### FUND RULES FOR XACT OBX (UCITS ETF)

§ 1

## The fund's legal status

The fund's name is XACT OBX (UCITS ETF). The fund is a UCITS fund in accordance with the Swedish Investment Funds Act (2004:46).

The fund consists of liquid assets and financial instruments provided to the fund by those investing in the fund and, thereby, are mutual shareholders in the fund. The fund may not acquire rights, assume liabilities, or lodge an appeal before a court of law or any other authority. Assets included in a fund may not be seized and fund unit holders are not held accountable for the liabilities of the fund. The Management Company represents the fund unit holders in questions regarding the fund, takes decisions regarding the assets included in the fund, and exercises those rights that arise from the fund. One fund unit is a right to as large of a share in a securities fund that is equivalent to the fund's net capital divided by the number of outstanding units. Each fund unit has an equivalent right to the assets included in the fund.

§ 2

## **Management Company**

The fund is managed by Handelsbanken Fonder AB, with organisation registration number 556418-8851, referred below as the "Management Company".

§ 3

# Custodian institution and its tasks

The fund's assets are held in the custody of J.P. Morgan Bank Luxembourg S.A. - Stockholm bank branch, with organisation registration number 516406-1086, which also serves as the custodian institution. The Custodian Institution will execute the decisions of the Management Company that are not in conflict with the Swedish Investment Funds Act or the rules of the fund. Further, the Custodian Institution will receive and hold the assets included in the fund. In addition, the fund will ensure that:

- 1. the subscription and redemption of units occur according to the law and fund rules,
- 2. the value of the fund units is calculated according to the law and fund rules,
- 3. the assets in the fund reach the Custodian Institution without delay, and
- 4. the assets in the fund are utilized according to the law and fund rules.

§ 4

## The fund's character

The fund is an index fund that follows the OBX Index to generate returns over the long term that correspond as closely as possible to the returns of the index.

The book-entry of the unit holders register is maintained by Euroclear Sweden AB (Euroclear) in accordance with the Securities Depositories and Financial Instruments Accounts Act (1998:1479).

§ 5

#### The fund's investment focus

The fund's assets may be invested:

- in transferable securities,
- in money market instruments,
- in derivative instruments,
- in fund units (to a total maximum of 10% of the fund capital), and
- in an account at a credit institution.

Fund investments shall follow the performance of the OBX Index and thereby attain a value growth that corresponds to the performance of this index.

OBX Index is a market-value weighted index consisting of the 25 most liquid equities on the Oslo Børs. The aim of the index is to be a liquid reflection of the investment universe of the Oslo Børs. The composition of the index is normally adjusted every six months with regard to the transferable securities included and the percentage of the index to ensure consistency with market performance. The selection criteria and other adjustments to the composition of the index are governed by the Oslo Børs Index Methodology. Further information about the index is available in the information brochure.

Underlying assets to derivative instruments may consist of or be related to

- such assets as referred to in Chapter 5, §1, second paragraph, first sentence in the Swedish Investment Funds Act,
- financial indices,
- rates of interest,
- exchange rates or
- foreign currencies.

§ 6

#### **Markets**

The fund's purchase and sale of fund units takes place directly from each respective fund management company, trustee company, collective investment undertakings or AIF manager. The purchase and sale of other financial instruments and exchange-traded funds (so-called ETFs)

may occur in a regulated market or equivalent market outside EEA, other markets within or outside EEA, that are regulated and open to the general public, as well as on MTFs or similar market places.

§ 7

# Specific investment focus

The fund is an index fund in accordance with Chapter 5, §7 of the Swedish Investment Funds Act (2004:46).

In accordance with Chapter 5, §7 of the Swedish Investment Funds Act (2004:46) and after authorisation by the Financial Supervisory Authority, the fund may invest a maximum of 35% of fund assets in transferable securities issued by one issuer, if this is required for holdings to correspond to the issuer's share in the OBX Index.

Fund assets may be invested in such transferable securities and money market instruments as stated in Chapter 5, §5 of the Swedish Investment Funds Act.

