

Fund rules for Lannebo Sverige Plus

§ 1 The fund's legal status

Lannebo Sverige Plus, hereinafter referred to as the fund is a UCITS fund as defined in the Swedish Securities Fund Act (SFS 2004:46). Its business is conducted in accordance with the Swedish Securities Fund Act (SFS 2004:46), these fund rules, the management company's articles of association, and any other rules issued pursuant to laws or ordinances.

The fund's assets are owned by its unitholders jointly. Each unit of each share class holds equal right to the assets included in the fund. The management company as stated in § 2 manages the fund and represents the unitholders in all matters relating to the fund, decides on the assets included in the fund, and exercises any rights arising from the fund. The fund cannot acquire rights or assume any obligations.

The fund has the following share classes:

- A. Share class SEK – traded in Swedish krona (see § 9.2 below) and has a maximum fixed fee of 1.1 per cent per year and a maximum performance fee of 20 per cent of the part of the total return from the fund that exceeds the fund's benchmark, SIXPRX (see § 11.1 below).
- B. Share class EUR – traded in Euro (see § 9.2 below) and has a maximum fixed fee of 1.1 per cent per year and a maximum performance fee of 20 per cent of the part of the total return from the fund that exceeds the fund's benchmark, SIXPRX (see § 11.1 below).
- C. Share class SEK C – traded in Swedish krona (see § 9.2 below) and has a maximum fixed fee of 0.6 per cent per year and a maximum performance fee of 20 per cent of the part of the total return from the fund that exceeds the fund's benchmark, SIXPRX (see § 11.1 below).
- D. Share class EUR C – traded in Euros (see § 9.2 below) and has a maximum fixed fee of 0.6 per cent per year and a maximum performance fee of 20 per cent of the part of the total return from the fund that exceeds the fund's benchmark, SIXPRX (see § 11.1 below).
- E. Share class NOK – traded in Norwegian krona (see § 9.2 below) and has a maximum fixed fee of 1.1 per cent per year and a maximum performance fee of 20 per cent of the part of the total return from the fund that exceeds the fund's benchmark, SIXPRX (see § 11.1 below).
- F. Share class DKK – traded in Danish krona (see § 9.2 below) and has a maximum fixed fee of 1.1 per cent per year and a maximum performance fee of 20 per cent of the part of the total return from the fund that exceeds the fund's benchmark, SIXPRX (see § 11.1 below).
- G. Share class SEK F - traded in Swedish krona (see § 9.2 below) and has a maximum fixed fee of 1.7 per cent per year

§ 2 Management company

The fund is managed by Lannebo Fonder AB, registered in Sweden no. 556584-7042, hereinafter referred to as the management company. The management company keeps a register of all unitholders and pledgees.

§ 3 Depositary and its role

The depositary of the fund is Skandinaviska Enskilda Banken AB (publ), corporate identity number 502032-9081.

The depositary shall maintain the fund's assets and manage deposits and payments in respect of the fund. The depositary shall execute the management company's instructions relating to the fund as long as it is not

in conflict with the provisions of the Swedish Investment Funds Act or any other regulation or the fund rules and ensure that:

1. the subscription, redemption and cancellation of units in the fund are carried out according to the Swedish Investment Funds Act and the fund rules,
2. the value of the units in the fund are calculated according to the Swedish Investment Funds Act and the fund rules,
3. payments for transactions involving the fund assets are paid to the fund without delay, and
4. the fund's revenue is applied in accordance with the regulations and the fund rules.

The depositary's duties are governed by the Swedish Investment Funds Act and the EU Commission's delegated regulation (EU) 2016/438 of December 17, 2015 supplementing the European Parliament and of the European Council Directive 2009/65/EC in regards of requirements for depositaries.

§ 4 Nature of the fund

The fund is an actively managed equity fund with a main focus on Sweden.

The base of the fund is a traditional long share portfolio to which the managers may add both long and short positions in shares and equity-related instruments. As a starting point, the fund has a share portfolio with a gross exposure of about 100%. In addition, exposure may be increased by taking different positions on both the "short side" and the "long side". The exposure these positions lead to may be 0-50% on either side, with the result being that the fund's gross exposure can then be increased by up to 100%. The starting point is that this further exposure, in addition to the initial 100% on the long side, will be roughly as great on the short side as on the long side, with the aspiration of a gross exposure in shares and equity-related instruments over time of about 160% and a long net exposure of about 100%.

