

## FUND RULES FOR CATELLA SVERIGE AKTIV HÅLLBARHET

### § 1 The legal status of the fund

The name of the fund is **Catella Sverige Aktiv Hållbarhet**, hereinafter referred to as the Fund. The Fund is a UCITS fund pursuant to the Swedish Investment Funds Act (SFS 2004:46).

The Fund is intended for the general public (natural and legal persons) and the assets of the Fund are owned jointly by the fund unit holders. Each fund unit confers equal right to the property that makes up the Fund, adjusted for the specific terms that apply to each unit class below. The Fund may not acquire rights or assume obligations. Nor may the Fund be brought before a court or any other authority. The Swedish Management Company in § 2 (the Management Company) represents the holders of fund units in all matters regarding the Fund, decides over property included in the Fund and exercises the rights pertaining to such property.

The Fund is managed in accordance with these fund rules, the articles of association of the Management Company, the Swedish Investment Funds Act and other applicable statutes.

#### **The fund has three unit classes:**

A SEK retail class.

B SEK including conditions applying to distribution

C SEK including conditions applying to distribution

Unit classes B and C are accessible only to:

- Investors that, within the framework of investment services in accordance with chapter 2, section 1 of the Securities Market Act (2007:528) or equivalent Swedish or foreign regulations, invest in the Fund, provided there is a written agreement between the Management Company and the investment services provider, or an intermediary in the distribution chain that, as worded, covers investments in the unit class and sets forth that the investment does not entitle the provider of investment services to compensation from the Management Company, and
- Insurance firms that, within the framework of agreements with policyholders, invest in the Fund, provided that there is a written agreement between the Management Company and the insurance firm or an insurance distributor that, as worded, covers the insurance firm's investments in the unit class and sets forth that the investment does not entitle the insurance firm or insurance distributor to compensation from the Management Company.

Units in unit class A must be transferred to unit class B or C when the conditions for holdings in unit class B or C are met.

Units in unit class B or C must be transferred to unit class A when the prerequisites according to the conditions for holdings in unit class B or C no longer exist.

The fund unit classes differ in terms of charges as set forth in these fund rules.

## **§ 2 Fund manager**

The fund is managed by Catella Fondförvaltning AB, corporate registration number 556533-6210, hereinafter referred to in these fund rules as the Management Company.

## **§ 3 Depositary and its duties**

The depositary for the Fund is Skandinaviska Enskilda Banken (publ), corporate registration number 502032-9081, hereinafter referred to as the Depositary. The duty of the Depositary includes implementation of the Management Company's decisions with regard to the Fund provided these are not in contravention of the provisions of the Swedish Investment Funds Act or these fund rules. The Depositary shall also accept and hold the property that makes up the Fund and ensure that:

- Sales and redemptions of fund units take place in accordance with the provisions of the Swedish Investment Funds Act and these fund rules;
- The value of the fund units is calculated in accordance with the provisions of the Swedish Investment Funds Act and these fund rules;
- The Fund's assets are deposited with the Depositary without delay;
- The Fund's assets are used in accordance with the provisions of the Swedish Investment Funds Act and these fund rules.

## **§ 4 Characteristics of the fund**

The Fund is an actively managed equity fund that invests primarily in Swedish equities and equity-related derivative instruments. The Fund also has the ability, to a limited extent, to invest in bonds and money market instruments in order to obtain a return on its cash and cash equivalents. The objective of the fund management is to achieve a higher return than the average on the Swedish equity market with a well-diversified spread of risk in the Fund.

The Fund's choice of investments takes place through a combination of financial analysis and sustainability analysis.

The fund seeks to take advantage of opportunities when the expectations surrounding a company are deemed to be low, thus utilising the price movements that arise if the market re-values the company.

## **§ 5 The Fund's investment strategy**

The Fund shall invest its assets in transferable securities, fund units, money-market instruments, and derivative instruments in which the underlying assets comprise equities and/or equity indexes. In normal cases, the Fund's assets will be at least 90 percent invested in equity-related financial instruments. A maximum of 25 percent of the Fund's assets may be invested in interest-bearing transferable securities, money market instruments and other promissory notes. A maximum of 10 percent of the Fund's assets may be invested in fund units.

The Fund's assets may not be invested in companies that violate any of the 10 principles of the UN Global Compact.

