



## **Rules for Registering Ownership of Accounts with Transfer on Death (TOD) Designation (“Rules”)**

### Transfer on Death (TOD) Rules and Definitions

A) These Rules govern the making, acceptance and execution of TOD directions for accounts registered or to be registered in beneficiary form. They may be amended from time to time and notice of any amendment shall be given to shareholders with accounts registered in TOD form. The agreement between the shareholder and Fund and the interest of the shareholder’s beneficiary embodied in these Rules shall be governed by and construed in accordance with the Nonprobate Transfers Law of Missouri. Shareholder hereby agrees that jurisdiction and venue shall be in a court of competent jurisdiction in Kansas City, Jackson County, Missouri, USA and irrevocably appoints the secretary of state of Missouri as its agent for the receipt of process or other notice in any judicial proceedings arising in connection with any TOD direction or Account.

B) Any notice, announcing that a change or amendment has been made to these rules governing registration of accounts in beneficiary form, may be given in any mailing to the Fund’s shareholders. The notice shall state the date from which the amended rules will apply to TOD registered accounts and how a shareholder may obtain a complete copy of the amended rules. The Rules and state law in effect on the day of the shareholder’s death shall govern the transfer to the shareholder’s beneficiary and the rights and obligations of the parties.

C) All directions, notices, claims or other communications that the shareholder or the shareholder’s beneficiary is required by these Rules to furnish to the Fund shall be sent to the Fund’s transfer agent as shown in the Fund prospectus or such other address as the Fund may from time to time specify in a written notice to the shareholder.

D) For the purpose of these Rules and unless the context otherwise requires:

1. “Person” includes living individuals, entities capable of owning property and fiduciaries.
2. “Primary Beneficiary” means a named person or persons designated by a shareholder in a TOD direction who is to take upon surviving the shareholder.
3. The words “transfer on death to” or “TOD” are shown on the account records immediately following the name of the shareholder(s) and before the designation of the beneficiary. It is a direction to transfer on death of the shareholder or on the death of the surviving joint tenant the account to the surviving beneficiary designated by the shareholder in a TOD direction. “TOD” is an abbreviation sometimes used in these rules for the words “transfer on death to.” References to the death of a shareholder shall mean the death of the surviving joint tenant shareholder.

4. "Fund" means (i) any DWS funds held in the account at any time, (ii) the Fund's transfer agent and/or shareholder service agent, currently DWS Service Company, and (iii) their respective affiliates, officers, directors, employees and agents.
5. "Joint owners" means persons who hold the account jointly with the right of survivorship and a husband and wife who hold the account as tenants by the entirety.
6. "Account" means an account holding a shareholder's uncertificated shares and unpaid distributions.
7. "Distributions" means income dividends and capital gain dividends or distributions.
8. "Shareholder" means the account's registered owner or, if the account is held by two or more joint owners, any such owners or the survivor of them.
9. "Contingent Beneficiary" means a person designated by a shareholder in a TOD direction who is to take ownership upon surviving the shareholder if the primary beneficiary fails to survive the shareholder.
10. "%" means percent. The portion of the shareholder's interest that is to be transferred to a beneficiary.
11. When the word "survive" or its derivatives is used, it means surviving the shareholder or surviving the joint tenant shareholder as provided in these Rules.
12. "Per capita" means that shares pass to all living beneficiaries as indicated. The shares of any beneficiaries who die before the owner of the account are divided among the surviving beneficiaries. If a primary beneficiary does not survive the owner, the percentage of that beneficiary's share is divided equally among the surviving primary beneficiary(ies). Secondary beneficiaries receive distributions only if there are no surviving primary beneficiaries, or if all surviving primary beneficiaries disclaim their rights to the assets of the account.
13. "LDPS" means an abbreviation following the name of a primary or contingent beneficiary which refers to a class of unnamed persons who are the lineal descendants per stirpes of the primary or contingent beneficiary, and who are to take, upon surviving the shareholder, in the place of and with the same priority as the beneficiary would have taken if the beneficiary had survived the shareholder. Lineal descendants, taking as substitutes for a beneficiary, if they are of the same degree of kinship to the nonsurviving beneficiary, share equally, but if they are of unequal degree, then those of more remote degree take the share of their parent by representation. Example: John Jones, an individual owner, specifies in a TOD direction that the TOD beneficiary on his account is William Jones LDPS and Susan Jones LDPS. If William Jones does not survive John Jones but has two children who survive John Jones, the children would each receive one-half of William Jones's share. If Susan Jones does not survive John Jones but has one child who survives John Jones and one who does not, and two grandchildren (children of Susan Jones's deceased child) who survive John Jones, Susan Jones's child would receive one-half of her share and the grandchildren would each receive one-quarter of her share.