The focus of the fund is diversified and not therefore limited to any particular sector. The fund's objective is to achieve good long-term capital growth that exceeds the growth of the fund's benchmark, SIXPRX.

§ 5 The fund's investment policy

The assets of the fund may be invested in transferable securities, money market instruments, derivative instruments and deposits with credit institutions. The fund may invest a maximum of ten (10) per cent of its value in other funds or fund managers.

The fund has a main geographical focus on Sweden, but also an opportunity to partly make investments with different focus. The fund's assets may as a part of the investment strategy be invested in, amongst other, shares and other financial instrument that at the time of investments are or are held for trading at regulated exchanges in Sweden or subject to regular trading in any other market in Sweden which is regulated and open to trading to public or issued by an issuer that at the time of investment is resident in Sweden or or at the time of investment is traded in Swedish kronor, or in deposits of credit institutions in Sweden or a branch established in Sweden. The fund's gross exposure to the equity market may not exceed 10 per cent related to investments with different focus than against Sweden.

Regardless of what is stated above regarding the fund's geographical focus, as well as the criterion for a company's size, the fund may hold such financial instruments that have to be included in the fund due to previous holdings such as result of take-overs, spin-offs or other corporate actions.

The fund is diversified and consequently does not focus on a particular sector.

The fund may invest in derivative instruments on the condition that underlying assets are made up of or relate to some of the classes of assets referred to in chapter 5, Section 12, subparagraph 1 of the Swedish Securities Fund Act.

The fund may borrow in transferable securities in order to execute the sale of these (so-called shortselling).

§ 6 Marketplaces

The fund's assets may be invested in a regulated market or similar market within or outside the EEA or in some other market that is regulated and open to the public.

§ 7 Special investment policy

The fund may make use of the transferable securities but not the money-market instruments referred to in chapter 5, section 5 of the Swedish Securities Fund Act. The fund employs derivative instruments as part of its investment policy. The fund may invest in OTC derivatives in accordance with chapter 5, section 12, subparagraph 2 of the Swedish Securities Fund Act.

The fund may borrow in transferable securities in order to execute the sale of these (so-called shortselling).

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

§ 8 Valuation

The value of the fund is calculated by subtracting from the fund's assets those liabilities that pertain to the fund, including unpaid taxes as determined by the management company and the fees set out in § 11 below.

The fund's assets are calculated as follows:

- Transferable securities, money-market instruments, derivative instruments and units are valued at their current market value (latest price paid or, if unavailable, latest bid price). If such prices cannot be obtained or are misleading in the view of the management company, transferable securities, money-market instruments and derivative instruments and units may be included at a value arrived at by the management company on an objective basis.
- In the case of the transferable securities and money-market instruments referred to in chapter 5, section 5 of the Swedish Securities Fund Act, a separate valuation will be established for the market value. The basis for the separate valuation will be market prices from unapproved regulated markets or so-called market makers, other financial instruments admitted to trading on regulated markets or an index with adjustments for differences in, for example, credit risks and liquidity (reference values), discounted cash flows (current valuation or proportion of equity (year-end value)).
- In the case of OTC derivatives the market value will be established in accordance with a separate valuation. The basis for the separate valuation will be market prices from unapproved, regulated markets or so-called market makers, a reference value based on a derivative admitted to trading on a regulated market or a market value based on generally established valuation models (e.g. Black & Scholes for European options).
- Liquid assets, including deposits in bank accounts, current investments in the money market and deposits in deposits with credit institutions.
- Accrued interest.
- Accrued dividends.

- Sales not yet settled.
- Other receivables in respect of the fund.

The fund's liabilities are calculated as follows:

- Accrued management fees.
- Depositary's fees.
- Purchases not yet settled.
- Tax liabilities.
- Other liabilities in respect of the fund.

The management company takes into account the different share classes when calculating the value of a fund unit, as the different share classes are, in some respects, associated with different conditions. The value of a unit holding in a particular share class consists of the value of the share class divided by the number of outstanding units in the particular share class.

The value of the units is to be calculated by the management company daily (each banking day).

§ 9 Sale and redemption of units

§ 9.1 General regulations

Sale (unit holder 'purchases) and redemptions (unitholders' sales) can be made on each banking day. The request for sale or redemption of units is made as stated on the management company's website, www.lannebo.se, or as directed by the management company.

Should a redemption require funds to be obtained through the sale of securities, such sales shall be carried out and the redemption shall occur as soon as possible.

