

The Fund rules were adopted by the Board of Directors of OP Fund Management Company Ltd on 19 August 2022 and have been effective since 1 March 2023.

## **RULES OF OP-PRIVATE EQUITY FUND**

The Fund rules consist of fund-specific rules (sections 1–3) and the common rules (sections 3–20) that apply to all Funds managed by OP Fund Management Company Ltd (the Fund Management Company). Fund-specific rules describe the particular characteristics of the Fund and specify derogations from and further specifications to the common rules. The common rules contain provisions that apply to all funds managed by OP Fund Management Company Ltd. The Fund shall comply with the common rules unless the fund-specific rules provide otherwise.

### **§ 1 Name of the Fund**

The name of the Fund in Finnish is OP-Private Equity –erikoissijoitusrahasto; in Swedish, Specialplaceringsfonden OP-Private Equity; and in English, OP-Private Equity Fund. The Fund is an alternative investment fund (AIF) as per the Alternative Investment Fund Managers Directive.

### **§2 Fund management company, custodian and use of an agent**

OP Fund Management Company Ltd (hereinafter the Fund Management Company) is responsible for the management of the Fund. It represents the Fund in its own name and acts on its behalf in matters concerning the Fund and exercises the rights associated with the Fund's assets.

The Fund Management Company may use agents to assist in its operations. The Fund prospectus provides more information on the extent to which the Fund Management Company uses such agents.

The custodian of the Fund is OP Custody Ltd.

In carrying out its duties, the Fund Management Company may make use of institutions specialising in custody services and overseen by the Financial Supervisory Authority or an equivalent foreign authority.

### **§ 3 Fund-specific characteristics**

#### **INVESTING FUND ASSETS**

OP-Private Equity special common fund is a fund whose objective is to achieve a high return in the long term relative to the risks taken by the Fund, by investing assets in compliance with the Fund's rules. The Fund has no official benchmark index. The Fund is a special common fund within the meaning of the Finnish Act on Alternative Investment Funds Managers, as it may, unlike common funds within the meaning of the EC Directive on Undertakings for Collective Investment in Transferable Securities ("UCITS Directive"), invest in vehicles not permitted for funds to which the UCITS Directive applies, take out loans to improve the efficiency of portfolio management, and concentrate its investments to a greater extent than funds that satisfy the criteria of the UCITS Directive. The Fund may also allow subscriptions and redemptions at less frequent intervals than funds that are subject to the UCITS Directive.

The Fund invests its assets mainly in equity investments of unlisted companies. Investments are carried out mainly with the help of open-ended underlying investee funds that invest in these companies. The structure of the funds is described in the next section of these rules. The Fund invests in several different funds.

All of the Fund's assets may be invested in mutual funds, special common funds or other alternative investment funds ("underlying investee funds"). The underlying investee funds may be open-ended, closed-ended or limited liquidity funds, and there are no restrictions on the countries in which the funds are registered, provided that they fall within the scope of regulatory control in the country of registration and are consequently subject to supervision equivalent to that laid down in European Union law, and that cooperation between the competent supervisory authority and the Finnish Financial Supervisory Authority is sufficiently ensured. In addition, reports on the activities of the underlying investee funds must be produced annually in order for it to be possible to evaluate returns and investment activities during each financial year.

No more than 75% of the Fund's value may be invested in any individual underlying investee fund. The Fund's share of ownership of any individual underlying investee fund is not restricted. The Fund's assets may only be invested in underlying investee funds where the annual fixed management fee is no more than 4.0% of the value of the underlying investee fund. The Fund's assets may also be invested in units in underlying investee funds which, under their rules or Articles of Association, may invest more than 30% of their assets in units in other mutual funds, special common funds or undertakings for collective investment in transferable securities.

In so far as the Fund's rules allow, assets may also be invested in vehicles other than underlying investee funds. Examples include investments in unlisted shares or partnership interests.

The Fund's liquidity is managed by investing the majority of the Fund's assets in underlying investee funds whose liquidity terms are the same or better than the Fund's liquidity terms. In addition, the Fund diversifies its assets in several investments and retains sufficient liquid assets while investing up to 25% of its funds in non-liquid assets. Non-liquid assets include underlying investee funds and other investments whose liquidity is poorer than the Fund's own liquidity terms. The Fund may also use borrowed funds to pay redemptions.

When investing the Fund's assets, the Fund Management Company may deviate from its investment limits for a maximum period of one year from the beginning of the Fund's operations, provided that the principle of risk spreading is observed.

The Fund may invest its assets in exchange-traded derivatives and OTC derivatives in order to hedge against market fluctuations, to replace direct investments and otherwise to promote efficient portfolio management.

All of the Fund's assets may be pledged as security for loan agreements.

The Fund's overall risk is calculated each business day either by measuring its delta, relative or absolute Value-at-Risk calculation or other sophisticated risk calculation methods. The method used is described in the fund prospectus.

There are also provisions concerning the Fund's investment vehicles, diversification and investment restrictions in sections 5 and 6 of the common rules.

