

EVLI FACTOR PREMIA FUND (AIF)

Rules

§ 1 Fund

The name of the fund is Erikoissijoitusrahasto Factor Premia in Finnish, Specialplaceringsfonden Evli Factor Premia in Swedish and Evli Factor Premia Fund (AIF) in English (hereinafter 'the Fund').

The Fund is a non-UCITS fund, which can differ from the general requirements regarding investment operations and limitations as referred to in the Act on Common Funds. In its investment operations, the Fund can use leverage and invest in commodity derivatives and non-standardized derivatives contracts. In addition, the Fund is an alternative investment fund (AIF) as referred to in the Act on Alternative Investment Fund Managers

§ 2 Management Company

The Fund is managed by Evli Fund Management Company Ltd (the "Management Company"). The Management Company represents the Fund in its own name, acts on the Fund's behalf in matters pertaining to the Fund and exercises the rights associated with the assets in the Fund.

§ 3 Custodian

The Custodian of the Fund is Skandinaviska Enskilda Banken AB (publ) Helsinki Branch ('the Custodian'). The Custodian may use corporations specializing in custodianship and supervised by the Finnish Financial Supervisory Authority or a corresponding foreign supervisory authority to assist it in the performance of its duties.

§ 4 The Fund's investment objective

The long-term investment objective of the Fund is a positive real increase in net asset value, as well as a return that is independent of conventional asset classes.

§ 5 The Fund's investment strategy

The Fund invests its assets globally in equities and other equity-linked securities, standardized and non-standard derivatives contracts and fixed income instruments. The Fund seeks increase in its net asset value by investing in factors identified in academic research. The correlation with conventional asset classes is kept at a low level by diversifying the investments in several factors and by short selling.

The Fund may also invest in alternative investment instruments, including foreign exchange, commodity and real estate market instruments. Real estate investments are only made through listed, so-called REIT companies or real estate investment funds. In risk management, the Fund may also invest the assets in instruments with the primary objective of focusing on portfolio risk management. The Fund will actively optimize the risk/return rate within the longterm volatility objective of 8 percent on aver-age. The Fund's assets may be invested in:

- 1. Equities and equity-linked instruments, such as convertible bonds, options, employee options, warrants, equity index notes, subscription rights, depository receipts, index shares, certificates and covered warrants.
- 2. Units of UCITS or collective investment schemes that are authorized to operate in Finland or an-other member state of the European Economic Area and comply with the requirements of the UCITS Directive based on the applicable laws of their domicile.
- 3. Units of Finnish non-UCITS, units of collective investment schemes other than those authorized to operate in a member state of the European

Economic Area, and units of collective investment schemes and alternative investment funds, the administration or portfolio management of which is the responsibility of parties that are authorized to operate in a country whose supervisory authority is a signatory of the IOSCO Multilateral Memorandum of Understanding (MMoU) or whose supervisory authority has otherwise established sufficient cooperation with the Financial Supervisory Authority, and provided that the collective investment schemes in question operate in compliance with their domestic legislation under the supervision of the respective country's recognized supervisory authority. It is also required that unit-holder protection and the regulations regarding the segregation of funds, borrowing and lending, and the conveyance of securities and money market instruments for no consideration are comparable to the requirements of the UCITS Directive.

- 4.1. Money market instruments and other fixed income securities whose issuer or underwriter is a member state of the European Economic Area, the central, regional or local authority or central bank of such member state, the European Central Bank, the European Union or the European In-vestment Bank, another OECD member state, or a supranational organization of which at least one member is a member state of the European Economic Area.
- 4.2. Money market instruments and other fixed income securities whose issuer or underwriter is a credit institution, insurance company, investment firm, or other entity operating in a member state of the European Economic Area or in another OECD member state.
- 5. Standardized and non-standardized derivatives contracts whose