Sales are at a minimum amount of SEK 100 or the equivalent in Euro, Norwegian krona or Danish krona.

Requests for redemption may only be revoked if the management company permits.

The sale price of a fund unit will be the unit value on the business day the subscription is made. The redemption price of a fund unit will be the unit value of the business day the redemption is done. Sales and redemptions are made at a price that is not known to the unit holder at the time of the request for subscription or redemption.

Information on the sale and redemption price is published on the management company's website no later than the banking day after the banking day when the fund value is determined as above.

§ 9.2 Conditions for the currency in which the sale and redemption of units take place

Sales and redemption of fund units in SEK, SEK C and SEK F share classes are in Swedish krona.

Sales and redemption of fund units in the EUR and EUR C share classes are in Euro.

Sales and redemption of fund units in the NOK share class are in Norwegian krona.

Sales and redemption of fund units in the DKK share class are in Danish krona.

§ 9.3 Terms for distribution of fund units in share class SEK C and EUR C

Sales of SEK C and EUR C share classes are available through a distributor, who has entered into an agreement with the management company, providing investment advice on an independent basis or portfolio management to a customer and, consequently, may not receive and retain compensation from the management company but is paid directly by the customer.

§ 10 Extraordinary circumstances

The fund may be closed for sales and redemptions in the event of extraordinary circumstances that mean that a valuation of the fund's assets cannot be performed in such a way as to uphold the equal rights of all unitholders, for example, if one or more of the markets the fund is traded in are partially or completely closed.

§ 11 Fees and payments

11.1 Fees for share class SEK, EUR, NOK and DKK

Fees shall be paid to the management company and the depositary as follows:

Fixed fee

- i. The **management company** is paid in the form of a fixed fee. The maximum fee is 1.05 per cent per annum of the share class's share of the fund's value. The fee includes remuneration to the fund management and the costs for regulatory oversight and auditors.
- ii. Fees to the **depositary** for carrying out its tasks. The fee may amount to a maximum of 0.05 per cent per annum of the share class's share of the fund's value.

The maximum fee that may be taken from the fund under i and ii above is 1.1 per cent per annum of the share class's share of the fund's value.

Performance-based fee

A performance-based fee of twenty (20) per cent of the part of the total return from a share class that exceeds the fund's benchmark, SIXPRX (where applicable, converted to the same currency in which the share class is traded), is also payable to the management company. The performance-based fee will be calculated after a deduction in respect of the fixed fee. Thus, the fee has no upper limit but is entirely dependent on price performance of the fund units.

The performance-based fee may be payable even if the share class generates a negative return but outperforms the benchmark. The performance-based fee is calculated daily but deducted from the fund's account monthly. If the total return of a share class is below the benchmark on a particular day and above it on a subsequent day, no performance-based fee is payable until the previous underperformance is offset. Thus, the "high water mark" system is used when charging the fee.

The performance-based fee is calculated in accordance with a collective model. In other words, all unitholders pay the same performance-based fee per unit for a particular day and the underperformance for all unit-holders must be offset before any of them are required to pay a fee. However, a unitholder who sells his or her units is not entitled to compensation for any underperformance. Only unitholders who remain in the share class are entitled to compensation, which is deducted from any future outperformance. The

underperformance to be offset by future outperformance before the performance-based fee is charged will change in line with the benchmark.

11.2 Fees for share class SEK C and EUR C

Fees shall be paid to the management company and the depositary as follows:

Fixed fee

- i. The **management company** is paid in the form of a fixed fee. The maximum fee is 0.55 per cent per annum of the share class's share of the fund's value. The fee includes remuneration to the management of the fund, with the exception of such compensation to distributors referred to in §9.3 above, and costs for regulatory oversight and auditors.
- ii. Fees to the **depositary** for carrying out its tasks. The fee may amount to a maximum of 0.05 per cent per annum of the share class's share of the fund's value.

The maximum fee that may be taken from the fund under i and ii above is 0.6 per cent per annum of the share class's share of the fund's value. The fee includes remuneration to the management of the fund, with the exception of such compensation to distributors referred to in §9.3 above, and costs for regulatory oversight and auditors.

Performance-based fee

A performance-based fee of twenty (20) per cent of the part of the total return from a share class that exceeds the fund's benchmark, SIXPRX (where applicable, converted to the same currency in which the share class is traded, is also payable to the management company. The performance-based fee will be calculated after a deduction in respect of the fixed fee. Thus, the fee has no upper limit but is entirely dependent on price performance of the fund units.