The fund may invest in derivative instruments as part of the fund's investment focus.

The fund may use such derivative instruments as stated in Chapter 5, §12, second paragraph of the Swedish Investment Funds Act (so-called OTC derivatives).

The fund may use such techniques and instruments to create leverage in the fund as stated in Chapter 25, §21 of the Swedish Financial Supervisory Authority's regulations (FFFS 2013:9) regarding securities funds.

§ 8

#### Valuation

The fund's value is calculated by deducting the fund's liabilities from its assets.

The fund's assets include financial instruments, liquid assets including short-term investments on the money market, and other assets in possession of the fund.

Financial instruments that are included in the fund are valued at the applicable market value. Market prices are preferably used. If such prices are not available or if the prices are deemed by the Management Company as misleading, the financial instruments will be valued according to those objective principles decided by the Management Company. The valuation on objective principles establishes a market value based on information for the most recent price paid or the indicative bid price from market makers, if such have been designated by the issuer. If this information is not available or is deemed to be unreliable, the market value is set using information from counterparties or other external sources. Liquid assets and current receivables (investments in an account at a credit institution, short-term investments on the money market, as well as cash settlements for securities sold) are valued at the amount whereby they are expected to be received.

Transferable securities and money market instruments as referenced in Chapter 5, §5 of the Swedish Investment Funds Act will be valued on a market value established on objective

principles based on information for the most recent price paid or the indicative bid price from market makers, if such have been designated by the issuer. If this information is not available or is deemed to be unreliable, the market value is set with the assistance of an independent broker or other independent external sources.

If the market price at the valuation of OTC derivatives cannot be set in accordance with the aforementioned alternatives or appears to be unreliable, the market value will be set based on generally-accepted valuation models, such as Black & Scholes.

In addition to liabilities arising as a result of the fund's operations, fund liabilities include future tax debt and management fees.

The value of one fund unit is the fund's value divided by the number of outstanding fund units.

§ 9

### Subscription and redemption of fund units

*Trading in fund units on the market place – secondary market* 

The subscription and redemption of fund units can be conducted on the market places where the fund units are admitted to trading.

The subscription and redemption can occur with a minimum of one (1) whole fund unit. No subscription or redemption fees are charged for the purchase and sale of fund units; however, a brokerage commission is charged where appropriate. Fund units are traded at the applicable market price, which can deviate from the fund's net asset value. The Management Company has an agreement with a minimum of one independent market maker who provides a fully functioning secondary market in the fund units.

The Management Company does not act as a broker on any market place in which the fund units are traded. The Management Company is in no way responsible for the transactions that occur in fund units.

Trading of fund units through the Management Company – primary market

The subscription of new fund units and redemption of outstanding fund units may occur every banking day at the Management Company.

Notification of the subscription or redemption of a fund unit shall be made to the Management Company via telephone, fax or the Internet in accordance with the rules and instructions that can be obtained from the Management Company. The fund unit price will be set at the closing price on the day the request has been received by the Management Company. Banking day refers to a day that is not Saturday, Sunday or another holiday and when the banks in Sweden are generally open to the public.

However, the fund is not open for subscription and redemption on those banking days where valuation of the fund's assets is unable to be conducted in such a manner that ensures that the

rights of the fund unit holders are treated equally, e.g., as a result of the total or partial closure of one or several markets in which the fund conducts trading.

The Management Company normally calculates the fund net asset value each banking day. The Management Company does not calculate the net asset value if the fund is closed for subscription and redemption with regard to the conditions stated in these fund rules and in §10. When a request for subscription or redemption is received on a day in which the fund is closed for subscription and redemption, the fund net asset value is normally set on the following banking day.

This means that the subscription and redemption occur on an occasion when the request for subscription or redemption is at an unknown fund unit price for the fund unit holder.

The fund only sells fund units in blocks of a certain number of whole units or in multiples thereof. The fund redeems fund units either in blocks of a certain number of whole units or in multiples thereof; alternatively, in portions of a block. The Management Company periodically determines the applicable size of the block. Information about the current size of the block is available on the Management Company's website or directly from the Management Company upon request.

