



Rules of OP-America Small Cap Fund

Each fund's rules comprise fund-specific rules (§1–3) and a set of common rules (§4–20) of all funds managed by OP Fund Management Company Ltd (Fund Management Company). The fund-specific rules lay out characteristics specific to each fund and exceptions and specifications to the common rules, whereas the common rules lay out the rules common to all funds managed by OP Fund Management Company. The Fund complies with the common rules and deviates from them only to the extent as provided by its fund-specific rules.

The Fund rules were adopted on 24 October 2024 and apply as of 16 December 2024.

§1 Name of the Fund

The Fund's name is OP-America Small Cap Fund ('the Fund'), in Finnish OP-Amerikka Pienyhtiöt -sijoitusrahasto and in Swedish Placeringsfonden OP-Amerika Småföretag. The Fund is a UCITS fund under the UCITS Directive.

§2 Fund management company, custody and use of an agent

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

§3 Characteristics of the Fund

Investing fund assets

OP-America Small Cap is an equity fund with the objective of achieving long-term capital appreciation by investing its assets in compliance with the Fund rules.

The Fund promotes environmental and social characteristics and, to ensure it, uses environmental, social and governance (ESG) analysis and excludes certain investments. For more information about the ESG methods used, see the fund prospectus.

The Fund invests its assets mainly in the equities of small cap companies in the North American equity market. The equity-linked instruments' share of the Fund's value may vary between 75% and 105%.

The Fund's investments are mainly based on direct equity investments.

The Fund may invest its assets in exchange traded derivatives and OTC derivative contracts in order to hedge against the risk of adverse market movements, to replace direct investments and to otherwise promote effective portfolio management.

The Fund may use fixed income investments mainly for managing cash assets and as security for derivatives only. In this respect, the Fund may invest in money-market instruments and deposits. The Fund may invest in bonds only to a minor extent primarily as security for derivatives. The Fund may also invest in convertible bonds.

The Fund may invest a maximum of 10% of its assets in units of other mutual funds, UCITS and alternative investment funds. These underlying investee funds must adhere to the Fund's primary investment policy or serve its cash management.

The Fund's risk exposure indicators must fulfil the following conditions:

- The delta for the Fund's equity exposure must fit in the range of 0.75–1.05
- The modified duration for the Fund's interest rate exposure must fit in the range of 0.0–1.0

Moreover, §5 and 6 of these rules deal with investment vehicles, diversification and investment restrictions applicable to the Fund.

Fund units and orders

The cut-off time for daily Fund subscription and redemption orders is 4.00 p.m. (Finnish time).

§7, 8, 9 and 10 of these rules explain in greater detail Fund units, related orders and the distribution of dividends of funds.



Fees

Information on applicable fees can be found in the Key Investor Information Document (KIID) available from the Fund Management Company and other locations where Fund units may be subscribed. The Fund's annual maximum management fee accounts for 2.5% of the Fund's value.

§11 and 12 of these rules also cover the fees applicable to the Fund.

§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 investment vehicles specified in the Act on Common Funds, taking account of the restrictions specified in §3 of these Rules. In the case of a special common fund, §3 of these Rules may also stipulate other investment vehicles.

A. Securities and money market instruments

1. Securities 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 (1) EEA state 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 the disclosure obligation applied to the issuers 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/EC of the European Parliament and of the Council; 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 must 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.
2. Units in alternative investment funds located in an EEA state or a third country if, under the legislation of the AIF's home country, the AIF is subject to regulation which has the same effect as Union law, and cooperation between the regulatory authority and the Financial Supervisory Authority has been adequately ensured. Moreover, the protection of the unitholders of these alternative investment funds must correspond to the protection of unitholders of a mutual fund and UCITS. 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 half-year report and annual report must be published of such an AIF 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 investments in OTC derivative contracts in which the counterparty is a credit institution referred to in §5, subsection D above. Nor does the restriction apply to investments 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 OTC derivative contracts which expose the Fund to a counterparty risk incurred by the institution.

A maximum of 10% of the Fund's assets may be invested in securities and money market instruments specified in §5, Subsection A 4. Notwithstanding the above, a maximum of 35% of the Fund's assets may be invested 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 joint municipal authority, or an EEA state, a federal state or other local public entity in such a state, or a member state of the Organisation for Economic Cooperation and Development (OECD), or an international public institution which has at least one (1) EEA state as a member.

Notwithstanding the above, a maximum of 25% of the Fund's assets may be invested 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 an EEA state, 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 day on which deposit banks are generally open in Finland.



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 investments 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 referred to in §5, subsection 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 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 only be invested 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 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 (6) 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 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 the exercise of subscription rights, the Fund Management Company's primary concern must be to rectify the situation in the best interests of the unitholders.

The Fund Management Company may temporarily take out a loan for fund operations on behalf of the Fund. The total amount of such a loan and the repurchase agreements made by the Fund may not exceed 10% of the Fund's net asset value.