The Fund Management Company may borrow on behalf of the Fund an amount equal to up to 67% of the Fund's value for the purpose of common fund activity. The Fund does not use borrowing for long-term leverage.

**FUND UNITS, ORDERS AND DISTRIBUTION OF DIVIDENDS**

Fund units may be subscribed for every month according to unit value on the last Business Day of the month. If a subscription order is received by 16.00 on the last Business Day of a given month, the subscription will be executed at the fund unit value quoted on the last Business Day of that month. If a subscription order is received after 16.00 on the last Business Day of a given month, the subscription is postponed to be executed at the fund unit value quoted on the last Business Day of the following month. The Board of Directors of the Fund Management Company may decide to deviate from the aforementioned restriction concerning subscription dates on a temporary basis.

Fund units may be redeemed quarterly (in March, June, September and December) at the value quoted on the last business day of each quarter. If a redemption order is received by 16.00 on the last Business Day of a given quarter, the redemption will be executed at the unit value quoted on the last Business Day of the second quarter following the quarter. If a redemption order is received after 16.00 on the last Business Day of a given quarter, the redemption is postponed and executed at the unit value quoted on the last Business Day of the third quarter following the quarter.

The redemption payment will be made no later than ten (10) days after the fund unit value used as the basis for the redemption is quoted. A different payment arrangement may be agreed with the client. Where the cash required for redemption must be obtained by selling the Fund's investments, such sales must be executed without undue delay.

If at the end of any given quarter the combined number of fund units for which redemption is claimed exceeds 5% of the Fund's outstanding units, the Fund Management Company may limit the combined amount of redemptions to 5% of the outstanding units. The limit is applied proportionally to the amounts in each redemption claim. Redemption claims exceeding the aforementioned limit will be postponed at least until the end of the following quarter. If the redemption limit as defined above is again exceeded on that date, the excess redemptions will again be postponed until the end of the following quarter.

Where the Fund Management Company has decided to amend the Fund's rules, to transfer its administration or to merge or demerge the Fund, unit holders retain the right to claim redemption of their units as per the Fund's rules or as per any procedure that may have been announced in connection with the aforementioned decision. It must be possible to execute said redemptions before any such action as referred to above is taken.

The Fund's units, orders and the distribution of dividends are also provided for in sections 7, 8, 9 and 10 of the common rules.

**COMPENSATION PAYABLE FROM THE FUND'S ASSETS**

Information on applicable fees can be found in the Key Information Document (KID) and Fund prospectus available from the Fund Management Company and other locations where Fund units may be subscribed. The Fund's annual maximum management fee accounts for 2.0 % of the Fund's value.

In addition to the aforementioned fees, the following regular operating expenses may be reimbursed from the Fund's assets: 1) legal, expert and consultancy fees related to making and exiting investments and preparing for the same as well as taxes and fiscal charges; 2) expenses related to the Fund's borrowing, such as interest payable to the lender and other expenses directly related to borrowing; and 3) expenses related to valuing and appraising the Fund's assets insofar as appraisal has been outsourced. The aforementioned list is not exhaustive.

When determining the redemption price of a Fund unit, the Fund Management Company may deduct a Redemption Fee from the net asset value of the unit, the amount of which is a percentage of the redemption value ("Redemption Fee") paid to the Fund.

The Redemption Fee is determined by the time of ownership of units, as follows:

<u>Time of ownership:</u>	<u>Maximum redemption fee percentage</u>
Less than two years	5%
Between two and four years	3%
At least four years	1%

The fees paid from the Fund's assets are also discussed in sections 11 and 12 of the common rules.

**CALCULATION OF NET ASSET VALUE**

The value of a Fund unit, being the value quoted on the last business day of each month, shall be published once a month. This value shall be published no later than 45 days after the last business day of the month in question. In addition to the aforementioned official value, the Fund may publish unofficial values for the Fund on any other business day. Information on the value of the Fund is available from the Fund Management Company and at all locations where the Fund's units may be subscribed.

The Fund may have investments the official value of which cannot be established monthly and is only available at less frequent intervals. Unofficial figures may be used to calculate the value of such investments.

The Fund's valuation is also provided for in sections 13 and 14 of the common rules.

**§ 4 Financial year of the Fund Management Company and the Fund**

The financial year of the Fund Management Company and the Fund is one calendar year.

**§ 5 Investment vehicles specified in the Act on Common Funds**

Fund assets may be invested in the following investment vehicles in compliance with the Act on Common Funds, taking account of the restrictions specified in §3 of these Rules. In the case of a non-UCITS fund, §3 of these Rules may also stipulate other investment vehicles.

**A. Securities and money market instruments**

1) Securities (such as equities and bonds) and money market instruments traded in a regulated market referred to in the Act on Trading in Financial Instruments or traded in another market that is regulated, regularly operating, recognised and open to the public.

2) Securities whose issue terms and conditions stipulate that they must be traded within one year of their issue in an exchange system referred to in 1) above, provided that their trading can in all probability begin before said period expires.

