# DWS Investment GmbH 60612 Frankfurt/Main, Germany

To the unitholders of the UCITS fund

# DWS Health Care Typ O (ISIN: DE0009769851)

We intend to make the following amendments to the General and Special Terms and Conditions of Investment with the approval of the German Federal Financial Supervisory Authority (BaFin) for the aforementioned UCITS fund:

#### 1. Amendment of the General Terms and Conditions of Investment

The General Terms and Conditions of Investment will be amended without substantive change, clarifying the relevant valuation dates and the location for determining the net asset value, the net asset value per unit and the issue and redemption prices in paragraph 4 of article 18. Paragraph 1 will also clarify that the assets and liabilities are valued in accordance with the corresponding provisions of the Accounting and Valuation Regulation issued under the KAGB ("KARBV").

Paragraph 4 of article 18, which set out that "unless the Special Terms provide otherwise, the Company and the custodian may refrain from calculating the net asset value on public holidays that are trading days, as well as on December 24 and December 31 of each year", will be deleted.

Instead of the term "exchange trading day" previously used in paragraph 4 as the basis for determining the issue and redemption prices, the individual valuation dates as well as the days that are not valuation dates will be specified along with the location for determining the public holidays. In addition, a note will be included to the effect that other days may be excluded as valuation dates in the Special Terms and Conditions of Investment.

The wording "Net asset value, net asset value per unit" will be added to the heading of article 18 ("Issue and redemption prices") for clarification purposes.

Article 18 of the General Terms and Conditions of Investment will read as follows in the future:

"Article 18 Net asset value, net asset value per unit, issue and redemption prices

- 1. Unless the Special Terms provide otherwise, the issue and redemption prices of the units are based on the net asset value per unit, which is calculated from the sum of the market values of the assets owned by the UCITS fund less its borrowings and other liabilities ("the net asset value"), divided by the number of units outstanding. If different unit classes are introduced for the UCITS fund pursuant to article 16 (3), the net asset value per unit and the issue and redemption prices shall be calculated separately for each unit class. Assets and liabilities are valued in accordance with articles 168 and 169 KAGB and with the Accounting and Valuation Regulation issued under the KAGB ("KARBV").
- 2. The issue price corresponds to the net asset value per unit of the UCITS fund plus any initial sales charge specified in the Special Terms in accordance with article 165 (2), no. 8, KAGB.

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

- 3. The settlement date for purchases of units and redemption orders shall be no later than the valuation date following the date on which the buy order or the redemption order was received, unless the Special Terms provide otherwise.
- 4. The net asset value, the net asset value per unit and the issue and redemption prices will be determined Monday through Friday, except on public holidays in Frankfurt/Main, Hesse and not on December 24 or December 31 ("valuation dates"). Other days may also be excluded as valuation dates in the Special Terms and Conditions of Investment.

## 2. Amendment of the Special Terms and Conditions of Investment

The provisions in the Special Terms and Conditions of Investment relating to the Company's all-in fee and performance-based fee will be revised, with further clarification of the calculation and payment of the fee for managing the UCITS fund.

The following amendments will be made to the Special Terms and Conditions of Investment without affecting the substance in any way:

