Office translation - in case of discrepancies, the Norwegian original version shall prevail.

INFORMATION ON THE MERGER TO THE SHAREHOLDERS I ALFRED BERG NORDIC SECURITIES FUND INVESTMENT GRADE MID DURATION AND ALFRED BERG NORDIC INVESTMENT GRADE MID DURATION acc

INFORMATION REGARDING MERGER TO THE UNIT-**HOLDERS OF SECURITIES ALFRED BERG** NORDIC INVESTMENT GRADE MID DURATION AND ALFRED BERG NORDIC INVESTMENT GRADE MID **DURATION ACC** 

#### 1 INTRODUCTION

The board of Alfred Berg Kapitalforvaltning AS, corporate no. 956 241 308 ("Manager") has approved a proposal for a merger between the Norwegian Securities Fund Alfred Berg Nordic Investment Grade Mid Duration, company no. 919 930 330, ("Transferring UCITS") and the Swedish Alfred Berg Nordic Investment Grade Mid Duration ACC (name to be chang@brg Nordic Investment Grade Mid Duration ACC (to be to Alfred Berg Nordic Investment Grade Medium Duration), org. no. 515603-0909 ("Acquiring UCITS") (the "Merger"). The Norwegian Financial Supervisory Authority has given permission for the Merger and the Swedish Financial Supervisory Authority has been informed about the Merger, and the Merger will now be dealt with by the shareholder meeting in the Transferring UCITS. If the Merger is carried out, the shareholders in the Transferring UCITS will become shareholders in the right of UCITS he Menge als wedighteted, the unit-holders securities fund.

### INTRODUCTION

The Board of Directors of Alfred Berg Kapitalforvaltning AS, reg.no. 956 241 308 (the "Manager") has approved a proposal to merge the Norwegian Verdipapirfondet Alfred Berg Nordic Investment Grade Mid Duration, reg.no. 919 930 330 (the "Merging UCITS") with the Swedish Alfred named Alfred Berg Nordic Investment Grade Medium Duration), reg.no. 515603-0909 (the "Receiving UCITS") (the "Merger"). "The Norwegian Financial Supervisory Authority has app roved the Merger and the Swedish Financial Supervisory Authority has been informed of the Merger, and the Merger shall now be discussed by the unit-holders' meeting in the of the Merging UCITS will become unit-holders in the Receiving UCITS, which is a Swedish mutual fund.

The merger will only be carried out if 75% of the represented shares at the shareholder meeting agree. Corresponding requirements regarding processing of shareholder meetings in the Acquiring UCITS do not apply, but the Ustite Shall describe the Merger does not apply, but the unit-The acquiring UCITS has, like the unit owners in Transferring UCITS right to redeem or exchange its shares,

see section 2.3.

The Merger will only be completed if 75% of the represented units at the unit-holders' meeting consent. A corresponding requirement for the unit-holders' meeting of the Receiving holders in the Receiving UCITS has, similarly to the unitholders of the Merging UCITS, a right to redeem or exchange their units, please see section 2.3.

If the Merger is carried out, the shareholders in the Transferring UCITS will become shareholders in the Transferring UCITS, and the Transferring UCITS will be dissolved.

If the Merger is completed, the unit-holders in the Merging UCITS, will become unit-holders in the Receiving UCITS and the Merging UCITS will be dissolved.

Both the Transferring UCITS and the Receiving UCITS are undertakings for collective investment in transferable securities (UCITS) in accordance with European Parliament and Council Directive 2009/65/EC of 13 July 2009 on the coordination of laws and regulations on undertakings for collective investment in transferable securities (the "UCITS Directive").

Both the Merging UCITS and the Receiving UCITS are undertakings for collective investment in transferable securities (UCITS) under Directive 2009/65/EC of the European Parliament and of the Council of 13th of July 2009 on the coordination of laws, regulations and administrative provisions relating two undertakings for collective investment in transferable securities (the "UCITS Directive").

Transferring UCITS and Receiving UCITS are each referred to as a "Party", and jointly referred to as "The parties".

The Merging UCITS and the Receiving UCITS are separately referred to as a "Party" and jointly as the "Parties".

This information document describes the background and rationale for the Merger, and the consequences of the Merger for the unit owners. In addition, the shareholders' rights in connection with the Merger are explained, and information is provided about the merger procedure and planned effective date. Unitholders are encouraged to read the information document carefully together with the key information document for the Acquiring UCITS, attached here as Appendix 1.

This information document describes the background and rationale for the Merger, and consequences of the Merger for unit-holders. The document also provides information on the unit-holders' rights in connection with the Merger, as well as on the procedure and the planned effective date of the Merger. The unit-holders are encouraged to read the information document carefully in conjunction with the key information document for the Receiving UCITS, attached hereto as Appendix 1.

the Merger implerifented the "Market mentation date", on planned to be 1 November 2024. Implementation requires, as mentioned, that the shareholder meeting in the Transferring UCITS approves the Merger.