3) Money market instruments that are not traded in a market referred to in 1) above, provided that their issue or issuer is regulated by provisions passed to protect investors and invested assets, and provided that their:

a) issuer or guarantor is a central, regional or local authority or the central bank of an EEA state; the European Central Bank; the European Union or the European Investment Bank; a non-EEA state or a federal state in such a state; or an international public institution which has at least one state belonging to the EEA as a member; or

b) issuer is an institution whose issued securities are traded in a market referred to in 1) above; or

c) issuer or guarantor is an institution, the stability of whose activities is supervised in accordance with principles specified in EU law governing institutions; or an institution subject to, and observing, rules relating to the stability of operations which correspond to EU law governing institutions; or

d) the issuer is some other institution which issues money market instruments, investments in which are subject to investor protection corresponding to that specified in a), b) or c) above, and the issuer has a shareholders' equity of at least 10 million euros and prepares and publishes its financial statements in accordance with Directive 2013/34/EU of the European Parliament and of the Council, amending Directive 2006/43/EC of the European Parliament and of the Council and repealing Council Directives 78/660/EEC and 83/349/EEC; or an entity which belongs to a group consisting of one or more companies whose issued securities are traded in a market referred to in chapter 13, section 2, subsection 1, paragraph 1 of the Act on Common Funds and which specialises in group financing; or an institution which specialises in the financing of such securitisation instruments in which a credit institution's banking liquidity line is utilised.

4) Securities and money market instruments other than those mentioned above.

To promote effective asset management, the Fund may sign lending and repurchase agreements for securities and money market instruments included in the Fund's assets, provided that such agreements are cleared by a clearing house referred to in the Finnish Act on the Book-entry System and Clearing and Settlement or by a foreign clearing house. If clearing takes place elsewhere, the counterparty to the agreement must be an investment firm referred to in the Act on Investment Services or another investment service provider, and the terms and conditions of the agreement must be conventional and generally recognised in the market.

**B. Derivatives**

Derivatives traded in a regulated market or in another market that is regulated, regularly operating, recognised and open to the public and equivalent cash-settled contracts (Exchange-traded Derivatives) as well as OTC derivatives.

The underlying assets of derivative contracts may be securities, money market instruments, deposits with credit institutions, units in mutual funds or UCITS, other derivative contracts, financial indices, interest, currency exchange rates or currencies. The Fund may also conclude contracts for differences (CFDs) and credit default swaps.

The counterparty to an OTC derivative contract may be an institution, the stability of whose activities is supervised in accordance with principles specified in EU law governing institutions; or an institution subject to, and observing, rules relating to the stability of operations which correspond to EU law governing institutions.

The Fund Management Company must be able to determine the value of OTC derivative contracts reliably and verifiably on a daily basis and, on the Fund Management Company's initiative, they must be able to be sold, liquidated or closed by an offsetting transaction at any time at their fair value.

**C. Mutual funds, UCITS and alternative investment funds**

1) Units in mutual funds or UCITS which have been authorised in Finland or another EEA state and which fulfil the requirements of the UCITS Directive based on their national legislation.

2) Units in alternative investment funds located in an EEA state or a third country the parties of which in charge of their portfolio management and administration are those authorised in a state whose regulator is a signatory of the IOSCO MMOU or where cooperation between the regulator and the Financial Supervisory Authority is otherwise ensured to a sufficient extent. Moreover, the protection of the unitholders of these alternative investment funds must correspond to the protection of unitholders of a mutual fund and UCITS stipulated by the UCITS directive. In particular, the separation of assets, borrowing and lending, as well as the uncovered transfer of securities and money market instruments must fulfil the requirements of the UCITS Directive. In addition, a semi-annual report and annual report must be published of such a fund to enable its assessment in terms of assets and liabilities and investment operations during the reporting period.

#### D. Deposits

Deposits with credit institutions, provided that they are callable or can be withdrawn and will mature within 12 months at the latest, and that the credit institution is domiciled in an EEA state, Australia, Japan, Canada, Switzerland or the United States.

#### **§ 6 Diversification of assets and investment restrictions specified in the Act on Common Funds**

The Fund conforms to the portfolio diversification requirements and investment restrictions referred to in the Act on Common Funds, most of which are listed below. §3 of these Rules may also contain further investment restrictions and any exceptions to portfolio diversification requirements and investment restrictions.

#### A. Securities and money market instruments

A maximum of 10% of the Fund's assets may be invested in the same issuer's securities and money market instruments.

A maximum of 40 % of the Fund's net asset value may consist of investments in the same issuer's securities or money market instruments exceeding 5% of the Fund's net asset value.

The above restrictions will not apply to deposits or investment in OCT derivative contracts in which the counterparty is a credit institution referred to in §5, Subsection D above. Nor does the restriction apply to investment in units of mutual funds, UCITS or alternative investment funds referred to in chapter 13, section 6, subsections 1–3 of the Act on Common Funds.