The performance-based fee may be payable even if the share class generates a negative return but outperforms the benchmark. The performance-based fee is calculated daily but deducted from the fund's account monthly. If the total return of a share class is below the benchmark on a particular day and above it on a subsequent day, no performance-based fee is payable until the previous underperformance is offset. Thus, the "high water mark" system is used when charging the fee.

The performance-based fee is calculated in accordance with a collective model. In other words, all unitholders pay the same performance-based fee per unit for a particular day and the underperformance for all unit-holders must be offset before any of them are required to pay a fee. However, a unitholder who sells his or her units is not entitled to compensation for any underperformance. Only unitholders who remain in the share class are entitled to compensation, which is deducted from any future outperformance. The underperformance to be offset by future outperformance before the performance-based fee is charged will change in line with the benchmark.

§ 11.3 Fees for share class SEK F

Fees shall be paid to the management company and the depositary as follows:

- i. The **management company** is paid in the form of a fixed fee. The maximum fee is 1.65 per cent per annum of the share class's share of the fund's value. The fee includes remuneration to the fund management and the costs for regulatory oversight and auditors.
- ii. Fees to the **depository** for carrying out its tasks. The fee may amount to a maximum of 0.05 per cent per annum of the share class's share of the fund's value.

The maximum fee that may be taken from the fund under i and ii above is 1.7 per cent per annum of the share class's share of the fund's value.

§ 11.4 Brokerage fees etc.

Transaction costs such as brokerage fees, as well taxes, are charged to the fund when the fund buys and sells financial instruments. In addition, the fund may be charged with costs for research.

§ 12 Dividends

As a general rule, the fund does not distribute dividends. However, the management company can decide on distributing dividends to unitholders if, in the management company's opinion, it is necessary to take advantage of the unitholders' joint interests. Dividends are then distributed on a suitable day and to the extent that is considered appropriate. For the dividends accruing in a fund unit, the management company will, following any deductions for withholding tax, purchase new shares on behalf of unitholders who are registered to receive fund units on the day set aside for this purpose. The dividend on behalf of a unitholder – following any tax deductions – will instead be paid to the unitholder. Such a request must be carried out on the day determined by the management company, if not before.

§ 13 The fund's financial year

The fund's financial year is the calendar year.

§ 14 Semi-annual report and annual report, and amendment of fund rules

The management company is to prepare an annual report and a semi-annual report. The reports are to be sent to unitholders free of charge upon request and be made available at the offices of the management company and the depository within four months of the end of the financial year (annual report) and two months of the end of the six months period (semi-annual report) respectively.

The fund rules may be amended only by decision of the management company's board, and the decision must be submitted to the Swedish Financial Supervisory Authority for approval. Once the decision has been approved, it must be made available at the offices of the management company and the depository and be published by such other means as the Swedish Financial Supervisory Authority instructs.

§ 15 Pledging of units

Unitholders may pledge their units in the fund provided that the unitholder is not an insurance company that has invested insurance premiums on behalf of policyholders pursuant to the Swedish Insurance Business Act (2010:2043) or a pension institution that has invested pension savings on behalf of pension savers pursuant to the Swedish Individual Pension Savings Act (1993:931).

In the event of pledging, the unitholder or his representative and/or the pledgee are to notify the management company of this in writing. The notification should state:

- who the unitholder is,
- who the pledgee is,
- which units are involved in the pledge and
- any restrictions on the scope of the pledge.

The management company is to register the pledge in the register of unitholders and inform the unitholder in writing that the pledge has been registered. The pledge ceases to apply once the pledgee has informed the management company of this in writing. The management company is entitled to charge the unitholder a registration fee. This fee must not exceed SEK 500.

§ 16 Limitation of liability

§ 16.1 Limitation of the management company's liability

Without deviating from the provisions of Chapter 2, §21 of the Swedish Investment Funds Act, the following applies regarding the management company's liabilities:

The management company is not liable for damages due to Swedish or foreign legal statutes, measures taken by Swedish or foreign authorities, event of war, strike, blockade, boycott, lockout, interruptions in data communications or other similar circumstances. The reservation concerning strike, blockade, boycott and lockout applies even if the management company is subject to or itself undertakes such a conflict.

Losses incurred in other cases shall not be compensated for by the management company if normal caution has been observed. The management company is in no case liable for indirect or consequential damages.