EVLI

underlying assets may be securities, money market instruments, equity or other indices, credit default, units of mutual funds or collective investment schemes, derivatives contracts, financial indices, currency exchange rates or currencies, fixed income instruments, credit institution deposits, volatility index or variance, listed commodities or commodity baskets. The Fund can also invest in commodity derivatives allowing for physical deliveries. However, the commodity derivatives contracts are always cleared in monetary terms. The Fund may enter into non-standardized derivatives contracts with credit institutions or investment firms domiciled in a member state of the European Economic Area, or entities domiciled in another country as specified above under 4.2, to which regulations concerning financial stability, corresponding with the EU legislation, are applied and which comply with these regulations. Counterparty risks relating to investments in non-standardized derivatives contracts must not exceed 75 percent of the Fund's assets with any one counterparty if such counterparty is a credit institution within the meaning of point 4.2, or 50 percent of the Fund's assets in the case of any other counterparty.

The securities, money market instruments and standardized derivatives contracts referred to in points 1, 4 and 5 are publicly traded on the official list of a securities exchange, or they are traded on another regulated market which operates regularly and is recognized and open to the public. The Management Company will maintain a list of all marketplaces employed by the Fund, which will be available as needed from the Management Company.

- 6. Other money market instruments than those referred to in point 4, provided that their issue or issuer is covered by regulations on protecting investors and savings, and provided that their:
- a) issuer or underwriter is a member state of the EEA, the central, regional

- or local authority or central bank of such member state, the European Central Bank, the European Union, or the European Investment Bank, a country not belonging to the European Economic Area, or a state of such a country, or a supranational organization of which at least one member is a member state of the European Economic Area; or
- b) issuer is an entity whose issued securities are traded in a marketplace referred to in point d); or
- c) issuer or underwriter is an entity whose financial stability is supervised in accordance with the principles specified in EU legislation, or an entity subject to and complying with comprehensive regulation that corresponds to EU legislation; or
- d) issuer is another entity that issues money market instruments, the investments of which are covered by investor protection corresponding to that specified in points a, b or c above, and that the issuer's capital and reserves total no less than EUR 10 million and that the issuer prepares and discloses its financial statements in accordance with Council Directive 2013/34/EU, or is an entity belonging to a Group in which there are one or more companies whose issued securities are subject to trading in an approved marketplace referred to in the Act on Common Funds and which is specialized in Group financing, or is an entity specialized in financing of such securitization instruments in which the liquidity limit of the credit institution is exploited.
- 7. Deposits at credit institutions, provided that such deposits are repayable upon demand or can be withdrawn and become payable within 12 months, and that the institution is domiciled in a member state of the European Economic Area, or in Great Britain, Switzerland, the United States or Japan. No more than 50 percent of the Fund's assets may be invested in deposits accepted by any one credit institution.

- 8. Securities whose terms of issuance specify that they will become tradable on a public securities exchange or on another regulated market which operates regularly and is recognized and open to the public within one year of issuance, provided that it is probable that trading will actually begin by the expiration of said time.
- 9. Not more than 20 percent of the assets of the Fund in securities and money market instruments other than those referred to in points 1, 4, 5, 6 and 8 above.

Up to 80 percent of the Fund's assets may be invested in the securities or money market instruments of any one issuer, provided that investments in the securities and money market instruments of such issuer in combination with any deposits accepted by it, or any non-standard derivatives contracts that expose the Fund to counterparty risk relating to said entity, may not exceed 100 percent of the Fund's assets. The restriction does not concern investments in units of UCITS, collective investment schemes or AIFs referred to in points 2 and 3 above. All of the Fund's assets may be invested in the units of a single UCITS, collective investment scheme or AIF and the Fund may own all the units in a UCITS, collective investment scheme or AIF in which it invests.

Up to 100 percent of the Fund's assets may be invested in the money market instruments or other securities of a single issuer or underwriter defined in point 4.1 above, provided that they originate from at least four separate issues and no more than 30 percent of the Fund's assets are invested in any one issue. The rating of fixed income instruments must be, on average, at least BBB- (S&P) or a corresponding rating.

The assets of the Fund may only be invested in the units of UCITS, collective investment schemes or AIFs whose fixed annual management fee does not exceed 4 percent of the net



asset value of such UCITS, collective investment scheme or AIF. The investments in UCITS, collective investment schemes or AIFs may also be subject to performance-based fees in addition to such fixed management fees.