#### Registration of accounts and certificates in beneficiary form

A) A TOD direction remains revocable until the death of the shareholder or the death of the last survivor of joint shareholders and may not be made irrevocable. Except as provided herein, a TOD direction may

only be revoked or changed when a written request is submitted by the shareholder in proper form and accepted by the Fund. A TOD direction may not be revoked or changed by a provision in any shareholder's will, or by any telephone conversation.

B) A written request for revocation or change in a TOD direction for an account is effective when submitted by the shareholder in proper form, to and accepted by, the Fund prior to the shareholder's death. If the account is owned by joint shareholders, while both shareholders are living, a written request to revoke or change the TOD direction for an account must be signed by both shareholders.

C) A guardian, conservator or attorney-in-fact may not revoke or change a TOD direction of the shareholder except by court order approving the revocation or change.

D) Aside from the exceptions provided in these Rules, if the ownership of a TOD account is subsequently changed by the shareholder(s) of the account, all TOD beneficiary designations are revoked and a new TOD Application must be completed to reinstate TOD designations.

E) If a shareholder who has an effective TOD registration pledges shares and the account registration is changed to include the name of the pledgee, the TOD direction is revoked. When Fund shares are pledged and the account registration has not been changed to include the name of the pledgee, the TOD direction is not revoked. However, any death benefit rights of a TOD beneficiary are subject to satisfaction of the pledge if the shareholder dies before the pledge is terminated.

F) If a child or children are born to or adopted by the shareholder after the shareholder makes a TOD designation which is in force at the shareholder's death, such child or children shall not be entitled to any portion of the shareholder's account by reason of the shareholder's death.

G) The death of any one joint owner of an account registered in TOD form will not revoke the TOD registration. Upon the death of any one joint owner, the account will be transferred to the surviving joint owner(s) when the Fund receives documentation otherwise required on the death of a joint owner. The surviving joint tenant(s) may change or delete the TOD registration in accordance with these Rules.

H) 1. A TOD beneficiary, including a lineal descendant substitute of a nonsurviving TOD beneficiary when LDPS distribution has been selected, is not entitled to a transfer of the shareholder's account unless the beneficiary survives the shareholder's death by 120 hours. If a TOD beneficiary survives the shareholder by 120 hours and subsequently dies, any TOD transfer designated for the deceased beneficiary will be made to the estate of the deceased beneficiary. If the time of death of the shareholders, or of a TOD beneficiary or any of them, cannot be determined, and it cannot be established that a TOD beneficiary has survived the shareholder or the last surviving joint tenant shareholder by 120 hours, it will be deemed that the beneficiary failed to survive for the required period, and the Fund shall execute the TOD direction and make the transfer as if the beneficiary had not survived the death of the shareholder or the last surviving joint tenant shareholder.

2. A legal entity designated as a beneficiary that does not exist on the date of the shareholder's death will be deemed not to have survived the shareholder.

I) 1. If, after a shareholder makes a beneficiary designation in favor of the shareholder's spouse, the marriage is dissolved or annulled and the shareholder and that beneficiary are not married to each other at the shareholder's death, the beneficiary designation in favor of the shareholder's former spouse or a

relative of the shareholder's former spouse is revoked on the date the marriage is dissolved, whether or not the beneficiary designation refers to marital status. The former spouse or relative of the former spouse shall be deemed to have predeceased the shareholder.

2. Subsection 1 of this Section I does not apply to a beneficiary designation in favor of a spouse that is made after the marriage was dissolved, or that expressly states that marriage dissolution shall not affect the designation of a spouse or relative of the spouse as beneficiary. Additionally, Subsection 1 of this Section I does not apply to a beneficiary designation that is made pursuant to a written agreement between a shareholder and the shareholder's spouse or a court order with respect to a property settlement on dissolution of their marriage.

J) The Fund shall not be responsible to any TOD designated beneficiary for dividends or other distributions issued and/or paid from a TOD account after the shareholder's death but before presentation of the documents required by the Fund.

K) 1. TOD directions will not be accepted from an attorney-in-fact or from tenants in common, life tenants, fiduciaries, partnerships, corporations, associations, or other legal entities or community property registrations.

2. A TOD beneficiary may not be designated for a limited estate of the shareholder's interest in the account, and no attempted direction to transfer the account to a beneficiary for a term of years or for the life of the beneficiary will be accepted.

3. The Fund may refuse to accept a TOD direction if the number of beneficiaries and/or the length of their descriptions makes it impractical, in the Fund's sole discretion, to accurately execute the shareholder's TOD direction.