The management company is not liable for damages caused by the depositary. Nor shall the management company be liable for damages caused by unitholders or others that violate the law, ordinances, regulation or these fund rules. In this regard, unitholders are informed that they are responsible for documents submitted to the management company are correct and duly signed and that the management company is informed of changes in the information provided.

The management company is not liable for damages caused by - Swedish or foreign - stock exchanges or other marketplaces, depositary bank, central securities depository, clearing, or others providing similar services, including a contractor hired with due care by the management company or depositary. The same applies to damages caused by the insolvency of the above-mentioned organizations or contractors. The management company also is not liable for any damages arising from disposal restrictions that may be applied to the management company or depositary in respect of financial instruments.

In the event the management company is prevented from taking measures, fully or in part, due to circumstances mentioned above, the measures may be postponed until the obstacle has ceased. If, as a result of such circumstances, the management company is prevented from executing or receiving payment, the management company or unitholder shall not be liable to pay interest on late payment. Corresponding exemption from the obligation to pay interest on late payment applies even if the management company temporarily defers the date of purchase or redemption of fund units pursuant to §10.

§ 16.2 Limitation of the depositary's liability

Without deviating from the provisions of Chapter 3 14–16 §§ of the Swedish Investment Funds Act, the following applies regarding the depositary's liabilities:

In the event that the depositary has lost financial instruments deposited with the depositary, the depositary shall without undue delay return financial instruments of the same kind or issue an amount of equivalent value to the management company on behalf of the fund. However, the depositary is not liable for the loss of financial instruments caused by an external event outside the depositary's reasonable control, and whose consequences were impossible to avoid even though all reasonable efforts have been made, such as damage caused by Swedish or foreign legal statutes, measures taken by Swedish or foreign authorities, event of war, strike, blockade, boycott, lockout, interruptions in data communications or other similar circumstances. The reservation concerning strike, blockade, boycott and lockout applies even if the depositary is subject to or itself undertakes such a conflict.

The depositary is not liable for any damages other than the damages referred to in the first paragraph, unless the depositary intentionally or negligently caused such other damage. The depositary is not responsible for such other damages if the circumstances mentioned in the first paragraph are present.

The depositary shall not be liable for damages caused by a - Swedish or foreign – stock exchange or other marketplace, registrar, clearing organization or other provider of equivalent services, nor for - other than those mentioned in the first paragraph - damages caused by the depositary or other contractors with whom the depositary with due skill, care and diligence hired and regularly supervised or that is designated by the management company. The depositary is not responsible for damages caused by the insolvency of the said organizations or contractors. However, a contract for the custody of assets and ownership controls does not limit the depositary of its liabilities for losses and other damages under the Swedish Investment Funds Act.

The depositary is not liable for damages arising from the management company, unitholders of the fund, the fund or others in the event of disposal restrictions which may apply to the depositary regarding financial instruments. The depositary is in no case responsible for indirect damages. If the depositary is prevented, fully or in part, from execution of this agreement due to circumstances referred to in the first paragraph, the action may be postponed until the obstacle has ceased. In case of deferred payment, the depositary shall not pay interest on late payment. If interest is paid, the depositary shall pay interest at the interest rate applicable on the due date. If, as a result of the circumstance referred to in the first paragraph, the depositary is prevented from receiving payment for the fund, the depositary has the right to interest payments for the period during which the issue hindered payment only under the terms of the due date.

§ 17 Permitted investors

The fact that the fund is aimed at the general public does not mean that it is aimed at the kind of investor whose selling of units in the fund or participation in general is contrary to the provisions in Swedish or foreign legislation or regulations. Nor is the fund aimed at the kind of investor whose selling or holding of units in the fund means that the fund or the management company will be obliged to take registration measures or other measures that the fund or management company would not otherwise be obliged to take. The management company is entitled to refuse to sell to the kind of investor referred to above in this paragraph.

The company may redeem the unitholder's units in the fund – despite opposition from the unitholder – if it turns out to be the case that a unitholder has subscribed to units in the fund contrary to Swedish or foreign legislation or regulations or, as a result of the unitholder's selling or holding of units in the fund, the management company becomes obliged to take registration measures or other measures that the fund or management company would not otherwise be obliged to take if the unitholder did not hold units in the fund.

Redemptions in accordance with the previous paragraph are to be executed immediately. The stipulations in § 9 above regarding payment will also apply in the case of redemptions in accordance with this § 17.

The fund rules were adopted by the Board of the Management Company 2 September, 2019.