

Fund rules – Simplicity Global Tema

§ 1 The legal position of the Fund

The name of the investment fund is Simplicity Global Tema, hereinafter called the Fund. The Fund is a securities fund as defined by the Swedish Investment Funds Act (2004:46).

The Fund capital is owned jointly by Fund's unit holders. Each unit in each share class carries an equal right to the property in the Fund.

The Fund has the following share classes:

Share class A – Accumulating (non-distributing), maximum management fee of 1.35 % per annum.

Share class B – Distributing, maximum management fee of 1.35 % per annum.

Share class C – Accumulating (non-distributing), maximum management fee of 0.75 % per annum, with special conditions for distribution.

The Fund cannot acquire rights or incur obligations. The fund company referred in § 2 represents the unit holders in matters relating to the Fund, makes decisions regarding the property in the Fund and exercises the rights ensuing from the property.

Operations are conducted in accordance with these Fund Terms and Conditions, the Fund Company's articles of association, the Swedish Investment Funds Act (2004:46) and other applicable ordinances.

§ 2 Fund Manager

The Fund is managed by Simplicity AB, corporate identity no. 556611-4723, hereinafter referred to as the Fund Company.

§ 3 Depositary and its tasks

The custodian institution for the fund's assets is Skandinaviska Enskilda Banken AB (publ), registration number 502032-9081 (the "Custodian").

The Custodian shall receive and hold the assets included in the Fund and execute the instructions of the Fund Company regarding the investment fund, provided they do not conflict with the provisions of the Securities Funds Act, other regulations, or these fund rules. The Custodian shall ensure that:

- the sale, redemption, and cancellation of fund units are conducted in accordance with the provisions of the law and the fund rules,
- the value of the fund units is calculated according to the provisions of the law and the fund rules,
- payments for transactions related to the Fund's assets are promptly deposited into the Fund, and
- the Fund's income is used in accordance with the provisions of the law and the fund rules.

The Custodian shall act independently of the Fund Company and solely in the interests of the unit holders.

§ 4 The nature of the fund

The Fund is an equity fund that invests globally in companies in various industries.

The Fund's investments are made in companies with, according to the fund company's assessment, sustainable operations. More information about the Fund's sustainability criteria can be found in the information brochure.

The Fund's financial aim is to generate positive, long-term growth in value and higher risk-adjusted returns than its benchmark index. The Fund's benchmark index consists of global equities and is disclosed in the Fund's information brochure.

The Fund's holdings may deviate significantly from the benchmark index.

§ 5 The Fund's investment orientation

The Fund may invest its assets in transferable securities, money market instruments, fund units, derivative instruments, and accounts with credit institutions.

At least 75 % of the Fund's investments in financial instruments shall be invested in equity, equity-related transferable securities, and equity-related financial instruments.

The fund's capital is invested globally. In investment decisions, both qualitative and / or quantitative analyses are applied to identify companies that are expected to have a high risk-adjusted return.

The Fund's investments are made in companies that, according to the Fund Company's assessment, contribute to one or more of the UN's sustainable development goals or, according to the Fund Company's assessment, have environmentally sustainable activities according to the EU taxonomy. The aim is to invest in shares that contribute to a sustainable development.

The Fund does not invest in shares that neither contribute to one or more of the UN's sustainable development goals nor have environmentally sustainable activities according to the EU taxonomy.

The fund follows the fund company's policy for responsible investments. The fund's application of sustainability-related criteria is fully described in the fund's prospectus.

The Fund shall invest a maximum of 10 % of its value in fund units.

§ 6 Marketplaces

The Fund's capital may be invested in regulated markets or equivalent markets outside the EEA. Trading may also take place in another market within or outside the EEA which is regulated and open to the public.

§ 7 Special investment focus

The Fund may invest in such transferable securities as referred to in Ch. 5 § 5 IFA.

The Fund may not invest in such money-market instruments as referred to in Ch 5. § 5 IFA.

The Fund may make use of derivatives to improve management efficiency with the aim of decreasing costs and risks.

The Fund may not invest in such derivative instruments as referred to in Ch. 5 § 12 second paragraph IFA (OTC derivatives).