#### Incidents of TOD instructions

A) A TOD direction remains revocable until the death of the shareholder or the death of the last survivor of joint shareholders and may not be made irrevocable. Except as provided herein, a TOD direction may only be revoked or changed when a written request is submitted by the shareholder in proper form and accepted by the Fund. A TOD direction may not be revoked or changed by a provision in any shareholder's will, or by any telephone conversation.

B) A written request for revocation or change in a TOD direction for an account is effective when submitted by the shareholder in proper form, to and accepted by, the Fund prior to the shareholder's death. If the account is owned by joint shareholders, while both shareholders are living, a written request to revoke or change the TOD direction for an account must be signed by both shareholders.

C) A guardian, conservator or attorney-in-fact may not revoke or change a TOD direction of the shareholder except by court order approving the revocation or change.

D) Aside from the exceptions provided in these Rules, if the ownership of a TOD account is subsequently changed by the shareholder(s) of the account, all TOD beneficiary designations are revoked and a new TOD Application must be completed to reinstate TOD designations.

E) If a shareholder who has an effective TOD registration pledges shares and the account registration is changed to include the name of the pledgee, the TOD direction is revoked. When Fund shares are

pledged and the account registration has not been changed to include the name of the pledgee, the TOD direction is not revoked. However, any death benefit rights of a TOD beneficiary are subject to satisfaction of the pledge if the shareholder dies before the pledge is terminated.

F) If a child or children are born to or adopted by the shareholder after the shareholder makes a TOD designation which is in force at the shareholder's death, such child or children shall not be entitled to any portion of the shareholder's account by reason of the shareholder's death.

G) The death of any one joint owner of an account registered in TOD form will not revoke the TOD registration. Upon the death of any one joint owner, the account will be transferred to the surviving joint owner(s) when the Fund receives documentation otherwise required on the death of a joint owner. The surviving joint tenant(s) may change or delete the TOD registration in accordance with these Rules.

H) 1. A TOD beneficiary, including a lineal descendant substitute of a nonsurviving TOD beneficiary when LDPS distribution has been selected, is not entitled to a transfer of the shareholder's account unless the beneficiary survives the shareholder's death by 120 hours. If a TOD beneficiary survives the shareholder by 120 hours and subsequently dies, any TOD transfer designated for the deceased beneficiary will be made to the estate of the deceased beneficiary. If the time of death of the shareholders, or of a TOD beneficiary or any of them, cannot be determined, and it cannot be established that a TOD beneficiary has survived the shareholder or the last surviving joint tenant shareholder by 120 hours, it will be deemed that the beneficiary failed to survive for the required period, and the Fund shall execute the TOD direction and make the transfer as if the beneficiary had not survived the death of the shareholder or the last surviving joint tenant shareholder.

2. A legal entity designated as a beneficiary that does not exist on the date of the shareholder's death will be deemed not to have survived the shareholder.

I) 1. If, after a shareholder makes a beneficiary designation in favor of the shareholder's spouse, the marriage is dissolved or annulled and the shareholder and that beneficiary are not married to each other at the shareholder's death, the beneficiary designation in favor of the shareholder's former spouse or a relative of the shareholder's former spouse is revoked on the date the marriage is dissolved, whether or not the beneficiary designation refers to marital status. The former spouse or relative of the former spouse shall be deemed to have predeceased the shareholder.

2. Subsection 1 of this Section I does not apply to a beneficiary designation in favor of a spouse that is made after the marriage was dissolved, or that expressly states that marriage dissolution shall not affect the designation of a spouse or relative of the spouse as beneficiary. Additionally, Subsection 1 of this Section I does not apply to a beneficiary designation that is made pursuant to a written agreement between a shareholder and the shareholder's spouse or a court order with respect to a property settlement on dissolution of their marriage.

J) The Fund shall not be responsible to any TOD designated beneficiary for dividends or other distributions issued and/or paid from a TOD account after the shareholder's death but before presentation of the documents required by the Fund.

#### Transfer to TOD beneficiaries upon death of last surviving shareholder

A) A written request for the execution of the TOD direction may be made by any TOD beneficiary or the personal representative of the shareholder's estate. The Fund shall transfer the account and any unpaid distributions to the beneficiary(ies) who survive(s) the shareholder upon the Fund's receipt of documentation as designated by the Fund.

B) If a single primary beneficiary has been designated and survives, the transfer shall be made to the primary beneficiary. If LDPS distribution has been selected for the primary beneficiary and the primary beneficiary does not survive the shareholder, the transfer shall be made to the primary beneficiary's lineal descendants per stirpes who survive the shareholder.

