



# Investtech Invest

Fund rules  
11 May 2021

## **§ 1 The fund's legal status**

The name of the fund is Investtech Invest (the "fund"). The fund is a UCITS fund under the Swedish Investment Funds Act (Swedish Code of Statutes 2004:46) ("LVF").

The fund is aimed at the general public subject to the limitation set out in § 17. The fund assets are owned jointly by the fund unit holders. The fund is not a legal entity and cannot acquire rights or assume obligations or bring legal proceedings before a court or any other authority. Property included in a fund may not be seized, and unit holders are not liable for obligations related to a fund. The fund company referred to in § 2 represents the unit-holders in all matters relating to the fund, decides on the assets included in the fund and exercises the rights arising from the assets. The business is conducted in accordance with these fund regulations, the Articles of Association of the company specified in § 2, LVF, the Swedish Financial Supervisory Authority's regulations (FFFS 2013:9) on mutual funds and other applicable statutes.

The fund consists of four unit classes, "A", "B", "C" and "D". The content of the fund rules is common to the unit classes, with the exception of management fees, currency and conditions for the first subscription amount. Since the fund consists of unit classes, this means that the value of a fund unit in one unit class may differ from the value of a fund unit in another unit class. The units in each unit class are the same size and entail equal rights to the assets included in the fund.

## **§ 2 Fund manager**

The fund is managed by FCG Fonder AB, with corporate identity number 556939-1617 (the "fund company").

## **§ 3 The depositary and its tasks**

The custodian of the fund's assets is Danske Bank A/S, Sverige Filial, with corporate registration number 516401-9811 (the "depositary").

The depositary shall execute the fund company's decisions regarding the fund and receive and store the fund's assets. The depositary shall verify that the decisions regarding the fund made by the fund company, such as valuation, redemption and subscription of fund units, are made in accordance with law, regulations and these fund rules.

## **§ 4 The nature of the fund**

The fund is an equity fund that, through investments in transferable securities, takes exposure to equities that are admitted to trading on the Nordic markets.

The fund's objective is to generate a return over time that exceeds a composite index consisting of 50 percent of the OSEBX Index and 50 percent of the OMXSBGI Index.

An investment in the fund should be expected to be associated with a high risk, and an investor should have an investment horizon of at least five years.

## **§ 5 The fund's investment policy**

The assets of the fund may be invested in transferable securities, money market instruments and in accounts with credit institutions.

At all times, the fund must be invested at least 90 percent in transferable securities and money market instruments admitted to trading on a marketplace in the Nordic region. The fund's geographical focus is therefore towards the Nordic region. Geographical exposure to a single country within the Nordic region may not exceed

- 60 percent of the fund's value for Norway
- 60 percent of the fund's value for Sweden
- 10 percent of the fund's value for Denmark
- 10 per cent of the value of the fund for Finland

As the fund has a Nordic mandate, the fund has the opportunity to invest in assets with exposure to the different currencies used in the Nordic countries. This means that currency risk is a natural part of the fund's total risk.

The fund has no restrictions on exposure to different types of issuers. The fund can thus be exposed to different types of sectors and different sizes of companies.

## **§ 6 Marketplaces**

The fund's trading in financial instruments may take place on a regulated market or an equivalent market outside the EEA and another market within or outside the EEA that is regulated and open to the public.

## **§ 7 Special investment policy**

The fund is not able to invest in transferable securities and money market instruments referred to in Chapter 5. Section 5 LVF.

The fund does not have the opportunity to use derivative instruments, and thus not the derivative instruments specified in Chapter 5. Section 12(2) of the LVF (so-called OTC derivatives).

## **§ 8 Valuation**

The value of the fund is calculated by deducting the liabilities relating to the fund from the fund's assets.

The fund's assets consist of:

- Financial instruments.
- Liquid assets.
- Accrued interest.
- Accrued dividends.
- Unsettled sales.
- Other assets and receivables relating to the fund.

The fund's liabilities consist of:

- Remuneration to the AIFM.
- Remuneration to the depositary.
- Unsettled purchases.
- Tax liabilities.
- Other liabilities relating to the fund.

Financial instruments are valued at the prevailing market value, meaning the latest price paid or, if there is no such price, the latest bid price. If, in the opinion of the fund company, such prices are not representative or if such prices are missing, a market value will be determined on objective grounds following a special valuation. The special valuation is based on, for example, market prices from a non-regulated market, independent brokers or market-makers, other external independent sources, other listed financial instruments, indices, acquisition value or corporate actions that affect the market value.