§ 8 Valuation

The value of the Fund is calculated by deducting from the assets any liabilities linked to the Fund, including yet unlevied taxes according to the Fund Company's stipulation as well as the charges stated in § 11 below.

The value of traded securities, mutual funds, money-market instruments, investments in accounts with credit institutions and derivatives are carried out at current market value. By market value means closing price or, if not available, the last bid price or, if not specified, last sales price. If this market value cannot be obtained or, in the opinion of the Fund Company, it is misleading, they may be reported at the value decided on objective grounds by the Fund Company. With objective grounds means that a market value is obtained according to special valuation based on data for last paid price or indicative purchase price from market-makers if such are stipulated for the issuer. Where such information is lacking, or is not considered reliable by the Fund Company, the market value is established based on information from independent parties or by other external, independent sources. If the market for certain securities is not active, valuation may be done by use of a generally accepted valuation method established in the market, such as cash flow analysis or comparison with other similar transactions that took place under market conditions during a similar period.

The market value of such transferable securities as referred to in Ch. 5 § 5 IFA are established in accordance with a special valuation. The basis for this special valuation can be laid, among other things:

- market price from an active non-regulated market,
- market value obtained according to a specific valuation based on the latest price paid or indicative purchase rates from market-makers,
- other generally accepted valuation method established in the market, such as cash flow analysis or comparison with other similar transactions that took place under market conditions during a similar period.

As the Fund has several share classes, which are subject to different conditions in certain respects, the Fund Company must take this into account when calculating the value of a fund share in each share class. The value of a unit in a specific share class of the fund is the value of the share class divided by the number of outstanding shares in the relevant share class. The units of the respective share class must be equal.

The value of each unit shall be determined by the Fund Company on each banking day.

§ 9 Sale and redemption of units

Fund units are sold and redeemed by the fund company. Sale (a unit holders' purchase) and redemption may normally take place on every business day. However, the Fund is not open for the sale and redemption such banking days when the valuation of the Fund's assets cannot be done in a way that ensures the unit holders' same right as a result of that one or more of the market places listed in § 6 that the Fund trades on, are fully or partly closed.

The fund consists of the following share classes:

Share class A

Subscriptions and redemptions of shares are made in SEK. The minimum sales amount is 100 SEK. Generally, subscriptions and redemptions can be executed daily.

Share Class B

Subscriptions and redemptions of shares are made in SEK. The minimum sales amount is 100 SEK. Generally, subscriptions and redemptions can be executed daily.

Share class C

Subscriptions and redemptions of shares are made in SEK. The minimum sales amount is 100 SEK. Generally, subscriptions and redemptions can be executed daily. Share class C can only be traded by:

- Investors who, within the framework of investment service contract under Ch. 2, § 1 of the Swedish Securities Market Act (2007:528) or equivalent Swedish or foreign regulation, invest in the fund and no compensation is paid from the fund management company to the provider of the investment service, and
- insurance companies that invest in the fund within the framework of agreements with policyholders and no compensation is paid to the company or insurance distributor by the fund management company.

Units in share class A shall be transferred to units in share class C if the conditions for investing in share class C are fulfilled.

Units in share class C shall be transferred to units in share class A if the conditions for investing in share class C cease to exist.

A request for sale is made by paying a minimum amount of 100 SEK into the Fund Company's bank account or bank giro account.

A request for redemption of a unit in the Fund is made in writing or by fax to the Fund Company or, by separate agreement, electronically. The redemption request shall be in writing and shall be signed personally by the unit holder, except when electronic means are used.

A request that reaches the Fund Company by 08:00 at the latest on a full and on a half banking day is executed on the same day. Should a request be received by the Fund Company after 08.00 on a full banking day and on a half day, the Fund Company is entitled to execute the request either on the same banking day or on the next banking day.

If funds for redemption must be procured through the sale of securities, such sale and redemption shall take place as soon as possible. If a sale could be essentially disadvantageous to other unit holders' interests, the Fund Company shall, following notification to the Swedish Financial Supervisory Authority, defer the sale.

In the case of redemption of units, payment is made no later than three (3) banking days after redemption has been executed.