C) If multiple primary beneficiaries have been designated, the transfer shall be made to the surviving primary beneficiaries in equal shares or in the percentage stated in the TOD direction for each primary beneficiary. If LDPS distribution has been selected for a primary beneficiary who does not survive the shareholder, the nonsurviving beneficiary's share shall be transferred to that beneficiary's lineal descendants per stirpes who survive the shareholder.

D) If a multiple primary beneficiary does not survive the shareholder and LDPS distribution has not been selected or, if LDPS distribution has been selected and the nonsurviving primary beneficiary has no lineal descendants who survive the shareholder, the nonsurviving primary beneficiary's share shall be transferred in equal amounts to the surviving primary beneficiaries, and the surviving lineal descendants per stirpes of nonsurviving primary beneficiaries for whom LDPS distribution has been selected, in the proportion that their shares bear to each other.

E) If a single primary beneficiary does not survive the shareholder and LDPS distribution has not been selected or, if LDPS distribution has been selected and the nonsurviving primary beneficiary has no lineal descendants who survive the shareholder, the nonsurviving primary beneficiary's share shall be transferred to the surviving contingent beneficiaries in equal shares or in the percentage stated in the TOD direction for each contingent beneficiary, and the surviving lineal descendants per stirpes of nonsurviving contingent beneficiaries for whom LDPS distribution has been selected, in equal shares or in the percentage stated in the TOD direction for each contingent beneficiary.

F) If a multiple contingent beneficiary does not survive the shareholder and LDPS distribution has not been selected, or if LDPS distribution has been selected and the nonsurviving contingent beneficiary has no lineal descendants who survive the shareholder, the nonsurviving contingent beneficiary's shares shall be transferred in equal amounts to the surviving contingent beneficiaries, and the surviving lineal descendants per stirpes of nonsurviving contingent beneficiaries for whom LDPS distribution has been selected, in the proportion that their shares bear to each other.

G) If a shareholder making a TOD direction has no primary or contingent beneficiaries who survive the shareholder's death and, where LDPS distribution has been selected, and none of the beneficiaries has lineal descendants who survive the shareholder, the transfer shall be made to the shareholder's estate for distribution according to the laws of Missouri governing succession to property owned by the shareholder at death.

H) If no percentage of the shareholder's interest is stated for multiple beneficiaries, either primary or contingent, then surviving multiple beneficiaries, and the surviving lineal descendant substitutes of a

nonsurviving beneficiary for whom LDPS distribution has been selected, share equally. If a percentage of the shareholder's interest is stated for multiple beneficiaries, either primary or contingent, then surviving multiple beneficiaries, and the surviving lineal descendant substitutes of a nonsurviving beneficiary for whom LDPS distribution has been selected, share in the proportion that their shares bear to each other.

I) If LDPS distribution has been selected, then surviving lineal descendant substitutes of a nonsurviving beneficiary take the share of their deceased parent by representation as provided by Rule 4H and do not share equally with named beneficiaries.

J) If, within one year of the shareholder's death, it has not been determined that a nonsurviving beneficiary for whom LDPS distribution applies had lineal descendants or that any of the nonsurviving beneficiary's lineal descendants survived the shareholder, then the transfer may be made as is would be made if the beneficiary's descendants did not survive the shareholder.

K) There is no right of survivorship among multiple TOD beneficiaries who do not survive the shareholder's death by 120 hours. The share of any subsequently deceased beneficiary shall be transferred to that beneficiary's estate.

L) Whenever a transfer is directed by LDPS following a beneficiary's name to the beneficiary's lineal descendants per stirpes, the transfer shall be made to such children and more remote lineal descendants of the named beneficiary who survive the shareholder, and in such proportions, as would result if such survivors were inheriting the shares as personal property of the named beneficiary under the laws of Missouri if the named beneficiary had died more than 120 hours after the death of the shareholder intestate, unmarried and domiciled in Missouri.

M) If a surviving beneficiary or descendant substitute disclaims a transfer under a TOD direction in whole or in part and in a manner provided by law, before the Fund makes a transfer pursuant to the TOD direction, the portion disclaimed shall be transferred as if the beneficiary or descendant had not survived the shareholder or descendant had not survived the shareholder. The possibility that a surviving beneficiary or descendant substitute may disclaim a transfer shall not require the Fund to withhold making the transfer in the normal course of business.

N) The execution of the TOD direction cannot be made under 4J above if a beneficiary cannot be located because the required information and documentation cannot be provided. However, if a beneficiary or beneficiary substitute is missing and does not furnish the Fund with the required information and documentation within one year of the death of the shareholder, the Fund may in its discretion transfer the shares as if the missing beneficiary or beneficiary substitute did not survive the deceased shareholder.