The assets of the Fund may also be invested in shares or units of other funds managed by the Management Company. The Management Company will also charge a management fee and eventual subscription and redemption fees for these investments if more favorable terms cannot be negotiated.

The Fund must hold a sufficient cash balance at all times. The Management Company may borrow money in the name of the Fund for the purposes of the Fund's investment operations, asset management and fund management operations to an extent not exceeding 50 percent of the Fund's as-sets.

To promote efficient asset management the Fund may enter into lending and repurchase agreements with respect to any securities and money market instruments held by it, provided that they are cleared through a clearing house that meets the definition of the law, or a corresponding foreign entity. Lending and repurchase agreements containing generally accepted terms and conditions may also be concluded with domestic and foreign credit institutions or investment firms that are subject to the supervision of a recognized regulatory authority. The total value of securities lent may not exceed 25 percent of the Fund's net asset value. This restriction does not apply to lending agreements that can be terminated and whose underlying securities can be immediately recovered upon demand. The combined value of repurchase agreements and the borrowings referred to in the preceding paragraph may not exceed 75 percent of the Fund's assets.

Derivative instruments may be used, in accordance with the regulations of

the Financial Supervisory Authority, within the investment strategy and objectives of the Fund as well as for hedging purposes and to replace underlying assets in situations in which it is deemed to be more cost-efficient than buying the underlying assets. The Fund may buy and sell options, forward contracts and financial futures (including credit derivatives) independent of whether the Fund maintains a position in the underlying investments, and may make interest rate, currency and credit default swaps in accordance with the terms and conditions generally in use on the markets. Currency derivative positions may be formed between the following currencies: Euro, Swedish krona, US dollar, Japanese yen, pound sterling, Swiss franc, Norwegian krone, Danish krone, Islandic krona, Russian ruble, Polish zloty, Australian dollar, Brazilian real, Canadian dollar, Chinese yuan, Indian rupee, Indonesian rupiah, Mexican peso, South-African rand, South-Korean won, Turkish lira, New Zealand dollar, Hungarian forint, Thai baht, Malaysian ringgit, Singapore dollar, Hong Kong dollar, Taiwanese dollar, Chilean peso, Colombian peso, Peruvian sol, Czech koruna, Bulgarian lev, Philippine peso, Israeli shekel, Pakistani rupee and United Arab Emirates dir-

The collateral requirement based on the Fund's derivatives positions as well as on its lending and repurchase agreements may not exceed 80 percent of the Fund's assets. The total market value of all option premiums may not exceed 40 percent of the Fund's assets. The Fund can pledge its assets so that the respective ownership is transferred to the secured party (Prime Broker).

The delta-adjusted value of an equity position of the Fund, including equity derivatives, may vary be-tween -2.0 and +2.0 of the Fund's assets. The average duration of fixed income instruments, including fixed income derivatives, may be at least -20 and at most 20 years. The combined risk of the Fund's securities, money market

instruments and derivatives contracts will be monitored daily on the basis of the collateral requirement and the delta and/or Value at Risk (VaR) ratio of the total exposure.

The Fund's total commodity position may vary between -2.0 and +2.0.

The Fund's combined market risk may not exceed 2,000 percent.

§ 6 Units in the Fund and the unit holder

The Fund may have both yield and growth units. The units in the Fund may be divided into fractions. One (1) unit will be formed of ten thousand (10,000) fractions of equal size.

The Fund may contain fund unit series that are distinguished from each other on the basis of their management fees, denomination currency, or index, inflation, fixed income, currency or other derivative hedging. The Board of Directors of the Management Company will decide on the issue of each fund unit class and series and will determine the terms of subscription, which will be notified in the key investor information document and fund prospectus valid at any time. The terms of subscription may vary depending on the subscription amount, investment horizon, distribution channel, geographical area or the overall customer relationship with Evli Group.

