding accounting periods ("high-water mark"), subject to an overall maximum of 3% of the average net asset value of the UCITS investment fund during the accounting period as calculated from the values at the end of each valuation date. If unit classes are created, sentence 1 applies accordingly to each unit class. If there are fewer than five preceding accounting periods for the UCITS investment fund or the unit class in question, all the preceding accounting periods are taken into account when calculating the fee entitlement. In the first accounting period following the launch of the UCITS investment fund, the high-water mark will be replaced by the unit value at the beginning of the first accounting period.

The accounting period begins on 1 July and ends on 30 June of each calendar year. The first accounting period commences with the launch of the UCITS investment fund or the individual unit class and – if the launch does not occur by 1 July – only on the second 30 June following the launch.

The unit value performance must be calculated using the BVI method¹⁶.

Based on the outcome of a daily calculation, any calculated performance fee incurred is set aside within the UCITS investment fund per unit issued, or any provision that has already been posted is reversed accordingly. Dissolved provisions are allocated to the UCITS investment fund. A performance fee may be paid out only if appropriate provisions have been made.

The Company may charge a reduced performance fee, or not charge one at all, for the UCITS investment fund or for one or more unit classes. The Company specifies the performance fee charged for each unit class in the Sales Prospectus and in the annual and semi-annual report.

- (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, Key Investor Information Document);
 - 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;

¹⁶ An explanation of the BVI method is published on the website of BVI Bundesverband Investment und Asset Management e.V. (www.bvi.de).

- 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 the auditing of the UCITS investment fund by the statutory auditor;
 - 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 of appointing proxies;
 - k) costs of third parties analysing the performance of the UCITS investment fund;
 - l) 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. The Company must specify in the annual and semi-annual reports the fee charged to the UCITS investment fund by the Company itself, another management company, an investment corporation or other company with which the Company is affiliated through a significant direct or indirect shareholding, or a foreign investment company, including its management company, in return for managing the units or shares held in the UCITS investment fund.

APPROPRIATION 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 that, during the financial year, have accrued on behalf of the UCITS investment fund and have not been 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 – while taking the relevant income equalisation into account – distribute the pro-rata interest, dividends and other income which are allocated to the respective unit class during the financial year and have accrued on behalf of the UCITS investment fund and have not been used to cover costs. Realised capital gains – taking the relevant income equalisation into account – may also be distributed on a pro rata basis.

- (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 fiscal years may be carried forward in full.
- (3) In the interest of capital preservation, pro rata income may be allocated for partial reinvestment in the UCITS investment fund or, under extraordinary circumstances, may even be reinvested in full.
- (4) Distributions are made annually, within four months after the end of the financial year. Interim distributions may be provided for individual unit classes.

§ 10 Financial year

The UCITS investment fund's financial year begins on 1 April and ends on 31 March of the following year.