A maximum of 20 % of the Fund's assets may be invested in the same issuer's securities and money market instruments, deposits accepted by said institution, or OCT derivative contracts which expose the Fund to a counterparty risk incurred by the institution.

A maximum of 10% of the Fund's net asset value may be invested in securities and money market instruments specified in §5, Subsection A 4). Notwithstanding the above, the Fund may invest a maximum of 35% of its net asset value in the same issuer's or guarantor's securities or money market instruments if the issuer or guarantor is the Finnish Government, a Finnish municipality or a federation of municipalities, or an EEA state, a federal state or other local public-sector entity in such a state, or a member state of the Organisation of Economic Cooperation and Development (OECD), or an international public institution which has at least one (1) state belonging to the EEA as a member. The OECD countries which are not members of the European Economic Area are Australia, Canada, Chile, Israel, Japan, Mexico, New Zealand, South Korea, Switzerland, Turkey and the United States.

Notwithstanding the above, the Fund may invest a maximum of 25% of its net asset value in the same issuer's notes and bonds if the issuer fulfils the following conditions:

1) The issuer is defined by law as a credit institution which is subject to public inspection for the benefit of protecting the bondholders and which is domiciled in the EEA, and

2) Assets obtained from the bond issue must by law be invested in a way that will secure the payment of the principal and interest, provided that said assets can, with priority, be used for this purpose if the issuer is unable to fulfil its payment obligation.

A maximum of 80% of the Fund's net asset value may consist of investments in the same issuer's bonds exceeding 5% of the Fund's net asset value.

The market value of lent securities and money market instruments may not exceed 25% of the value of the Fund's securities and money market instruments. This limit does not apply to lending agreements which may be called in and which refer to securities that may be immediately recalled no later than the following business day.

#### B. Derivatives

The premiums on call and put options may not exceed 30% of the Fund's net asset value.

The counterparty risk arising from investment in OTC derivative contracts may not exceed 10% of the Fund's net asset value in terms of the same counterparty, if the counterparty is a credit institution as referred to in §5 D, and in other cases the risk may not exceed 5% of the Fund's net asset value.

#### C. Mutual funds, UCITS and alternative investment funds

The Fund's net assets may not be invested in the units of mutual funds, UCITS or alternative investment funds which, according to their rules or Articles of Association, may invest more than 10% of their assets in the units of other mutual funds, UCITS or alternative investment funds.

The Fund's assets may be invested only in the units of mutual funds, UCITS or alternative investment funds whose annual fixed management fee accounts for no more than 3.0% of the net asset value of the mutual fund, UCITS or alternative investment fund. In addition to this fixed management fee, performance-based management fees may be charged by the Fund's underlying investee mutual fund, UCITS or alternative investment fund.

The Fund's assets may also be invested in units of other mutual funds and alternative investment funds managed by the Fund Management Company. The Fund Management Company may charge a management fee for such investment vehicles. However, a subscription and redemption fee may be charged for such subscription and redemption only to the extent that the fee is paid to the underlying investee fund or the Fund Management Company's external party.

The Fund may hold a maximum of 25% of the units of the same mutual fund or UCITS.

#### D. Deposits

A maximum of 20% of the Fund's assets may be invested in deposits accepted by the same credit institution.

#### E. Other regulations

The Fund must have the cash assets required for running its operations.

When investing Fund assets and following the principle of risk diversification, the Fund Management Company may deviate from its investment restrictions for a maximum of six months from the beginning of the Fund's operations.

When calculating investment restrictions, the Fund Management Company does not include the assets of other mutual funds, UCITS or alternative investment funds referred to in chapter 13, section 6, subsections 1–3 of the Act on Common Funds in which the Fund's assets have been invested.

These investment restrictions will not apply if the Fund Management Company exercises subscription rights related to securities or money market instruments included in the Fund's net assets.

If the limits based on the investment restrictions have been exceeded for reasons beyond the control of the Fund Management Company or due to exercise of subscription rights, its primary concern must be to rectify the situation in the best interests of the unitholders.

With the Financial Supervisory Authority's permission, the Fund Management Company may temporarily borrow for the Fund's account and for the Fund operations an amount which together with the repurchase agreements accounts for a maximum of 10% of the Fund's net asset value.

The Fund's risk exposure related to fixed-income investments is monitored using modified duration and that related to other investment vehicles using a delta measure.

The Fund Management Company maintains a list of trading venues used by the Fund. The list is available from the Fund Management Company.

### **§ 7 Fund unit register and Fund units**

The Fund Management Company maintains a fund unit register of all Fund units, and registers Fund unit transfers. Fund units may be divided into fractions. One Fund unit consists of ten thousand (10,000) fractions of equal size.

The Board of Directors of the Fund Management Company may decide that the Fund shall have unit classes (Unit Class) differing from each other. Each Unit Class may have both accumulation and income units (Unit Type). Unitholders may convert an accumulation unit into an income unit and vice versa.

Unit Classes may differ from each other in terms of a management fee, quotation currency or index, inflation, interest rate, currency or other derivative hedging.