#### Protection of the fund for TOD transfers

A) The shareholder agrees that the Fund shall have the protection provided in these Rules for executing the shareholder's TOD direction to transfer the shareholder's account and unpaid distributions on the shareholder's death to the shareholder's TOD beneficiary in accordance with the shareholder's TOD direction and these Rules.

B) The Fund may rely and act upon any document reasonably believed by it to be genuine, including: (i) a certified or authenticated copy of a death certificate issued by an official or agency of the place where the death occurred as showing the fact, place, date, time of death and the identity of the decedent, and (ii) a certified copy of any report or record of a governmental agency, domestic or foreign, that a person is missing, detained, dead or alive and the dates, circumstances and places disclosed by the record or report.

C) The Fund shall not have any duty (i) to verify information in a request for execution of the shareholder's TOD direction submitted in accordance with Rule 4A; (ii) to give notice to any person of the date, manner and/or persons to whom a transfer will be made under the shareholder's TOD direction except as provided in Rule 5D; (iii) to attempt to locate any beneficiary; or lineal descendant substitute, or determine whether a nonsurviving beneficiary or descendant has lineal descendants who survived the shareholder; (iv) to locate a trustee or custodian, obtain appointment of a successor trustee or custodian, or discover the existence of a trust instrument or will that creates an express trust; (v) to determine any fact or law that would cause the shareholder's TOD direction to be revoked in whole or in part as to any person because of change in marital status or other reason or that would qualify or disqualify any person to receive a distribution provided in the shareholder's TOD direction, or change the distribution provided in the shareholder's TOD direction; (vi) to respond to inquiries from anyone other than the shareholder during the shareholder's lifetime; or (vii) to mail any notices with respect to these Rules to an address other than the address of record.

D) 1. The Fund shall have no duty to withhold making the transfer based upon knowledge of any fact or claim adverse to the transfer that is to be made, unless, prior to the transfer, the Fund receives written notice, at a place and time and in a manner which affords a reasonable opportunity to act upon it before the transfer is made, that (i) asserts a claim of beneficial interest in the transfer adverse to the transfer to be made; (ii) gives the name of the claimant and an address for communications directed to the claimant; (iii) identifies the deceased shareholder and the property to which the claim applies; and (iv) states the amount and nature of the claim as it affects the transfer.

2. If a notice as provided in paragraph (1) of this Rule 5D is received by the Fund, the Fund may discharge any duty to the shareholder, shareholder's estate, the shareholder's beneficiary or beneficiaries and the claimant by sending a notice by registered or certified mail (or any other method where delivery can be reasonably evidenced) to the claimant and the persons named in a request for transfer at the addresses given in the notice of claim and request for transfer, stating the number of shares and unpaid distributions to be transferred and the person to whom the transfer will be made.

3. No other notice or other information shown to have been received by the Fund or its agents; or the employees of the Fund or its agents shall affect the Fund's right to the protections provided for in these Rules and in the Nonprobate Transfers Law of Missouri.

E) The Fund shall not have any responsibility for the application or disposition of the shares, dividends and other proceeds transferred to a trustee or a custodian under the shareholder's TOD direction; and receipt by the trustee or custodian shall fully discharge the Fund from liability to any beneficiary of the trust or custodial property.

F) Notwithstanding the protections provided the Fund in these Rules, in the event the Fund receives any notice of a claim or fact adverse to the transfer to be made or is uncertain for any reason as to the

beneficiary(ies) entitled to receive a transfer, or in the event of a dispute by any beneficiary or the deceased shareholder's estate or any person claiming through the deceased shareholder as to the proper transfer, or of claims to TOD accounts by creditors of the shareholder's estate, surviving spouse, personal representative, heirs or others, the Fund reserves the right to require the parties to adjudicate their respective rights, or to furnish an indemnity bond protecting the Fund. In the event of a dispute over disposition of a TOD account, the Fund may, in its sole discretion, pay the proceeds of such TOD account into a court and obtain reimbursement from the account proceeds for reasonable attorney fees, expenses and costs resulting thereby.

G) A transfer by the Fund of shares and unpaid distributions in accordance with these Rules and the shareholder's TOD direction, in good faith and in reliance upon information deemed reliable by the Fund, discharges the Fund from all claims for the shares transferred and the amounts paid, whether or not the transfer or payment is consistent with the beneficial ownership of the account as among the shareholder and other parties, the beneficiary(ies) and their successors. The remedy of the rightful transferees shall be limited to an action against the improper transferees.

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