A fund unit entitles the holder to a share of the Fund's assets that is proportional to the total number of fund units, taking into account the relative values of the fund unit series and classes. If, as a result of a new subscription or a fund switch, a unit holder's holdings in one fund unit series rise above the minimum subscription amount in another fund unit series, or if the unit holder's overall customer relationship at Evli Group grows during the ownership period, the Management Company will, upon the request of the unit holder, convert the holdings to apply to the fund unit series whose minimum subscription amount, at the time of



conversion, has been exceeded as a result of the new holdings, or to which the overall customer relationship entitles.

If, as a result of redemptions or fund switches, a unit holder's holdings in one fund unit series fall be-low the minimum subscription amount valid at the time of subscription for the series in question, or if the unit holder's overall customer relationship at Evli Group diminishes during the ownership period, the Management Company will be entitled to convert the holdings to apply to the fund unit series whose minimum subscription amount the holdings correspond with, or to which the overall customer status at the time of conversion entitles, taking into account the equal treatment of unit holders.

The Management Company will keep a register of all the units in the Fund and it will register the transfers of ownership. The Management Company will not provide unit holders with a written certificate of participation.

§ 7 Distribution of the Fund's re-

The Annual General Meeting of the Management Company will decide on the dividends to be distributed annually to the holders of yield units, and the payment thereof. The percentage stated in a valid fund prospectus of the net asset value of a yield unit on the date of the Annual General Meeting of the Management Company is the minimum amount that will be distributed as dividends. The aim will be to distribute a return that is as stable as possible. The dividends distributed on yield units will be deducted from the capital of the Fund calculated for yield units.

The dividends will be paid to the holders of yield units in accordance with the information in the register on the date of the Annual General Meeting of the Management Company no later than one (1) month after the Annual General Meeting of the

Management Company. The dividends will be paid to the bank account notified by the unit holder.

Dividends will not be distributed on growth units; instead the returns on them are added to the value of the units and invested in accordance with the Fund's investment strategy.

§ 8 Net asset value of the Fund and fund units

The net asset value of the Fund will be the value of its assets less its liabilities.

The securities and derivative contracts of the Fund are valued at the existing market value. This means the official closing price at the closing of the market in a public price tracking system. In the case of equities, equity-linked securities and derivatives, this means the latest trading price, and for fund units, the latest confirmed price. For fixed-income instruments this means the latest trading price or the average of purchase quotations in the market making system. Deposits are valued at nominal value, taking into account any accumulated interest. Lending and repurchase agreements are valued based on the market values of the underlying securities. Securities for which no reliable market value is available are valued on the basis of objective criteria as instructed by the Board of Directors of the Management Company. In determining the Fund's net asset value, the Management Company will employ the average of the most recent buy and sell quotations issued by international foreign exchange banks in a public quotation system or the daily currency rates published by the European Central Bank.

The net asset value of the fund units will be the net asset value of the Fund, calculated in the manner described above, divided by the number of units in issue, provided that any dividends paid on yield units will be taken into account in calculating the value of yield units. The net asset value of the fund units will be

expressed in the Fund's base currency or the denomination currency of the unit series.

Units in the Fund may be issued in currencies other than the euro. If units in the Fund have been is-sued in currencies other than the euro, the net asset value of the fund units denominated in foreign currencies will be calculated at the same exchange rates as the Fund's net asset value. Currency derivatives can be used to hedge fund units denominated in foreign currencies against currency risk. The costs of hedging fund units that include a currency or other derivative hedge, the costs of exchanging currency, and gains or losses from hedging measures will be allocated only to the relevant unit series.

The net asset values of fund units are generally calculated on every Finnish banking day excluding those Finnish banking days on which the net asset value of the Fund or the value of its investments cannot be accurately determined due to foreign public holidays or bank holidays. Such public holidays or bank holidays include religious holidays, national days or other national celebrations and public holidays. A list of days on which the net asset values of fund units are not calculated will be available from the Management Company and on the Management Company's website.

If the net asset values of fund units cannot be reliably determined, the Management Company can temporarily suspend the calculation of the net asset value of fund units in order to secure the equality of unit holders. Situations in which net asset value calculation can be discontinued include exceptionally unstable or unpredictable market conditions, exceptional conditions or any other important reason. The latest net asset value of fund units will be available from the Management Company and on its website.



