

DOMINATION AND PROFIT POOLING AGREEMENT

between

1. Deutsche Asset Management Holding SE, with its registered office in Frankfurt am Main, Germany, entered into the commercial register of the Local Court (*Amtsgericht*) of Frankfurt am Main under HRB 105926,

(hereinafter referred to as the "**Tax Group Parent**")

and

2. Deutsche Asset Management International GmbH, with its registered office in Frankfurt am Main, Germany, entered into the commercial register of the Local Court (*Amtsgericht*) of Frankfurt am Main under HRB 23891,

(hereinafter referred to as the "**Tax Group Subsidiary**")

§ 1 MANAGEMENT

- 1.1 The Tax Group Subsidiary puts the management of its business under the control of the Tax Group Parent. Accordingly, the Tax Group Parent is authorized to issue instructions to the management of the Tax Group Subsidiary in respect of managing its business. The Tax Group Subsidiary shall follow the instructions of the Tax Group Parent. The managing directors of the Tax Group Subsidiary remain responsible for managing and representing that company. In issuing its instructions, the Tax Group Parent will consider the sole responsibility of the Tax Group Subsidiary's management in accordance with the German Banking Act (*Kreditwesengesetz*) and the German Investment Code (*Kapitalanlagegesetzbuch*). The Tax Group Parent will not issue any instructions that, when followed, would cause the Tax Group Subsidiary or its governing bodies to breach the duties imposed on it or them under the German Banking Act or the German Investment Code.
- 1.2 The Tax Group Subsidiary shall treat all of its customers' information and data as strictly confidential. The Tax Group Parent will not issue any instructions to the Tax Group Subsidiary that would cause a breach of this confidentiality obligation.

- 1.3 The Tax Group Parent cannot issue instructions to the management of the Tax Group Subsidiary to amend, maintain or terminate this agreement.

§ 2 PROFIT TRANSFER

The Tax Group Subsidiary shall during the term of this agreement transfer its entire profit to the Tax Group Parent. With respect to the extent of profit transfer, § 301 German Stock Corporation Act (*Aktiengesetz*), as amended from time to time, applies *mutatis mutandis* in addition to and having priority over § 4 hereof.

§ 3 LOSS ABSORPTION

The Tax Group Parent shall during the term of this agreement absorb the losses of the Tax Group Subsidiary in accordance with all of the provisions of § 302 Stock Corporation Act, as amended from time to time.

§ 4 RECOGNITION OF RESERVES

The Tax Group Subsidiary may with the consent of the Tax Group Parent transfer amounts from its net income for the year to revenue reserves (§ 272 (3) German Commercial Code (*Handelsgesetzbuch*)), with the exception of the legal reserve, to the extent that this is permitted under the Commercial Code and economically justified in accordance with prudent business judgment.

§ 5 ENTRY INTO FORCE, TERM AND TERMINATION

- 5.1 In order to be valid, this agreement requires the consent of the general meeting of the Tax Group Parent and of the shareholder meeting of the Tax Group Subsidiary.
- 5.2 The agreement will enter into force upon entry into the commercial register for the registered office of the Tax Group Subsidiary and – with the exception of § 1 hereof (Management) – will apply with retrospective effect as of the beginning of the Tax Group Subsidiary's fiscal year in which this agreement enters into force. The provisions of § 1 hereof will apply from the date on which this agreement is entered into the commercial register for the registered office of the Tax Group Subsidiary.
- 5.3 The agreement is entered into for an indefinite term. The term of the agreement will run until at least December 31, 2022 or, if the agreement is not entered into the commercial register until after December 31, 2018, until the end of the Tax Group Subsidiary's fiscal year falling five years after the agreement entered into retrospective effect (minimum term). The agreement can be terminated – in writing and subject to a six-month notice period – for the first time at the end of the minimum term and thereafter at the end of a given fiscal year.
- 5.4 This Agreement may be terminated at any time with immediate effect for good cause. Good cause is deemed to exist in particular if the Tax Group Parent sells or contributes the Tax Group Subsidiary, or the Tax Group Parent or Tax Group Subsidiary is subject to a merger, spin-off or liquidation.

§ 6 Severability

Should one or more provision(s) of this agreement be or become void, invalid or unenforceable, in whole or in part, this shall not affect the validity or enforceability of the remaining provisions hereof. The void, invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the legal and economic intention of the Parties upon entering into this agreement had they considered that point. The foregoing shall apply *mutatis mutandis* to any omissions.

Frankfurt am Main, May 4, 2017

Deutsche Asset Management Holding SE

Dr. Herbert Schäffner

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Frankfurt am Main, May 4, 2017

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