Investments in financial indexes or fund units can be made to manage the flows and liquidity of the Fund. These indexes and fund units must comprise at least 90 percent underlying companies that comply with the 10 principles of the UN Global Compact.

For more information regarding Global Compact, please refer to the Prospectus for the Fund.

## **§ 6 Market places**

The Fund's assets will be mainly invested in a regulated market, trading platform/MTF or other market that is regulated and open to the public in Sweden, but may also be invested on a regulated market, trading platform/MTF or other market that is regulated and open to the public within the EEA or on an equivalent market in the USA. Purchases and sales of fund units are made at the respective Swedish Management Company or foreign collective investment undertaking.

## **§ 7 Special investment strategy**

The Fund's assets may be invested in transferable securities and money-market instruments referred to in Chapter 5, Section 5, Paragraph 1 of the Swedish Investment Funds Act corresponding to a holding not exceeding 10 percent of the Fund's net asset value.

The Fund may invest in derivative instruments as part of its investment strategy.

The Fund is able to invest in OTC derivatives (in accordance with Chapter 5, Section 12 Paragraph 2 of the Swedish Investment Funds Act).

Securities lending corresponding to a maximum of 20 percent of the Fund's net asset value may be made secured against adequate collateral and on customary industry terms.

## **§ 8 Valuation**

The net asset value of the Fund is calculated by deducting from the assets (financial instruments, cash and cash equivalents and other assets including accrued returns) those liabilities related to the Fund including accrued expenses and taxes.

Financial instruments included in the Fund are valued at market value.

The net asset value of the Fund is calculated by deducting liabilities related to the Fund, including accrued expenses and taxes, from the assets (financial instruments, cash and cash equivalents and other assets including accrued returns).

Financial instruments included in the Fund are valued at fair value (market value). The last price paid is normally used to determine the market value of financial instruments. If such price information is unavailable or misleading, the latest bid or ask price is used. If the Management Company deems the aforementioned valuation methods to be misleading, value will be determined based upon other objective grounds. Objective grounds refers to valuation based upon available information on the last price paid in relation to external transactions in instruments or an indicative bid price from a market maker, if a market maker has been appointed by the issuer. If such information is unavailable or is deemed unreliable by the Management Company, fair value is determined according to generally accepted valuation models based on information from independent brokers or other external independent sources.

The fair value of transferable securities and money market instruments as referred to in Chapter 5 § 5 IFA is determined according to that stated in the preceding paragraph. Public information on the latest price paid as well as the last bid and ask price is usually not available for OTC derivatives. The fair value of OTC derivatives is therefore normally determined based upon generally accepted valuation models, such as Black & Scholes, or valuation provided by a independent third party.

The value of a fund unit in each unit class is the net asset value of the Fund divided by the number of outstanding fund units with adjustment made consequent upon the charges applied to each unit class.

The value of a unit in each unit class is calculated regularly every banking day by the Management Company and published on the Management Company's website.

## **§ 9 Sales (subscriptions) and redemptions of fund units and transfers between unit classes**

### Sales and redemptions of fund units

Fund units are sold (purchases by fund unit holders) and redeemed (sales by fund unit holders) by the Management Company. Sales can be made both through one-time subscription or monthly savings. No charges are deducted for the sale and redemption of units. For unit classes B SEK including conditions applying to distribution and C SEK including conditions applying to distribution is that sales and redemptions of fund units only can be done provided there is a written agreement between the Management Company and the investment services provider/ insurance firm.

Sales and redemptions can be made on any banking day. Request for sales and redemptions shall be made in writing to the Management Company on a form provided by the Management Company or according to instructions by the Management Company. The price per fund unit upon subscription and redemption may not be limited. Requests for sales and redemption may only be revoked with the consent of the Management Company. More detailed terms and conditions for sales and redemptions of fund units are provided in the prospectus.

Upon redemption of fund units, payment is normally made within 5 banking days following execution of the redemption.

The sale and redemption price for a fund unit is the net asset value of the fund unit at the date of sale or redemption calculated as in Section 8. The price is unknown to the client/unit holder at the time of request. Information on the sale and redemption price for fund units is provided each banking day by the Management Company on its website.