The Board of Directors of the Fund Management Company decides on the issue and subscription terms and conditions of each fund unit class or type that are available in the Fund Prospectus valid at any given time. The subscription terms and conditions may vary in terms of the subscription amount, investment horizon, distribution channel, geographical region or total customer relationship with OP Financial Group.

Each Fund unit entitles its holder to a share of the Fund's assets in proportion to the number of Fund units, with the proportional values of different Unit Classes and Unit Types taken into consideration.

Upon decision by the Fund Management Company's Board of Directors, a Unit Class or Type may be converted into another Unit Class or Type. Unitholders will be notified in advance of the conversion of a Unit Class or Type.

If, during the time of ownership, a unitholder's ownership in a single Unit Class exceeds the minimum subscription of another Unit Class due to a new subscription or fund switching, the Fund Management Company shall, at the unitholder's request, convert ownership to apply to the Unit Class to whose minimum subscription the new holding corresponds at the time of conversion. If, during the time of ownership, a unitholder's ownership in a single Unit Class falls below the minimum subscription of said Unit Class due to redemptions or fund switching, the Fund Management Company has the right, taking into account the principle of equal treatment of unitholders, to convert ownership to apply to the Unit Class to whose minimum subscription the holding corresponds.

If the unitholder has subscribed for a Unit Class directed at a certain market area, the unitholder's ownership may be converted to apply only to the other Unit Class directed at the same market area under the conditions mentioned above. Change of the place of residence of the unitholder does not entitle to Unit Class conversion.

### **§ 8 Subscription for, redemption and switch of Fund units**

Fund units are available for subscription and redemption at the Fund Management Company and other subscription agents specified in the Fund Prospectus on all days when banks are generally open in Finland (Business Day) and when the NAV is calculated according to §14 of these Rules. Information on the net asset values of Fund units as well as the subscription and redemption fees referred to in §11 below is available to the public at the Fund Management Company and the Fund's other subscription agents on every Business Day.

Subscriptions for and redemptions of Fund units are executed at the NAV that will be confirmed only after the acceptance of subscription, switch and redemption orders.

Clients may make orders for subscription, switch and redemption directly with the Fund Management Company only if this has been specifically agreed on with the Fund Management Company before making an order. In case such an agreement has not been made, the Fund Management Company always, however, has the opportunity to approve all orders delivered to it.

#### Subscription

Subscribers must specify the Unit Class and Type for which they wish to subscribe. A subscription order will be deemed to have been received by the Fund Management Company upon delivery to the Fund Management Company of the required and sufficient details of the subscriber and his/her identity and the amount of the subscription. A subscription order is binding on the subscriber. The subscription order shall be paid upon subscription or, with the permission of the Fund Management Company, before the subscription is confirmed.

If the Fund Management Company receives the subscription order before the cut-off time referred to in §3 of these Rules, the subscription will be executed at the Fund unit value confirmed for the same Business Day. Any subscription order received after this time but before the Fund's next cut-off time will be performed at the following Business Day's value.

In respect of certain funds, the subscription differs from that mentioned above. A more detailed description of this procedure applied to such funds can be found in §3 of the Fund Rules.

For subscriptions based on a systematic investment plan (SIP), the same procedure applies as described above with respect to other subscriptions. If the payment is incorrect, the subscription will be executed at the value of the Banking day on which the error was corrected. If the client has insufficient funds in their account on the agreed subscription day, the subscription will not be executed at all.

The Fund Management Company may refuse to issue a Fund unit and to accept a Fund unit subscription if it has not received the information required for the execution of the subscription, if the Fund Management Company considers that there is no need for client relationship or if the client relationship is considered to diminish the interest and equality of other unitholders. Such ground for refusal may also arise from a fund subscription which is contrary to the laws of Finland or another country or to the provisions issued by virtue thereof.

A ground for refusal may arise if, for example, the Fund subscriber resides outside the EEA in a country that causes the Fund Management Company a substantial additional reporting burden or an obligation for registration or another action for which the Fund Management Company otherwise has no obligation.

The Fund Management Company may refuse to accept subscription at least in the following case:

1) If the Fund subscriber is a natural or legal person or other legal arrangement that is considered as a US Person (as "US Person" is defined in the national Regulation S under the US Securities Act of 1933).

The Fund Management Company's Board of Directors may issue more detailed instructions on how Fund unit subscriptions are executed abroad or in a currency other than that used in Finland at any given time.

Subscription for Fund units is not possible on Business Days when the NAV calculation has been interrupted as specified in §14 below. Information on the Business Days when no subscription or subscription order can be made is available from the Fund Management Company.

The Fund Management Company calculates the number of units subscribed by dividing the subscription payment received, less the subscription fee mentioned in §11, by the net asset value of a unit. The number of subscribed units is calculated with an accuracy of one ten-thousandth (1/10,000) of a unit, with the number of units rounded down. The remainder will be added to the Fund's capital.