§7 Fund unit register and fund units

The Fund Management Company maintains a fund unit register in which it records unitholders' holdings and registers changes in Fund unit holdings. 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 can 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 if the subscription terms and conditions for the Unit Type are met.

Unit Classes may differ from each other in terms of the 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 Unit Class and Type. These can be found in the Fund Prospectus. 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.



By decision of 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 switch, 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 another Unit Class directed at the same market area under the conditions mentioned above. Change of the unitholder's place of residence does not entitle to Unit Class conversion.

§8 Fund unit subscription, redemption and switch

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 deposit 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 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.

Customers may place orders for subscription, switch and redemption directly with the Fund Management Company only if this has been specifically agreed with the Fund Management Company before placing the order. However, in case such an agreement has not been made, the Fund Management Company always has the opportunity to approve all orders delivered to it.

Subscription

Customers wishing to subscribe for fund units must specify the Unit Class and Type for which they wish to subscribe. A

subscription has been received by the Fund Management Company when the Fund Management Company deems it has received the required and sufficient details of the subscriber, their identity and the amount of the subscription, and when the subscription and subscription order fulfil the requirements for subscriptions and subscription orders specified in the Fund Prospectus. 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 value for the following Business Day.

The Fund Management Company may refuse to issue a Fund unit and to accept a Fund unit subscription at least on the following grounds after receiving the subscription order:

1. The information received by the Fund Management Company is found to be incorrect or incomplete.
2. The customer has previously breached an agreement between the customer and an OP Financial Group company.
3. The Fund Management Company has reason to believe that the customer has been the victim of a data breach or other scam and the customer's assets are being used unauthorised.
4. The Fund Management Company considers the customer relationship to undermine the interests or equality of other unitholders.
5. Execution of the fund subscription is contrary to the laws of Finland or another country or to the provisions issued by virtue of such legislation.
6. Execution of the subscription may cause the Fund or Fund Management Company considerable additional reporting obligations, or a registration obligation or another obligation they would otherwise not have.
7. The Fund subscriber is a natural or legal person or other legal arrangement that is considered a US Person (as "US Person" is defined in the national Regulation S under the US Securities Act of 1933).

If the Fund Management Company has refused to issue a fund unit or subscribe for a fund unit based on the grounds listed above, it must notify the customer of the grounds for refusal. In addition, the Fund Management Company must



report its decision to the Financial Supervisory Authority by the end of the following month.

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, 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. A redemption order is binding, and it can only be cancelled with the permission of the Fund Management Company.

Payment for the redemption is made primarily on the Business Day following the day of the redemption order's execution. A different payment arrangement may be agreed with the customer.

The Fund Management Company may change the payment date of the redemption orders received if the cash required for redemption must be obtained by selling the Fund's holdings. The redemption order must be paid as soon as the assets from the sale of holdings have been obtained, and no later than two (2) weeks from the receipt of the redemption order. Redemption orders, the payment date of which has been changed as described here, are executed at the value for the Business Day on which they were originally received by the Fund Management Company or, if the redemption order was received by the Fund Management Company after the cut-off time but before the Fund's next cut-off time, at the value for the following Business Day. 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 an alternative redemption arrangement in which the unitholder receives a number of Fund securities and/or money market instruments equivalent to the redemption price. The Fund Management Company ensures that this does 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.

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 of such laws.
2. If the unitholder is a natural or legal person or other legal arrangement that is considered a US Person (as 'US Person' is defined in the national Regulation S under the US Securities Act of 1933).
3. If the unitholder is subject to international and/or national sanctions or it is apparent that they will be subject to such sanctions in the future, or if, as regards the unitholder, holding fund units will probably lead to a situation in which the Fund Management Company could, on good grounds, be considered to act in breach of the above-mentioned sanctions.
4. If the unitholder's move to another country causes the Fund or Fund Management Company considerable additional reporting obligations, or the Fund Management Company a registration obligation or another obligation it would otherwise not have.
5. If the unitholder's continued holding may harm other unitholders.
6. If, due to the minor monetary value of the unitholder's holding and the unitholder's passivity, the Fund Management Company has reason to believe that the unitholder no longer intends to participate in common investments and that no real need for the customer relationship thus remains.
7. If the Fund Management Company has not received information about the unitholder, which it needs to fulfil its statutory obligations.



Switch

Switching fund units between funds managed by the same Fund Management Company is 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 on which 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 the subscription will be confirmed at the value of the date on which the redemption payment can be effected for the Fund.

Currency

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

§9 Suspension of fund unit issue and redemptions and restriction of redemptions

The Fund Management Company may temporarily suspend the issue and redemption of fund units at least in the following situations:

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, no subscriptions for a fund as the Fund's significant investment vehicle can be made, or interruptions occur in normal data transfer. This may be the case at least when a minimum of half the Fund's investment vehicles are not quoted or they cannot be valued in what the Fund Management Company considers 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.
3. An exceptional and/or unforeseeable event substantially interferes with the operations of the financial markets and/or the Fund Management Company.