Fund units will be redeemed on the redemption date requested if funds are available in the Fund. If funds for the redemption must be obtained through the sale of assets of the Fund such sales will take place and redemption will be executed as soon as possible. If such a sale would significantly disadvantage other unit holders' interests, the Management Company may delay the sale, following notification to Finansinspektionen (the Swedish Financial Supervisory Authority).

The Fund is not open for sales and redemptions on banking days when a valuation of the Fund's assets cannot be conducted in a manner that assures the equal rights of fund unit holders, such as a consequence of one or more of the markets on which the Fund's trade takes place and/or underlying funds being partly or entirely closed or due to such extraordinary circumstances referred to in Section 10.

#### Transfer of fund units

Units in unit class A must be transferred to unit class B or C when the conditions for holdings in either of these unit classes are met. If the conditions for holdings in both unit class B and unit class C are met, the units must be transferred to unit class C.

Units in unit class B must be transferred to unit class C when the prerequisites for holdings in unit class C are met. If neither the conditions for holdings in unit class B nor unit class C are met, the units in unit class B must be transferred to unit class A.

When the conditions for holdings in unit class C are not met, units in unit class C must be transferred to unit class B if the conditions for holdings in unit class B are met. Otherwise, the units must be transferred to unit class A.

The transfer will be executed on a banking day determined by the Management Company. On the transfer date, the investor will receive units in the unit class to which the transfer is to be made to a value equal to the value of the investor's units in the prior unit class. The value of the units in each unit class will correspond to the sale and redemption prices for the relevant unit classes in effect on the date of transfer.

### **§ 10 Extraordinary circumstances**

The Fund may be closed for sales and redemptions if there exist extraordinary circumstances whereby a valuation of the Fund's assets cannot be made in a manner that assures the equal rights of the fund unit holders.

### **§ 11 Payments and charges**

Payment may be made from the Fund's assets for storage, management, analysis, administration, accounting and record keeping, supervision and auditing of the Fund.

The Fund applies the following maximum charge;

For unit class A SEK retail class 1.65 percent per year, of which fixed compensation to the Management Company shall not exceed 1.50 percent per year and is calculated daily on the Fund's net asset value.

For unit class B SEK including conditions applying to distribution, 0.90 percent per year, of which fixed compensation to the Management Company shall not exceed 0.75 percent per year and is calculated daily on the Fund's net asset value.

For unit class C SEK including conditions applying to distribution, 0.75 percent per year, of which fixed compensation to the Management Company shall not exceed 0.60 percent per year and is calculated daily on the Fund's net asset value.

Fixed remuneration of the Depositary shall not exceed 0.15 percent of the Fund's net asset value per year. Charges are deducted from the Fund monthly.

Value-added tax may be added to the above payments.

Brokerage and other expenses attributable to the Fund's purchases and sales of financial instruments and tax are paid directly from the Fund. The Fund may, to the extent permitted by current legislation, also be charged expenses for analysis.

## **§ 12 Dividends**

The Fund will not pay dividends.

## **§ 13 Financial year of the Fund**

The financial year for the Fund is the calendar year.

## **§ 14 Half-year reporting and annual reporting, changes to fund rules**

The Management Company shall prepare annual and half-year reports for the Fund within four and two months, respectively, of the end of the financial year and half-year. The half-yearly report and the annual report shall be made available to unit holders at the Management Company and the Depositary and shall, free of charge, be provided within the above time frames to those unit holders that have requested this information.

Any decision by the board of directors of the Management Company to amend these fund rules must be submitted to Finansinspektionen for approval. The decision regarding amended fund rules shall be published by being kept available at the Management Company and Depositary and be announced in the manner prescribed by Finansinspektionen.

## **§ 15 Pledging and transfer**

In conjunction with the pledge of fund units the pledge holder and/or pledging party must notify the Management Company in writing. The notice shall set forth the identity of the unit holder, the identity of the pledge holder, the fund units covered by the pledge and any restrictions on the scope of the pledge.

The notice must be signed by the pledging party. The Management Company shall record the information about the pledge in the register of unit holders and notify the pledging party thereof in writing. When the pledge has expired the Management Company shall, following notification from the pledge holder, remove the information about the pledge from the register.

The Management Company is entitled to charge the unit holder a fee for administration of the pledge.

Unit holders are permitted to transfer fund units.