#### Redemption

Unitholders have the right to have their Fund units redeemed by the Fund Management Company. Similarly, the Fund Management Company is obliged to redeem these Fund units. Any unit certificate received for the subscription must be returned at the time of redemption. Redemption is made from the Fund's assets. If the Fund Management Company receives the redemption order before the cut-off time referred to in §3 of these Rules, the redemption will be executed at the Fund unit value confirmed for the same Business Day. Any redemption order received after this time but before the Fund's next cut-off time will be performed at the following Business Day's value.

In respect of certain funds, the redemption differs from that mentioned above. A more detailed description of this procedure applied to such funds can be found in §3 of the Fund Rules.

Payment for the redemption is made primarily on the Business Day following the day of executing the redemption order. It is also possible to agree with the client on payment in another way. If the cash for the redemption must be obtained by selling the Fund's holdings, said sale must be carried out without undue delay, or within two weeks of receipt of the redemption order. In such a case, payment of redemptions must be made at the value on the valuation day at the latest on which proceeds from the sale of securities were received. The Finnish Financial Supervisory Authority may grant permission to exceed this two-week limit for special reasons.

The Fund Management Company and a unitholder may agree on redemption by giving an equivalent number of Fund securities and/or money market instruments to the unitholder. The Fund Management Company ensures that this will not compromise the interests of other unitholders.

The Fund Management Company may, on its own initiative, redeem a unitholder's fund units if there is a weighty reason related to the unitholder for doing so. In addition, the reason must be connected with the fact that the unitholder's holdings in the Fund may give rise to obligations that the Fund Management Company cannot be reasonably required to fulfil. Such weighty reason may arise if, for example, a unitholder moves outside the EEA or resides outside the EEA in a country that causes the Fund Management Company a substantial additional reporting burden or an obligation for registration or another action for which the Fund Management Company otherwise has no obligation.

The Fund Management Company may, on its own initiative, redeem a unitholder's fund units at least in the following situations:

- 1) If, as regards the unitholder in question, the holding of fund units is contrary to the laws of Finland or another country or to the provisions issued by virtue thereof.
- 2) If the unitholder is a natural or legal person or other legal arrangement that is considered as a US Person (as "US Person" is defined in the national Regulation S under the US Securities Act of 1933).

#### Switch

Switching fund units between funds managed by the same Fund Management Company are treated in the same way as fund redemptions and subscriptions, but in such a way that in the switch, redemption and subscription are executed at the value of the Business Day when the time limits related to the subscription and redemption, subscription payment and other conditions are fulfilled as specified in the rules. If the redemption payment cannot be made from the redeemable fund in the switch on the Business Day following the execution day, the redemption in the switch will be confirmed at the Business Day value given at the time of the order and in the switch the subscription will be confirmed at the value of the date on which the redemption payment can be effected for the Fund.

#### Currency

Subscriptions and redemptions in Finland can be paid in euros. In other countries where Funds are marketed, subscriptions and redemptions can be paid in currencies mentioned in the Fund Prospectus valid at any given time.

#### **§ 9 Restriction and suspension of Fund subscriptions and redemptions**

The Fund Management Company may temporarily suspend Fund unit subscriptions and redemptions or restrict them if the equality of the unitholders or another significant interest of the unitholders, in particular, requires so.

Fund unit subscriptions and redemptions may be suspended at least in the following cases:

- 1) The main trading venue of the Fund or a significant number of the trading venues it uses is closed or trading in the venues is restricted or no subscriptions for a fund as the Fund's significant investment vehicle can be made. The above may be the case at least when a minimum of half of the Fund's investment vehicles are not quoted or they cannot be, in the Fund Management Company's view, valued in an acceptable way in view of the equality of unitholders.

2) The Fund's NAV calculation is prevented for some reason in a way mentioned in §14 of these Rules.

In addition to what is mentioned above, the acceptance of subscriptions may also be suspended or restricted if the Fund has reached such a size that additional investments in the target market or another mutual fund would be in contravention of the interests of unitholders.

If the acceptance of subscriptions is suspended when a subscription based on a systematic investment plan is supposed to be executed, the subscription will be confirmed at the next available value.

The Financial Supervisory Authority may order the issue and redemption of Fund units to be suspended if that is necessary to ensure confidence in securities markets or property markets, to safeguard the interest of unitholders or for another particularly compelling reason.

#### **§ 10 Distribution of dividends**

The Annual General Meeting of the Fund Management Company decides on the dividends distributed and paid to the holders of income units. The Fund Management Company aims to pay annually on income units of each Unit Class a minimum dividend of a percentage of the value of said income units, as specified in the Fund Prospectus, calculated on the last Business Day of the previous year.

Dividends will be paid no later than one (1) month after the Fund Management Company's Annual General Meeting into the bank accounts notified by the income unit holders, who have been entered in the register maintained by the Fund Management Company on the day of the Annual General Meeting. Information on the date of the AGM is available to unitholders at the Fund Management Company during its opening hours.