§ 9 Subscription, redemption and switch of fund units

Fund units may be subscribed for and redeemed at the Management Company and in other subscription locations designated in the fund prospectus during the Fund's opening hours determined in Section 8. Subscription of fund units will not be possible on banking days on which the calculation of the net asset value of fund units is temporarily halted in accordance with Section 8. A list of days when subscriptions or subscription orders cannot be executed will be available from the Management Company.

The Management Company accepts subscription orders on all banking days. The fund unit subscriptions will be executed at the net asset value of the unit to be confirmed for the banking day on which the order was submitted, provided that the subscription order was submitted within the specified time and that the Management Company has been supplied with the required information on the subscriber and the subscriber's identity. The subscriber must, in conjunction with the subscription, indicate the unit series in question and whether the subscription concerns growth or yield units. The subscription payment must be available to the Management Company within the standard time generally applied in the industry. The subscription payment will be charged two banking days after the subscription. A more detailed description of the payment schedule and payment of the subscription payment is presented in the funds' order instructions and the fund prospectus.

If the subscription order is registered by the Management Company on the order date at 2 pm (Finnish time) or later, or if the order date is not a banking day or a day when the Fund is open for trading, the subscription will be executed at the fund unit value calculated for the subsequent possible banking day or opening day.

The Management Company will have the right to refuse to execute a subscription order, or to reject a subscription or subscription order, or to postpone the execution of an order. if it has not been sup-plied with the information required for executing the subscription, if in the opinion of the Management Company there is no real need for the client relationship, or if it is estimated that the client relationship will impair other unit holders' interests or equality. The Board of Directors of the Management Company may provide more detailed instructions on how to subscribe for fund units from outside of Finland or by using a currency other than that used in Finland at any given time.

The Management Company accepts redemption orders on all banking days. Redemption orders must be submitted to the Management Company on the order date before 2 pm (Finnish time). The written certificate of participation, if any, must be submitted to the Management Company in connection with a redemption order. The redemption transaction will be executed at the net asset value of the fund unit to be confirmed for the redemption date, provided that the Fund has the assets reguired for the redemption and that the calculation of the net asset value of the fund unit has not been temporarily suspended. Redemption orders received and registered after 2 pm (Finnish time) will be executed at the net asset value of the fund unit on the subsequent possible banking day, provided that the calculation of the net asset value of the fund unit has not been temporarily suspended. The redemption proceeds less any redemption fee will be paid two banking days following the redemption date. A more detailed description of the payment schedule and payment of the redemption amount is presented in the funds' order instructions and the fund prospectus.

The redemption transaction must be executed with the assets of the Fund. Should the Fund need to acquire the

assets for the redemption transaction by selling assets of the Fund, this will take place without undue delay and no later than two (2) weeks after the redemption order has been issued to the Management Company. The redemption transaction will, in that case, be executed at the net asset value of the fund units on the date on which the proceeds from the sale of assets have been received. The Fund may, for a special reason and with the permission of the Financial Supervisory Authority, exceed the said twoweek (2-week) time limit in order to execute a redemption transaction. A redemption order may be cancelled only with the consent of the Management Company.

The Management Company may restrict the redemption of fund units when the volume of a redemption order is large in relation to the Fund's liquid assets or capital. The Management Company may temporarily suspend the redemption of fund units if it is in the best interests of the unit holders, if it is required in order to ensure equality, or due to some other especially important reason.

The Management Company may temporarily suspend the redemption of fund units if the Fund's primary marketplace or a significant portion of marketplaces are closed, or if trading in said marketplaces has been restricted, or if there are disruptions in normal communications, or if the Management Company may be forced to sell the Fund's assets at a price that is significantly lower than their market value.

In special circumstances, the Management Company and unit holder may agree that fund units can alternatively be redeemed by giving the unit holder investment instruments of the Fund or securities and cash corresponding to the redemption price. When making a redemption agreement, the Management Company must ensure that the transaction will not endanger the interests of other unit holders in the Fund.