The price of the unit in conjunction with sale and redemption is set at the end of the banking day on which the sale or redemption takes place. Sale and redemption thus take place at a rate unknown to the unit holder at the time the request for sale or redemption is made.

A request for redemption may only be revoked with the consent of the Fund Company.

The price in conjunction with the sale of a unit (a unit holder's purchase) shall be the unit value on the date the sale takes place. The redemption price of a unit shall be the value of the unit on the date redemption takes place. The unit value is published on the Fund Company's website, no later than the banking day following the banking day on which the unit value is determined as under § 8.

§ 10 Closure of the Fund in extraordinary circumstances

The Fund may be closed for sale and redemption if extraordinary circumstances arise that prevent valuation of the Fund's assets from being made in a manner that assures equal rights for the unit holders.

§ 11 Fees and payment

§ 11.1 Conditions for fees for share classes A, B and C

Payment shall be made from the capital in the Fund to the Fund Company for its management of the Fund. Such compensation includes costs for depositing (the Depository), supervision, and auditors. The payment is calculated daily on the Fund's value distributed on the respective share class at 1/365th part of the whole. The payment per year may not exceed what is stated below under the respective share class.

Share class A

The payment to the Fund Company may not exceed 1.35% per year.

Share Class B

The payment to the Fund Company may not exceed 1.35% per year.

Share class C

The payment to the Fund Company may not exceed 0.75% per year.

§ 11.2 Brokerage etc.

Brokerage fees and other costs, as well as tax in conjunction with the Fund's buys and sales of financial instruments, are charged to the Fund, as well as any remuneration to providers of analytical services and corresponding services. The fund can be charged with costs for analysis.

Any additional VAT is added to the fee.

§ 12 Dividends

Share classes A and C – Accumulating (non-distributing) share classes

The share classes do not pay dividends.

Share class B – Distributing share class

Annual dividend

This share class pays out dividend. The Fund Company decides annually on the dividend to be paid out to holders of the distributing share class. Dividend is calculated based on the distributing share class's share of the Fund's value. To determine the size of the dividend the change in value of a fund unit in the distributing share class that has been held since the previous dividend is considered. The Fund Company may determine the dividend to a higher or lower amount than the change in value.

For the dividend that accrue to a fund unit, the Fund Company shall, after any deduction of withholding tax, pay the dividend in cash if no special request for reinvested dividend has been made. Request for reinvested dividends shall be made in writing and must have reached the Fund Company no later than ten business days before the record date for the dividend. Payment of dividends shall be made in April-May the year following the fiscal year to unit holders who are, at record date determined by the Fund Company, registered unit holders of the distributing share class.

The distribution affects the ratio between the value of the accumulating shares and the value of distributing shares because the value of the distributing fund units decreases in relation to the size of the dividend.

§ 13 The Fund's financial year

The Fund's financial year is the calendar year.

§ 14 Interim report and annual report, changes to Fund Terms and Conditions

The Fund Company shall publish an interim report for the first six months of the financial year within two months of the end of the half-year and an annual report on the Fund within four months of the end of the financial year. The documents shall be sent free of charge to any unit holder who requests and shall be available at the Fund Company and the Depository.

Changes to the Fund regulations may only be made following a decision by the board of the Fund Company and shall be submitted to the Swedish Financial Supervisory Authority for approval. Following approval of a change, the decision shall be available at the Fund Company and the Depository and shall be made public in the manner stated by the Swedish Financial Supervisory Authority.

§ 15 Pledging and assignment

Pledging of units shall be notified in writing to the Fund Company. Notification shall state the unit holder, the pledgee, which shares are covered by the pledge and any limitations on the scope of the pledge. Unit holders shall be informed in writing that the Fund Company has made a note regarding the pledge in the unit holders' register.

The pledge ceases when the pledgee has notified the Fund Company in writing thereof. When the pledge has ceased, details regarding the pledge are removed.

The Fund Company is entitled to payment from the unit holder for registration of up to SEK 500.

§ 16 Limitation of liability

Each unit holder should study in detail the risks that are associated with the financial instruments in which the Fund invests as stated in the KIID and the information brochure.