If the holder of income units has failed to notify the Fund Management Company of a bank account into which dividends can be paid, dividends which have not been withdrawn within five years of its first withdrawal day shall revert to the Fund, less any withholding tax and subscription fee. Capitalising accumulation units is performed by Share Class and in such a way that the proportion of accumulation units of the Fund's entire capital increases and the value of accumulation units does not change as a result of the dividends distributed on income units.

#### **§ 11 Transaction fees relating to Fund units**

The Fund Management Company's Board of Directors decides on the amount of fees mentioned in this section. The Key Investor Information Document and the Fund Prospectus present the fees charged from time to time.

When determining the subscription price of a Fund unit, the Fund Management Company may add a Subscription Fee, which is a percentage of the subscription value, but no more than two (2) per cent of the Fund's value.

When determining the redemption price of a Fund unit, the Fund Management Company may deduct a Redemption Fee from the net asset value of the unit, which is a percentage of the redemption value but no more than two (2) per cent of the Fund's value.

Based on a decision taken by the Fund Management Company's Board of Directors, the Subscription and/or Redemption Fee may be paid to the Fund in full or in part. The Fund's Key Investor Information Document and the Fund Prospectus indicate if the Subscription and/or Redemption fee is paid to the Fund.

Subscription and Redemption fees may differ in their amount by Share Class and Type.

#### **§ 12 Compensation paid from the Fund's assets**

In compensation for its services, the Fund Management Company receives a management fee which may vary by Unit Class. The amount of this fee will be calculated daily (fee percentage per year divided by 365) on the Fund's value on the calculation day. The payable management fee is deducted from the Fund's value, reducing the unit net asset value. The maximum management fee is specified in §3 of these Rules.

A performance-based management fee may also be charged from the Fund; its conditions are specified in §3 of these Rules.

Charges resulting from implementation of the fund's corporate governance, investment research that supports investment operations and certificates of deposit as underlying assets can also be paid from the Fund's assets.

No separate custody fee will be charged from the Fund. In compensation for its services, the custodian receives a fee from the Fund Management Company that may vary according to the Fund's value.

#### **§ 13 Calculation of Fund value**

The Fund Management Company calculates the Fund's value on each Business Day (Valuation Day) by deducting the Fund's liabilities from the Fund's assets, which is expressed in euros in Finland. In other countries where the Fund's units are marketed, the available currencies are listed in the Fund Prospectus. In the calculation of these values denominated in foreign currencies, the same exchange rates are used as in the calculation of the Fund assets.



The Fund's equities and exchange traded derivative contracts are stated at the closing price prevailing in the public price monitoring system. OTC derivative contracts are valued based on generally accepted valuation methods.

Money market instruments are stated at the market rate adjusted with a security-specific risk premium based on their remaining term or at current market value after the market closing time, which is typically an average of the bid and ask price or a closing price available from a public price monitoring system or other reliable source.

Bonds and notes are stated at the market price quoted at the market closing time, which is typically the average of a bid and ask quote or a closing price available from a public price monitoring system or other reliable source.

Units of UCITS, CIUs and alternative funds are stated at the latest available NAV of each fund.

Deposits are valued according to their capital and accrued interest.

Lending and repurchase agreements are valued based on the market price of the financial instruments under the agreements.

The value of the Fund's assets and liabilities denominated in a foreign currency is translated into the euro using generally available exchange rates at 6.00 pm Finnish time.

If the aforementioned reliable value or fair value for a portfolio investment of the Fund is not available, or if the portfolio investment is other than the above, such an investment will be valued in accordance with the objective principles specified by the Board of Directors of the Fund Management Company.

Information on the Fund's NAV is available from the Fund Management Company and all subscription agents no later than the Business Day following the Valuation Day.

#### **§ 14 Calculation of NAV and an error occurred in NAV calculation or publication**

The Fund Management Company will calculate the NAV on every Business Day (Valuation Day). Information on the Fund's NAV is available from the Fund Management Company and all subscription agents no later than the Business Day following the Valuation Day.

The Fund NAV is the value of the Fund divided by the number of Fund units outstanding, with the differing management fees and dividends to be paid on each Unit Type taken into account when valuing various Unit Classes, a fact that will change the various Unit Classes' and Types' proportion of the Fund's value.

The costs of hedging of Unit Classes including currency and other derivative hedging as well as hedging profits and losses will be allocated only to the Unit Classes concerned.

It is possible not to calculate the NAV on Business Days when the value of the Fund or its investment vehicles cannot be determined precisely due to bank holidays or other public holidays abroad. Such public holidays may include religious holidays, National Days or other national holidays. The above may be the case at least when a minimum of half of the Fund's investment vehicles are not quoted or they cannot be, in the Fund Management Company's view, valued in an acceptable way in view of the equality of unitholders. Information on the days when the Fund's value is not calculated is available from the Fund Management Company.

If the NAVs cannot be determined reliably, the Fund Management Company may suspend the NAV calculation to safeguard the equality of unitholders. Circumstances in which the NAV calculation may be suspended include an exceptionally unstable or unforeseeable market situation, exceptional conditions or another cogent reason.