- The subheading in connection with article 29 ("Units"), article 30 ("Issue and redemption prices") and article 31 ("Costs and services received") will be brought into line with the amended headings of the individual paragraphs and will read as follows in the future: "Units, issue and redemption prices, fees and expenses".
- In article 29 ("Units"), paragraph 2 relating to the order acceptance deadline will be deleted and included as a separate regulation in article 30 (currently "Issue and redemption prices"), as the new paragraph 4.
  - As a result, the heading of article 30 will be amended and will read as follows in the future: "Issue and redemption prices, order acceptance deadline".
- A reference to the fact that the net asset value, the net asset value per unit and the issue and redemption prices shall be determined in accordance with article 18 of the General Terms and Conditions of Investment will be included in article 30, replacing paragraph 1.
- The heading of article 31 has been changed from "Costs and services received" to "Fees and expenses".
- Article 31 clarifies that the Company shall be paid a fee from the UCITS fund for each day of the fiscal year in the amount of 1/365 (1/366 in a leap year) of the specified percentage for each individual unit class of the respective net asset value. In addition, the basis for calculating the all-in fee on valuation dates and on days that are not valuation dates and how this fee is factored into the net asset value of the UCITS fund is disclosed. The date for payment of the all-in fee is also disclosed.
- In paragraph 3 of article 31, the terms "exchange trading day" and "daily" are replaced with "on each valuation date" in relation to the performance-based fee. In addition, the information that the performance-based fee is only calculated on valuation dates is provided. The basis for this calculation and how this is taken account in the net asset value of the investment fund are also disclosed.

Article 30 and article 31 of the Special Terms and Conditions of Investment will read as follows in the future:

"Units, issue and redemption prices, fees and expenses

Article 30 Issue and redemption prices, order acceptance deadline

- 1. The net asset value, the net asset value per unit and the issue and redemption prices are determined for each valuation date in accordance with article 18 of the General Terms and Conditions of Investment.
- 2. The initial sales charge for the NC, ND, FC and IC unit classes is 0% of the net asset value per unit.
- 3. A redemption fee is not charged. Redemption takes place at the net asset value per unit.
- 4. Orders for the issue and redemption of units received by the Company or the custodian at or before 4:00 PM CET ("the order acceptance deadline") on a valuation date are processed on the basis of the net asset value per unit on the next valuation date. Orders received by the Company or the custodian after 4:00 PM CET are processed on the basis of the net asset value per unit on the valuation date immediately following that next valuation date.

## Article 31 Fees and expenses

- 1. The Company shall be paid a fee from the UCITS fund for each day of the fiscal year in the amount of 1/365 (1/366 in a leap year) of:
  - 1.7% for the NC unit class,
  - 1.7% for the ND unit class.
  - 0.85% for the FC unit class and
  - 0.55% for the IC unit class

of the respective net asset value (cf. article 18 (1) of the General Terms and Conditions of Investment) as the all-in fee.

On each day that is a valuation date, the all-in fee will be calculated based on the net asset value determined on the last valuation date and taken into account as a liability in the net asset value of the current valuation date.

On each day that is not a valuation date, the all-in fee will be calculated based on the net asset value determined on the last valuation date and taken into account as a liability in the net asset value of the next valuation date.

The all-in fee for all calendar days in a month shall be paid by the tenth calendar day of the next month.

This all-in fee covers the following services provided by and expenses incurred by the Company which shall therefore not be additionally charged to the UCITS fund:

- a) the Company's activities related to the management of the UCITS fund (collective asset management, which particularly includes fund management, administration, cost of distribution and a service fee for reporting and analysis);
- b) custodian fees;
- c) cash and custody account fees in line with normal banking practice (including, where applicable, normal costs for holding foreign assets in custody abroad);
- d) the costs incurred for printing and mailing the sales documentation intended for investors as required by law (annual and semiannual reports, Sales Prospectuses, Key Information Document);
- e) the costs of announcing the annual and semiannual reports, the issue and redemption prices and (where applicable) distributions or reinvestments and the liquidation report;
- f) the cost of having the UCITS fund audited by the external auditor of the UCITS fund;
- g) the cost of publishing the information required for taxation and the certificate confirming that the tax information was prepared in compliance with German tax law.
- 2. In addition to the all-in fee payable to the Company from paragraph 1 hereof, the following additional expenses incurred by the Company may also be charged to the UCITS fund:
- a) the costs incurred by the Company for asserting and enforcing legal claims for the account of the UCITS fund, and for defending any claims asserted against the Company to the detriment of the UCITS fund;
- b) the costs of creating and using a durable medium (statutory, required in particular by the KAGB), except in the case of providing information on mergers of investment undertakings and except in the case of providing information about measures in connection with investment limit violations or computational errors in the determination of the net asset value per unit;
- c) taxes imposed in connection with the fees payable to the Company, the custodian and third parties, as well as with the aforementioned expenses, including taxes arising in connection with administration and custody.
- 3. The Company may additionally receive a performance-based fee for its management of the UCITS fund.
- a) Definition of the performance-based fee: For managing the UCITS fund, the Company may receive a performance-based fee of up to one-quarter of the amount by which the net asset value per unit outperforms the benchmark at the end of a settlement period (benchmark outperformance); such amount shall, however, not exceed 4% of the average net asset value of the UCITS fund during the settlement period based on the value determined on each valuation date.