The subscription occurs when a buyer transfers assets (financial instruments and a cash amount) that are a composition, i.e., the Subscription portfolio composition, which is determined by the parameters set by the Management Company. The portfolio composition corresponds to the fund's value at a specific time. The portfolio composition is set and notification is made by the Management Company before each new banking day. The portfolio composition must be entered into the securities- and bank account provided by the Management Company in accordance with the rules and instructions that can be obtained from the Management Company.

The redemption occurs when the units are entered into the Management Company's assigned securities account in accordance with the rules and instructions that can be obtained from the Management Company. At the time of the redemption, a set composition of assets (financial instruments and a cash amount), i.e., the Redemption portfolio composition, which corresponds to the value of the fund's assets and liabilities at a specific time, will be transferred by the Management Company to the fund unit holder's custody account within three banking days. The Redemption portfolio composition is determined and notification is made by the Management Company before each new banking day.

The subscription and redemption of units at the Management Company may also occur against cash on the primary market.

The subscription occurs when a buyer transfers a cash amount, corresponding to the value of the fund's assets and liabilities at a specific time. The cash amount must be booked in the bank account provided by the Management Company in accordance with the rules and instructions that can be obtained from the Management Company. The redemption occurs when the units are entered into the securities account provided by the Management Company in accordance with the rules and instructions that can be obtained from the Management Company. The incoming liquid assets will be transferred to the fund unit holder's custody account within three banking days.

Information about the latest set price for a fund unit can be obtained every banking day at the Management Company or every day via the Management Company's website on the Internet.

A subscription or redemption request may only be revoked if the Management Company so permits.

§ 10

### **Exceptional circumstances**

The fund may be closed for the subscription and redemption of fund units in the event exceptional circumstances have occurred, whereby the value of the fund's assets cannot be calculated in such a way as to guarantee the equal treatment of the fund unit holders.

§ 11

#### Fees and remuneration

The Management Company does not charge any subscription or redemption fees when the funds are traded on the stock exchange. A maximum fee of 0,04% of the fund's net asset value, with a minimum fee of NOK 30 000 will be charged for the subscription and redemption of units. A maximum fee of 2% will be charged for subscription and redemption against cash. A maximum fee of 2% (with a minimum fee of NOK 100) will be charged for the redemption on the primary market when the number of units do not total a full block. All of the fees are allocated to the Management Company.

Fees are payable to the Management Company from fund assets for fund management, marketing, and administration of the fund. The fees are calculated daily based on the fund's value and may not exceed 0,3% annually. The fees include costs for custody, supervision, and auditing.

Expenses for brokerage fees, taxes, etc. for the purchase and sale of financial instruments are paid from the fund.

Applicable value-added tax will be added to the fees stated above on each occasion.

§ 12

#### **Distribution**

The fund does not distribute dividends. All yields on the fund's assets, such as in dividends and interest, are invested in accordance with these fund rules.

# Financial year

The financial year for the Management Company and the fund is the calendar year.

§ 14

# Semi-annual review and annual report, amendments to fund rules

The Management Company must submit an annual report about the fund within four months of the end of the financial year. The annual report will be sent to the Financial Supervisory Authority and will be sent free-of-charge to all fund unit holders who have requested its receipt. In addition, the annual report will be made available at the Management Company and Custodian Institution.

The Management Company must submit a semi-annual review of the fund's first six months within two months of the end of the mid-year. The semi-annual review will be sent to the Financial Supervisory Authority and will be sent free-of-charge to all fund unit holders who have requested its receipt. In addition, the semi-annual review will be made available at the Management Company and Custodian Institution.

Should the Management Company's Board of Directors decide to make an amendment to the rules of the fund, the decision will be submitted to the Financial Supervisory Authority for its approval. The Management Company will make the amendment public in the upcoming annual report or semi-annual review and in any other manner the Financial Supervisory Authority decides. The amendment must also be made available at the Management Company and Custodian Institution.