The Management Company may, at its own initiative, redeem the fund units of a unit holder without the unit holder's order or consent, if there is an important reason related to the unit holder, which rea-son also involves obligations to which the Management Company is subjected due to the unit holder's holding in the Fund and which the Management Company cannot reasonably be expected to manage. An important reason may arise when a unit holder moves to a country that requires significant additional reporting or that requires the Management Company join as a member to foreign entities that it would not otherwise need to join, or that requires the Management Company to comply with local legislation concerning its operations in other than the Management Company's own country of domicile. An important reason may also arise if a unit holder is placed on a sanctions list, and action in violation of the sanction would likely cause significant harm to the Management Company's operations or cause the Management Company to contravene laws or regulations applying to its operations. The redemption will be executed at the value applying on the date of making the redemption decision and no redemption fee will be charged. The unit holder will be notified of the redemption and its reason immediately the Management Company has become aware of the grounds for the redemption.

Within the Fund, a unit holder may switch yield units into growth units, or vice versa, or fund units de-nominated in one currency into fund units denominated in another currency.

Fund units may be conveyed. The new unit holder must present an account of the acquisition to the Management Company, after which the holding will be entered in the fund unit register.

§ 10 Subscription and redemption fees

The Management Company will charge a subscription fee of a

maximum two (2) percent of the subscription price, and a redemption fee of a maximum two (2) percent of the net asset value of the unit. The fee for a single redemption transaction will, however, be at least the minimum fee stated in the key investor information document. In connection with a subscription or redemption, the Management Company may transfer the deducted fee partly or wholly to the Fund to cover the trading costs resulting from the Fund's investment activity. The Board of Directors of the Management Company will decide on the amount of the subscription, redemption and switch fees valid at any given time for each fund unit class and series, and the registration fee to be paid for transfers of ownership rights. The valid key investor information documents and the funds' schedules of fees contain more detailed in-formation on fees.

§ 11 Fees payable to the Management Company and Custodian

The Management Company will receive a management fee for its services that consists of a fixed and a performance-based component. The maximum fixed fee payable, including the fee paid to the Custodian, will vary by fund unit series and will be 1.00 percent per annum based on the daily net asset value of the Fund. The actual amount of this fee will be set by the Management Company's Board of Directors.

The performance-based fee is determined on each valuation day on the basis of the amount by which the Fund's return (increase in the value of the growth units after the deduction of the fixed fee before deducting the performance-based fee) exceeds the reference value or the benchmark index return. The maximum amount of the performance-based fee is 10 percent of the difference between the Fund's return and the reference value or the benchmark index return. The difference is calculated beginning from the time of observation when the fee was last charged (or from the start of operations if the performance-based fee has not been

charged before). In calculating the return difference, the High Watermark principle will be applied to each fund unit series, and the highest historical value will be taken into account retrospectively for at least 24 months and at most from the start of the action. If the Fund outperforms the benchmark index, the performance-based fee will be charged as specified above. However, if the Fund underperforms the benchmark index, no fee will be charged. More specific information on the reference value or the benchmark index and a description of the performancebased management fee is presented in the valid fund prospectuses.

The amount of both the fixed and the performance-based fee will be calculated daily and deducted from the Fund's net asset value as a debt of the Fund to the Management Company. The Management Company will charge its fees monthly in arrears.

§ 12 Meetings of unit holders

An Annual General Meeting of Unit Holders will be held when the Board of Directors of the Management Company deems it necessary, or if the auditors, independent board members or the unit holders who together hold at least one-twentieth (1/20) of all the units in issue demand it in writing for the handling of a matter specified by them.

Should the unit holder proposing the convention of a meeting not have a sufficient qualified minority holding, the Management Company will notify the other unit holders of the proposal it has received. For valid reason, the Management Company is entitled to refuse to notify the other unit holders if there are no grounds to convene a meeting on the unit holder's demand. For instance, a decision adopted by an earlier meeting on the same matter constitutes a valid reason if no new grounds for discussing the matter have arisen.