Redemptions may also be suspended in case the Fund Management Company would be required to sell the Fund's assets at a price significantly lower than their fair market value.

An issue may be temporarily suspended fully or partly if the Fund has reached such a size that additional investments in

the target market or another mutual fund, UCITS or AIF would be in contravention of the interests of unitholders.

A temporary suspension of an issue and/or redemptions is possible in the above-mentioned situations only if required to safeguard the equity of unitholders or another significant interest.

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 important reason.

§10 Distribution of dividends

The Annual General Meeting of the Fund Management Company decides on the amount of dividends distributed and paid to the holders of income units.

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 Fund Management Company's fund unit register 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 (5) years of its first withdrawal day shall revert to the Fund, less any withholding tax and subscription fee. For accumulation units, capitalisation is performed by Unit 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 the amount of fees mentioned in this section. The fees charged at any given time are presented in the Fund Prospectus.

The Fund Management Company may add a Subscription Fee, determined as a percentage of the value of the customer's subscription order, to the subscription amount charged from the customer. The subscription fee may be no more than two (2) per cent.

The Fund Management Company may deduct a Redemption Fee, determined as a percentage of the value of the redemption order, from the amount charged for the



redemption of the unitholder's fund units. The Redemption Fee may be no more than two (2) per cent.

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 Prospectus indicates if the Subscription and/or Redemption Fee is paid to the Fund.

Subscription and Redemption Fees may differ in their amount by Unit Class and Type.

§12 Compensation payable 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 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.

In addition, other costs essentially related to investment operations can be paid from the Fund's assets. Examples of these include costs related to trading and the clearing of transactions; taxes paid abroad; legal, tax and other specialist fees furthering the Fund's interests; transaction fees related to third-party services charged by a foreign sub-custodian; and banking charges.

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 the Fund's net asset value

The Fund's value is calculated on each Business Day ('Valuation Day') by deducting the Fund's liabilities from the Fund's assets.

It is expressed in euros in Finland. In any 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 derivatives 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 mutual funds, UCITS and alternative investment 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 non-euro assets and liabilities is translated into the euro using generally available exchange rates at 18.00 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 principles specified by the Board of Directors of the Fund Management Company.

Information on the Fund's NAV per unit 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 per unit and errors in the calculation or publication of NAV per unit

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

The Fund's NAV per unit is the value of the Fund divided by the number of fund units outstanding, with the differing management fees of different Unit Classes and dividends to be paid on each Unit Type taken into account in the value of



fund units, 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. This may be the case at least when a minimum of half the Fund's investment vehicles are not quoted or they cannot be valued in what the Fund Management Company considers 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 NAV per unit 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 important reason.

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 wilful or negligent action 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 transfer the amount received as compensation from the party guilty of the error to the Fund.

§15 General Meeting of Unitholders

The Fund Management Company's Board of Directors shall convene a General Meeting of Unitholders as required. A notice of the meeting shall be delivered to the unitholders no earlier than four (4) weeks and no later than two (2) 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 (10) days before the meeting.

The General Meeting of Unitholders shall be opened by the Chair of the Fund Management Company's Board of Directors or another person appointed by the Fund Management Company's Board of Directors.

The General Meeting of Unitholders shall:

1. elect the Chair 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. discuss 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 Chair 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.

Approval for alterations of mutual fund rules must be sought from the Finnish 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. In the case of a special common fund, alterations of the rules must be brought to the attention of the Financial Supervisory Authority. An alteration of the rules of a special common fund shall enter into force within one month of the date on which the alteration was brought to the attention of the Financial Supervisory Authority and unitholders.



Unitholders are notified of alterations of fund rules. Such a notification is considered to have been received by unitholders:

1. on the fifth (5th) day of handing it over to the postal service for delivery;
2. on the day on which the notification has appeared in a national newspaper published in Helsinki;
3. if an agreement on the use of OP's digital services has been made with the customer, on the day on which the notification has been submitted to OP's digital services, regardless of the provisions on the date of receipt of information in the terms and conditions of the said services.

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

§17 Information on the Fund and the Fund Management Company

The Fund Prospectus, the Key Information Document and Half-Yearly Report, as well as the Annual Reports of the Fund Management Company and the Fund are available from the Fund Management Company and other subscription agents during their opening hours and online at op.fi. Half-Yearly Reports must be published within two (2) months of the end of each review period, and the Annual Reports of the Fund and the Fund Management Company within three (3) 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 Disclosure of information

The Fund Management Company has the right to disclose information relating to unitholders in accordance with applicable laws in force.

§20 Applicable law

The activities of the Fund Management Company and the Fund are governed by Finnish law. However, agreements may be concluded on the Fund's account to which national laws of another country 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.