§ 15

# Pledge of fund units

If the fund unit holder mortgages fund units in his possession, the fund unit holder (mortgagor) and/or the mortgagee must notify the unit holder's custodian in those cases in which fund units are held in trust. Euroclear shall be notified of a pledge of fund units for those fund units registered directly at Euroclear. The notification must include the following information:

- 1. the name of the fund unit holder/mortgagor,
- 2. the name of the mortgagee,
- 3. the number of fund units included in the scope of the pledge, and
- 4. any limitations in the scope of the pledge.

The mortgagor must sign the notification.

# **Liability limitations**

In accordance with Chapter 2, §21 of the Swedish Investment Funds Act, the Management Company shall compensate a loss if the Management Company violates the Swedish Investment Funds Act or fund rules, resulting in a loss for the fund unit holder.

If the Custodian Institution or the institution that holds the financial instruments in custody on behalf of the Custodian Institution have lost financial instruments, the institution shall return financial instruments of the same type or pay an amount of equivalent value to the Management Company on behalf of the securities fund without undue delay pursuant to the Swedish Investment Funds Act, Chapter 3, §14. The Custodian Institution is not liable for compensation pursuant to the above if the institution can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

If the fund unit holder incurs damages by the Custodian Institution or a subcontractor other than those stated in the previous paragraph that intentionally or through negligence violates the law or other statutes that regulate the business operations, the institution shall compensate for damages in accordance with Chapter 3, §15 of the Swedish Investment Funds Act. In accordance with Chapter 3, §16 of the Swedish Investment Funds Act, a service contract regarding the custody of assets and control of ownership pursuant to Chapter 3, §6 of the Swedish Investment Funds Act does not absolve the Custodian Institution from its liability for losses and other damages in accordance with the Swedish Investment Funds Act. This is also applicable even if the service contractor subcontracts the assignment to another contractor in accordance with the Swedish Investment Funds Act.

While respecting the provisions in Chapter 2, §21 in the Swedish Investment Funds Act, the following is applicable:

With regard to all of the incoming measures taken by the Custodian Institution and the management company, the Custodian Institution and the respective fund management company shall not liable for damages due to Swedish or foreign statutes, measures taken by Swedish or foreign authorities, event of war, strike, blockade, boycott, lockout or other similar circumstances. The reservation concerning strike, blockade, boycott, and lockout also applies if the Custodian Institution and/or the Management Company themselves are subject to or take such conflict measures.

Other damages sustained by the fund unit holder shall not be compensated by the Custodian Institution and/or Management Company unless the Custodian Institution and/or Management Company wilfully or negligently caused such damages. The Custodian Institution and/or Management Company shall not be liable in any circumstance for indirect damages.

The Custodian Institution/Management Company shall not be liable for damages resulting from a Swedish or foreign stock market or other market place, depository bank, central securities depository or other processor, clearinghouse, or other parties that provide comparable services. Nor shall the Custodian/Management Company be liable for damages resulting from a contractor

retained with due diligence or, with regard to the Custodian Institution, that has been assigned by the Management Company. The aforementioned also applies to damages resulting from the insolvency of the organisations or contractors mentioned.

The Custodian Institution is not liable for damages to the Management Company or fund unit holders in the fund that may arise as a consequence of restrictions on the right of disposition of securities that may be applied against the Custodian Institution.

If obstacles exist that prevent the Custodian Institution and/or Management Company from effecting payments or taking other measures due to the circumstances mentioned in the fifth paragraph, the measures may be postponed until the obstacles have ceased. In the event of deferred payments, the Custodian Institution/Management Company shall not pay interest for late payment. If interest is promised, the Custodian Institution/Management Company shall pay interest according to those conditions that applied on the due date.

If the Custodian Institution and/or the Management Company, as a result of the circumstances stated in the fifth paragraph, is prevented from accepting payment, the Custodian Institution and/or the Management Company has the right to interest according to those conditions that applied on the due date for that period during which the obstacle existed.