## § 16 Limitation of liability

### *The Management Company*

The liability of the Management Company for damages is regulated under Chapter 2. Section 21 of the Swedish Investment Funds Act.

The Management Company shall not be liable for damage arising as a consequence of Swedish or foreign legislation, acts of Swedish or foreign governmental authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation with respect to strikes, blockades, boycotts, and lockouts shall apply notwithstanding that the Management Company is itself the subject of, or executes, such measure.

Damage which arises in other cases than those in the first paragraph above shall not be compensated by the Management Company, where it has exercised normal care. The Management Company shall not be liable in any circumstance for indirect damage or damage caused by a – Swedish or foreign – exchange or other market place, custodian bank, central securities depository, clearing organisation, or others that provide equivalent services, or other party retained by the Management Company in the exercise of due care, nor for damage which may arise as a consequence of restrictions on the right of disposition which may be applied against the Management Company. The same shall apply to damage caused by the above organisations or retained parties becoming insolvent.

In the event the Management Company is prevented from effecting measures as a consequence of a circumstance set forth in the first paragraph above, these measures may be postponed until such time as the impediment has ceased.

### *The Depository*

The liability of the Depository for damages is regulated under Chapter 3, Sections 14-16 of the Swedish Investment Funds Act.

In the event the Depository or a custodian bank has lost financial instruments held in custody at the Depository or a custodian bank, the Depository shall without undue delay return financial instruments of identical type or pay the corresponding value to the Management Company on the Fund's behalf. The Depository shall, however, not be held liable if the loss of the financial instruments was caused by an external event beyond the reasonable control of the Depository and whose consequences were impossible to avoid, even though all reasonable efforts were made to do so, such as loss arising from Swedish or foreign legal enactment, measures taken by the Swedish government or a foreign government, act of war, strike, blockade, boycott, lockout or comparable circumstance. The reservation with respect to strikes, blockades, boycotts, and lockouts shall apply notwithstanding that the Depository is the object of or institutes such a measure.

The Depository shall not be liable for damage other than such damage as referred to in the preceding paragraph unless the Depository intentionally or negligently caused such other damage. Nor shall the Depository be liable for such other damage if the circumstances mentioned in the first paragraph are present.



Nor shall the Depositary be held liable for damage caused by a – Swedish or foreign – exchange or other market place, registrar, clearing organisation, or others that provide equivalent services, nor – for damage other than that mentioned in the first paragraph –for damage caused by a custodian bank or other party retained and regularly monitored by the Depositary with due skill, care and diligence or that is referred by the Management Company. The Depositary shall not be held liable for damage caused by the above organisations or retained parties becoming insolvent.

The Depositary shall not be held liable for damage caused to the Management Company, investors in Funds, Funds or others as a consequence of restrictions on the right of disposition which may be imposed upon the Depositary with regard to securities. The Depositary shall not be liable in any circumstance for indirect damage.

If the Depositary is prevented in whole or in part from taking measures in accordance with this agreement as a consequence of a circumstance set forth in the first paragraph, these measures may be delayed until the impediment has ceased to exist. If payment is delayed, the Depositary shall not pay penalty interest. If the Depositary is prevented from accepting payment for the Fund by reason of a circumstance set forth in the first paragraph, the Depositary shall have the right to interest for the period during which the impediment existed only in accordance with the terms in effect on the due date.

## **§ 17 Permitted investors**

The circumstance that the Fund is directed at the general public does not mean that it is directed at such investors whose purchases or holdings of units in the Fund contravene the provisions of Swedish or foreign law or regulation. Nor is the Fund directed at such investors whose subscriptions or holdings of units in the Fund would obligate the Fund or the Management Company to take registration measures or other measures that the Fund or Management Company would not otherwise be obligated to perform.

The Management Company has the right to decline to issue units to such investors referred to above.

The Management Company may redeem a unitholder's units in the Fund - notwithstanding the objections of such a unitholder - if it proves that the unitholder has acquired units in the Fund in contravention of the provisions of Swedish or foreign law or ordinance or that the Management Company has by reason of a unitholder's acquisition of or holdings in the Fund become obligated to take registration measures or other measures for the Fund or the Management Company that the Fund or Management Company would not be obligated to perform if the unitholder did not hold units in the Fund. The units shall be redeemed on the date determined by the Management Company and in accordance with that provided in section 9 of the fund rules.