The performance-based fee is only calculated on valuation dates on the basis of the net asset value of this valuation date (before delimitation of the performance-based fee) and taken into account as a liability in the net asset value of the current valuation date.

If the net asset value per unit underperforms the benchmark at the end of a settlement period (benchmark underperformance), the Company shall receive no performance-based fee. In a manner corresponding to the calculation of the performance-based fee for benchmark outperformance, the negative amount for each net asset value per unit is calculated based on the benchmark underperformance and carried forward to the next settlement period (negative carryforward). There is no maximum limit on the negative carryforward. The Company shall receive a performance-based fee for the subsequent settlement period only if the amount calculated from the outperformance of the benchmark at the end of that settlement period exceeds the negative carryforward from the previous settlement period. In this case, the fee entitlement is equal to the difference between the two amounts. If the amount calculated from benchmark outperformance does not exceed the negative carryforward from the previous settlement period, the two amounts are offset. The remaining negative amount for each net asset value per unit is again carried forward to the next settlement period as the new negative carryforward. If the result at the end of the next settlement period is yet another benchmark underperformance, the existing negative carryforward is increased by the amount calculated from this new benchmark underperformance.

When calculating the fee entitlement each year, any negative carryforwards from the previous five settlement periods are taken into account. If there are fewer than five previous settlement periods for the UCITS fund, all previous settlement periods are taken into account.

- b) Definition of the settlement period: The settlement period commences on October 1 and ends on September 30 of each calendar year. The settlement period may be reduced in cases such as mergers, shortened fiscal years, or the closure of the UCITS fund.
- c) Benchmark: The benchmark for the fund is the MSCI World Health Care TR Net. If the benchmark should cease to be applicable, the Company shall specify another comparable index to take the place of the named benchmark.
- d) Calculation of performance: The performance-based fee is calculated on each valuation date and settled annually at the end of the settlement period. The performance-based fee is determined by comparing the performance of the benchmark, converted into euro, with that of the net asset value per unit (see article 18 (1) of the General Terms and Conditions of Investment), calculated according to the BVI method (see www.bvi.de), in the settlement period.

The costs charged to the UCITS fund may not be deducted from the performance of the benchmark prior to comparison.

In accordance with the respective result of the comparison on each valuation date, any performance-based fee calculated is deferred in the UCITS fund for each unit issued, or an already recognized provision is reversed accordingly. Reversed provisions accrue to the UCITS fund. A performance-based fee may be withdrawn only if corresponding provisions have been recognized.

The performance-based fee may be withdrawn even if the net asset value per unit at the end of the settlement period is less than the net asset value per unit at the beginning of the settlement period (negative absolute unit performance). (...)."

The amendments to the General and Special Terms and Conditions of Investment will enter into force on March 15, 2024.

If unitholders do not accept the amendments to the General and Special Terms and Conditions of Investment, they can redeem their units in the UCITS fund free of charge. Please contact the institution maintaining your custody account in this regard.

The current Terms of Contract, the Sales Prospectus and the Key Information Document can be obtained from DWS Investment GmbH free of charge and online at www.dws.com.

Frankfurt/Main, Germany, March 2024

The Management