Each unit in the Fund entitles its holder to one (1) vote at the General Meeting of Unit Holders. If the unit



holder's entire holding in the Fund totals less than one whole unit, the unit holder will have one vote at the meeting. A unit holder will not be entitled to use the rights of a unit holder at a meeting before the holding has been registered.

At a General Meeting of Unit Holders, decisions will be made by a simple majority of votes, with the chairman having the casting vote in the case of a tie. Tied elections will be decided by drawing lots.

§ 13 Notice to convene a General Meeting of Unit Holders and notification of attendance

The Board of Directors of the Management Company will convene a General Meeting of Unit Holders. The notice of a General Meeting of Unit Holders will be sent to registered unit holders to the address-es submitted by them to the unit register by mail or, with the consent of the unit holder, by e-mail or by using another electronic means of communication, or by a notice published in at least one national newspaper published in Helsinki at least one (1) week before the last date of notification of attendance at the meeting. Other notices relating to the Fund will be submitted by mail to registered unit holders at the addresses notified by them to the unit register or, with the consent of the unit holder, by e-mail or by using another electronic means of communication, or by a notice published in at least one national newspaper published in Helsinki.

In order to attend a General Meeting of Unit Holders, a unit holder must inform the Management Company of the intention to attend at the place specified in the notice and no later than on the date specified therein, which may not be earlier than seven (7) days prior to the meeting.

§ 14 The matters on the agenda at an Annual General Meeting of Unit Holders

The Chairman of the Board of Directors of the Management Company or another person designated by the

Board of Directors of the Management Company will open an Annual General Meeting of Unit Holders. At least the following matters will be on the agenda of an Annual General Meeting of Unit Holders:

- 1. Election of the chairman of the meeting
- 2. Drawing up and approval of the register of votes
- 3. Election of two (2) inspectors of the minutes as well as two (2) vote counters
- 4. Confirmation that the meeting is legally convened and has the necessary quorum
- 5. Other matters mentioned in the notice to convene.

§ 15 Financial year of the Management Company and the Fund

The financial year of the Management Company and the Fund will be the calendar year.

§ 16 Annual report and semi-annual review

The Management Company will prepare the annual reports of the Management Company and the Fund. The annual reports will be published within three (3) months of the end of the financial periods of the Management Company and the Fund. The Management Company will compile the semi-annual review of the Fund. The semi-annual review will be published within two (2) months of the end of the review period. The documents referred to above will be available at the Management Company.

§ 17 Fund prospectus and key investor information document

The Management Company will maintain a fund prospectus and key investor information document referred to in the Act on Common Funds. The documents will be available at the Management Company.

§ 18 Amendment of the Fund rules

The Board of Directors of the Management Company will decide upon the amendment of the Fund rules. The Financial Supervisory Authority, as well as all unit holders, must be notified of the amended Fund rules by mail to the address stated in the unit register or, with the consent of the unit holder, by e-mail or another electronic means of communication. or by a notice of the amendment published in one national newspaper published in Helsinki or on the internet at www.evli.com. An amendment to the rules will enter into force one (1) month after it has been confirmed and brought to the knowledge of the unit holders. A unit holder will be deemed to have been informed of the amendment on the fifth (5) day after a notification of the amendment of the rules has been sent, or on the day of its publishing. Upon its entry into force, the amendment to the rules will apply to all of the unit hold-

§ 19 Agents

The Management Company may outsource its operations to be carried out by an agent. The fund prospectus and the key investor information document contain information about circumstances in which the Management Company may use agents at any given time.

§ 20 Remuneration

A significant portion of the salary and the variable portions of the salary of persons in the service of the Management Company to which the Management Company's incentive system must be applied under the Act on Common Funds must be paid as fund units of the mutual fund in question, or as such other financial instruments that provide an equally effective incentive as fund units.

§ 21 Disclosure of Information

The Management Company will have the right to disclose information on unit holders in accordance with legislation valid at any given time.

§ 22 Applicable law

The Finnish law will be applied to the operations of the Management Company and the Fund.

October 1, 2020