Liquid assets and short-term receivables (deposits with credit institutions, short-term investments in the money market and liquid assets from sold financial instruments, are measured at the estimated amount expected to be received.

Since the fund consists of unit classes, the value of a fund unit will be determined taking into account the conditions associated with each unit class. The value of a fund unit in a unit class of the fund is the value of the unit class divided by the number of units outstanding in the unit class in question.

The value of a fund unit is normally calculated every banking day by the fund company. However, the fund company does not calculate the net asset value if the fund is closed for subscription and redemption taking into account the circumstances specified in §§ 9 or 10.

## **§ 9 Subscription and redemption of fund units**

Subscription and redemption of fund units can normally take place every banking day (trading day). However, the fund is not open for subscription and redemption on trading days when the valuation of the fund's assets cannot be carried out in a way that ensures the equal rights of fund unit holders, for example when a significant part of the fund's assets are invested in a market that is fully or partially closed to trading. This applies even if subscription and redemption are postponed in accordance with § 10.

Requests for subscription and redemption are made in the manner specified in the fund's information brochure or in accordance with the instructions that can be obtained from the fund company. The request for subscription and redemption will be executed on the same day as it is received, provided that the request has been received by the fund company, or a person designated by the fund company, on a trading day and no later than at the time and in accordance with the terms and conditions set out in the fund's information brochure. Otherwise, the request will be executed on the next trading day. Requests for subscription or redemption of fund units may only be withdrawn if the fund company consents to it in writing. Subscription and login passwords cannot be limited.

If funds for redemption need to be raised through the sale of assets included in the fund, the sale must take place and the redemption must be carried out as soon as possible. The fund company may postpone subscription and redemption of fund units if there are special reasons for the measure and it is justified by the interests of the fund unit holders. The fund company must notify the Swedish Financial Supervisory Authority and the investors and unitholders concerned of the measure without delay. The fund company shall, after the reasons for the postponement have ceased, notify the Swedish Financial Supervisory Authority.

Subscription and redemption of units always takes place at a price unknown at the time of the request. The subscription price and redemption price for a fund unit shall be the fund unit price calculated by the fund company in accordance with § 8 on the date of subscription or redemption. The fund's subscription and redemption price is normally published on the fund company's website on the next banking day after the date on which the fund unit price has been determined. For a request for subscription or redemption that is received when the fund is closed for subscription or redemption, the NAV per unit or share is normally set at the next trading day's price.

Subscription and redemption in each unit class will take place as follows:

Unit class A	Subscription and redemption will take place in NOK. The minimum initial subscription amount is NOK 500,000.
Unit class B	Subscription and redemption takes place in NOK. The minimum initial subscription amount is NOK 100.
Unit class C	Subscription and redemption will take place in SEK. The minimum initial subscription amount is SEK 500,000.
Unit class D	Subscription and redemption will take place in SEK. The minimum initial subscription amount is SEK 100.

The unit classes do not have any restrictions on subsequent subscriptions.

There is no subscription or redemption fee for the unit classes.

## **§ 10 Extraordinary circumstances**

The fund may be closed for subscription and redemption if extraordinary circumstances have occurred that mean that a valuation of the fund's assets cannot be carried out in a way that ensures the equal rights of the unitholders.

## **§ 11 Fees and charges**

The unit classes are charged with the following fees and costs:

1. Fixed management fee. This includes remuneration for management, marketing, administration of the fund as well as costs for storage, supervision and auditors.
2. Costs for the purchase and sale of financial instruments. These costs may consist of, for example, brokerage, taxes and other costs in connection with the fund's purchase and sale of assets.

The maximum fixed management fee that can be paid from each unit class is:

Unit classes A and C: 0.90 percent of fund assets per year

Unit classes B and D: 1.50 percent of fund assets per year

In addition to the fees and costs listed above, all unit classes are subject to a performance-based fee of no more than 20 percent of the share of the return for a unit class that exceeds a threshold value. The threshold for the unit classes is as follows:

- The threshold for unit classes A and B consists of 50 percent OSEBX Index (NOK) and 50 per cent OMXSBGI Index (SEK, but converted to NOK).
- The threshold for unit classes C and D consists of 50 percent OSEBX Index (NOK, but converted to SEK) and 50 per cent OMXSBGI Index (SEK).