The latest NAV is available from the Fund Management Company and on the internet at op.fi.

The Fund Management Company has in place valid guidelines on errors occurred in the NAV calculation and its publication, on the basis of which any errors that may occur are corrected. The Fund Management Company will publish the corrected NAV in the same way as it normally publishes the NAV. If the error in the NAV calculation or the publication of the NAV is due to a reason other than caused wilfully or through negligence by the Fund Management Company as referred to in chapter 26, section 3, subsection 1 of the Act on Common Funds, the Fund Management Company will recompense for the error to the Fund with the amount that the Fund receives as compensation from the party guilty of the error.

#### **§ 15 General Meeting of Unitholders**

A general meeting of unitholders must be held if the Fund Management Company's Board of Directors deems it necessary, or if the auditor, an independent member of the Board of Directors or unitholders accounting for at least one twentieth (1/20) of all Fund units outstanding request in writing that said meeting be held to deal with a particular matter.

The Fund Management Company's Board of Directors shall convene a General Meeting of Unitholders. A notice of the general meeting of unitholders shall be delivered to the unitholders no earlier than four weeks and no later than two weeks prior to the meeting, in the same way as notifications of amendments to the Fund's rules as referred to in §16 of these rules.

The Fund Management Company is obliged to inform unitholders of an initiative submitted to it for convening a meeting, or of other meeting initiatives of unitholders, if the unitholder that proposes the convening of a meeting does not have the required minimum holding. Information on meeting initiatives shall be delivered to unitholders in the same way as notifications of amendments to the Fund's rules as referred to in §16 of these rules.

In order to attend a Meeting, the Fund's unitholders must register with the Fund Management Company in the manner mentioned in the notice of Meeting no later than the deadline mentioned therein, which may be no earlier than five (5) days before the Meeting. Unitholders have no right to exercise unitholders' rights at the Meeting before their Fund units have been registered or they have notified the Fund Management Company of their title to units and presented proof thereof. The right to attend the unitholders' Meeting and the number of votes at the Meeting shall be determined based on the situation prevailing ten days before the Meeting.

The AGM shall be opened by the Chairman of the Fund Management Company's Board of Directors or another person appointed by the Fund Management Company's Board of Directors.

The AGM shall:

- 1 elect Chairman of the Meeting, who shall appoint a recording secretary;
- 2 draw up and approve the list of votes;
- 3 elect two persons in charge of checking the minutes, and two scrutineers;
- 4 determine that the Meeting has been legally constituted and has a quorum;
- 5 present discusses matters specified in the meeting initiative

Each full Fund unit entitles its holder to one vote at General Meetings of Unitholders. Fractions of Fund units also entitle their holders to voting rights in proportion to the fractions held. Decisions made by the General Meeting are based on a majority vote and the Chairman has the casting vote in case of a tie.

#### **§ 16 Alteration of Fund Rules**

The Board of Directors of the Fund Management Company shall decide on any alterations of the Fund Rules.

Upon entry into force, the alteration shall apply to all unitholders and all investments made before the alteration's entry into force.

Approval for the rules of mutual funds under the UCITS Directive and for alterations of their rules must be sought from the Financial Supervisory Authority. If the Financial Supervisory Authority does not stipulate otherwise, an alteration of the Fund Rules shall enter into force within one month of the date when the Authority has approved the alteration and unitholders have been notified thereof.

The rules of a non-UCITS fund and alterations of their rules must be brought to the attention of the Financial Supervisory Authority.

An alteration of the rules of UCITS and non-UCITS are deemed to have been brought to the attention of unitholders on the fifth day of posting the related notification, or on the day when the notification has appeared in a national newspaper published in Helsinki or has been sent to OP Financial Group's online service customers via eServices or using some other means of electronic communications.

#### **§ 17 Information on the Fund and the Fund Management Company**

The Fund Prospectus, the Key Investor Information Document, the Fund's half-yearly report, the Annual Reports of the Fund Management Company and the Fund as well as a list maintained by the Fund Management Company of trading venues available to the funds it manages and other Fund-related information are available from the Fund Management Company and other subscription agents during their opening hours. Half-yearly reports must be published within two months of the end of each review period, and the Annual Reports of the Fund and the Fund Management Company within three months of the end of the financial year.

#### **§ 18 Remuneration**

A significant part of the variable remuneration to the Fund Management Company's employees to whom the Fund Management Company's incentive scheme under the Act on Common Funds is applied shall be paid in fund units of the fund in question or in equivalent financial instruments that are as effective inducements as fund units.

#### **§ 19 Applicable law**

The operations of the Fund Management Company and the Fund shall be construed and governed by the laws of Finland. However, agreements may be concluded for the Fund's account to which national laws of another country shall apply.

*This document is a translation. The Finnish Financial Supervisory Authority has confirmed these rules in Finnish. If there are any discrepancies between the translation and the original Finnish document, the Finnish document shall prevail.*