The Fund Company is not liable for any loss arising from a legal enactment, official measure, act of war, strike, blockade, boycott, lockout, or other similar circumstances, such as computer or telephone faults. The reservation regarding a strike, blockade, boycott and lockout also applies if the Fund Company is the object of or takes such a conflict measure.

Any losses that arise in other cases will not be compensated by the Fund Company if normal caution has been observed.

The Fund Company is not liable in any event for any indirect loss, nor is it liable for any loss caused by a custodial bank or other agent which the Fund Company has engaged with appropriate care. Nor is the Fund Company liable for any loss that could arise by reason of a restriction on disposition that could be applied against the Fund Company.

If the Fund Company is prevented from taking action as a result of circumstances stated in the second paragraph, such action shall be postponed until the impediment has ceased. If, as a result of such a circumstance, the Fund Company is prevented from executing or receiving payment, the Fund Company shall not be under any obligation to pay penalty interest.

Notwithstanding the above, Ch. 2 § 21 IFA shall always apply.

In case the custodian bank or depository has lost financial instruments which are deposited with the custodian or the depository, the custodian shall without unnecessary delay return financial instruments of the same kind or issue a cash amount equivalent to the value of the financial instruments to the fund company on behalf of the fund. The custodian is not responsible for the loss of financial instruments caused by an external event outside the custodian's reasonable control and whose consequences were impossible to avoid even though all reasonable efforts were made, such as damage caused by Swedish or foreign lawmakers, Swedish or foreign government action, war event, strike, blockade, boycott, lockout, or other similar circumstances. The reservation regarding strike, blockade, boycott and lockout applies even if the custodian is subject to or itself takes such a conflict.

The depository is not responsible for any damage other than such damage as referred to in the first paragraph unless the depository intentionally or negligently caused such other damage. The depository also does not respond to such other damage if circumstances referred to above exist.

The depository is not liable for damage caused by a Swedish or foreign stock exchange or other marketplace, registrar, clearing organization or other providing corresponding services and, in respect of any damage other than those listed above, neither for damage caused by a custodian bank or other contractor that the depository with due diligence, proficiency and care hired and regularly supervised or if such organization was designated by the fund company. The depository is not responsible for damage caused by the insolvency of said organizations or contractors. However, a contract of storage of assets and ownership control does not separate the custodian from its liability for losses and other damages under the Securities Funds Act.

The depository is not liable for damage incurred by the fund company, the unitholders of the fund, the fund, or other in the event of restriction of disposition such as may apply to the depository in respect of securities.

The depository is in no case responsible for indirect damage.

In the case of obstruction for the depository to fully or partially implement action according to this agreement due to circumstances set out above, the action shall be postponed until the obstruction has ceased. In the event of delayed payment, the depository shall not charge any interest on overdue payments. If interest is pledged, the depository shall pay interest at the interest rate applicable on the due date.

Should the depository, as a result of circumstances set out above, be hindered to receive payment for the funds, the depository may charge interest as stipulated on the due date for the time reception of payment is hindered.

The depository's liability is, notwithstanding the above, regulated according to Ch. 3 §§ 14-16 IFA.

§ 17 Permitted investors

The Fund is intended for the general public, but not to such investors whose subscription of units in the Fund is in conflict with the provisions of Swedish or foreign law or regulations. The Fund is not intended for such investors whose subscription or holding of shares in the Fund means that the Fund or the Fund Company is obliged to take registration measures or other measures which the Fund or Fund Company would not be obliged to take otherwise. The Fund Company has the right to refuse subscription from such an investor referred to in this paragraph.

The Fund Company may redeem the unit holder's holdings in the Fund to unit holder's contestation, if it should prove to unit holders subscribed for units in the Fund in conflict with the provisions of Swedish or foreign law or regulations or that the Fund Company due to the shareholder's subscription or holding in the Fund is obliged to take registration measures or other measures for the Fund or the Fund Company which the Fund or the Fund Company not would be obliged to take if the shareholder would not hold units in the Fund.

In case of any discrepancy between the Swedish-language version of this Fund terms and conditions and any translation thereof, the Swedish-language version shall prevail, and the Fund rules and conditions shall be construed in accordance with the Swedish-language version.