If the value development of the unit class is negative, but still exceeds the threshold value, a performance-based fee may be charged. The calculation of the performance-based fee is based on the so-called high watermark principle, which means that the performance-based fee may only be levied once on the same excess return in

relation to the threshold. If the unit class achieves a value development below the threshold value on a later day and if the unit class achieves a value development above the threshold value on a later date, no performance-based fee will be charged until the underperformance of previous periods has been compensated. The fee is calculated collectively for each unit class, which means that all unit holders in a unit class are treated equally regardless of the time of the investment. The fee is calculated after deduction of the fixed management fee. The fee is calculated and reserved for the calculation of the fund unit price, and is deducted from the fund's account in arrears on the last banking day of the month. The information brochure contains calculation examples showing the calculation of performance-based fees at different times.

There is no subscription or redemption fee for the unit classes.

Any value added tax applicable at any given time will be charged in addition to the fees and charges.

## **§ 12 Dividends**

The fund does not pay any dividends.

## **§ 13 The fund's financial year**

The fund's financial year is a calendar year.

## **§ 14 Half-yearly report and annual report, amendment of the fund rules**

The fund company shall submit a half-yearly report for the first six months of the financial year within two months of the end of the financial year and an annual report for the fund within four months of the end of the financial year. The documents shall be sent free of charge to unitholders who so request and be available at the fund company and the depositary.

Amendments to the fund rules may only be made by decision of the fund company's Board of Directors and shall be submitted to the Swedish Financial Supervisory Authority for approval. Once the amendment has been approved, the amended fund rules shall be available at the fund company and the depositary and shall be announced in the manner prescribed by the Swedish Financial Supervisory Authority.

## **§ 15 Pledging and transfer**

If the fund company so decides, a unit holder may pledge a fund unit. Pledging is done by the mortgagor notifying the fund of the pledge in writing to the fund company. The notification must state the mortgagor, the pledgee, the shares covered by the pledge and any restrictions on the scope of the pledge. The unitholder must be notified in writing that the fund company has entered the pledge in the register of unitholders. The pledge will cease when the pledgee has notified the fund company in writing and when the fund company has removed the information about the pledge from the unitholder register. The fund company has the right to charge the unitholder for the registration of the pledge. The compensation may amount to a maximum of 1 percent of the value of the pledge at the time of registration.

Unitholders can transfer their fund units. In the event of such a transfer, the fund company may charge a fee of a maximum of SEK 500.

## **§ 16 Limitation of liability**

Without derogating from what is stipulated in Chapter 2. Section 21 of the LVF on the liability of the fund company and Chapter 3. Sections 14-16 of the LVF on the depositary's liability apply to the following.

If a fund unit holder has suffered damage as a result of the fund company's violation of the LVF or the fund rules, the fund company shall compensate for the damage. Damage incurred in other cases shall not be compensated by the fund company, if the fund company has exercised normal care. The fund company is in no case liable for indirect damage.

The fund company or the depositary is not liable for damage caused by external events beyond the control of the fund company or the depositary, such as damage due to Swedish or foreign law, Swedish or foreign government action, war event, strike, blockade, boycott, lockout or other similar circumstance. The proviso regarding strikes, blockades, boycotts and lockouts applies even if the fund company or the depositary is subject to or itself takes such industrial action.

The fund company or the depositary is not liable for damage caused by a Swedish or foreign stock exchange or other marketplace, central securities manager or clearing organisation.

Nor is the fund company or the depositary liable for any damage arising from any restriction of disposal that may be applied to the fund company or the depositary in respect of financial instruments.

If there is an impediment for the fund company or the depositary to fully or partially execute measures due to circumstances stated above, the measure may be postponed until the impediment has ceased. In the event of deferred payment, any interest will only be payable on the terms and conditions in force on the due date. Default interest shall not be payable in these cases.

### **§ 17 Permitted Investors**

The fund is aimed at the general public, but not at investors whose subscription of a share in the fund is in conflict with provisions of Swedish or foreign law or regulations. Nor is the fund addressed to investors whose subscription or holding of units in the fund means that the fund or the fund company will be obliged/obliged to take a registration measure or other action that the fund or the fund company would not otherwise be obliged/obliged to take. The fund company has the right to refuse subscription to an investor referred to in this paragraph.

The fund company may redeem unit holders' units in the fund – against the unitholder's objection – if it should turn out that unit holders have subscribed for units in the fund in violation of provisions of Swedish or foreign law or regulations, or that the fund company, due to the unit holder's subscription or holding in the fund, becomes obliged to take a registration measure or other measure for the fund or the fund company that the fund or the fund company would not be obliged/obliged to take if the unit holder would not holding shares in the fund.

---