The Merger is intended to be completed on the "Effective Date", planned to be 1st of November 2024.

The parties' shareholders are advised that the entry into force of the Merger is conditional on: As mentioned, completion of the Merger is conditioned upon the unit holders' meeting of the Merging UCITS approving the Merger. The unit-holders of the Parties are advised that the implementation of the Merger is contingent upon:

necessary changes to the articles of association that for the Acquiring UCITS to go from being a feeder fund to becoming a direct investing fund that is suitable for a Merger with the Acquiring UCITS, have entered into force. The changes are planned to take place on the entry into force Implementation Day immediately before the merger.

the necessary amendments to the fund rules for the Receiving UCITS to transition from a feeder fund, to a directly investing fund suitable to merge with the Merging UCITS, having entered into force. The planned entry into force of the changes is on the Effective Date and will take place immediately prior to the merger. Unitholders will be informed of the final implementation date by publication on the Manager's website www.alfredberg.no after the unitholder meeting for consideration of the Merger has been held.

The unit-holders will be informed about the final resolved Effective Date by publication on the Manager's www.alfredberg.no after the unit-holders' meeting to resolve the Merger has been held.

Shareholders are made aware that certain points in this information document are only relevant for shareholders in one or the other Party. Such points are clearly marked with either "Transferring UCITS" or "Acquiring UCITS". Points that are neither marked

The unit-holders are advised that certain items in this information documents are only relevant for unit-holders in one or the other Party. Such items are clearly marked with either "Merging UCITS" or "Receiving UCITS".

with "Transferring UCITS" or "Acquiring UCITS" is relevant for the shareholders in both Parties.

Items not marked with either "Merging UCITS" or "Receiving UCITS" are relevant for unit-holders in both Parties.

- 2 **EXERCISE OF VOTING RIGHTS AND RIGHTS TO** REDEMPTION AND EXCHANGE OF SHARES
- 2.1 Exercise of voting rights for share holders i **Transferring UCITS**

Unitholder meeting in the Transferring UCITS will be held on 30 September 2024 CET 11:00 at the Manager's business premises in Støperigata 2, 0250 Oslo.

- **EXERCISE OF VOTING RIGHTS AND RIGHT** 2 TO REDEMPTION OR EXCHANGE OF UNITS
- 2.1 Exercise of voting rights for unit-holders in the **Merging UCITS**

The unit-holders' meeting of the Merging UCITS will be held at 30th of September 2024 CET 11:00 at the business office of the Manager at Støperigata 2, 0250 Oslo.

Unitholders who wish to participate in the unitholder meeting must notify the Manager of this by returning the reply slip attached to the notice of the unitholder meeting by 16:00 CET on 27 September 2024. Unitholders can alternatively submit advance vote or voting authority. Advance votes and voting proxies must be received by the Administrator by 16:00 CET on 27 September 2024. For further details relating to the exercise of voting rights, please see the notice to the shareholders' meeting which has been sent to the shareholders separately.

Unit-holders of the Merging UCITS who wish to attend the unitholders' meeting must notify the Manager of their intention to participate by returning the reply slip attached to the notice of the unit-holders' meeting to the Manager by CET 16:00 27th of September 2024.

Alternatively, unit-holders may cast an advance vote or appoint a proxy. Advance votes and proxies must be received by the Manager by CET 16:00 27th of September 2024. Please refer to the notice of the unit-holders' meeting sent to the unit-holders separately.

At the shareholder meeting, each share basically gives one vote. The transferring UCITS has two share classes and voting rights will therefore be adjusted so that the share holders who owners of equal value receive an equal number of votes. Shareholdequivalent value will have an equal number of votes. The unitshares and their total value as of 9 September 2024 are decisive for the allocation of the number of votes at the shareholder meeting. A manager (nominee) cannot participate the shareholder meeting without authorization from the beneficial owneres at the unit-holders' meeting. A nominee may not attend

the shares.

At the unit-holders' meeting, each unit in principle carries one vote. The Merging UCITS has two unit classes, and therefore, the voting rights will be adjusted so that unit-holders owning an holders' units and the total value of such units as of 9th of September 2024 will determine the allocation of the number of

the unit-holders' meeting unless authorized to do so by the beneficial owner of the units.

At least 75% of represented shares at the shareholder meeting in the Transferring UCITS must have voted in favor of the Merger for the Merger to be considered adopted and approved. The result of voting at the shareholder meeting will be pulmished Walleewebsite www.alfredberg.no after the shareholder meeting has ended.

A minimum of 75% of the represented units at the unitholders' meeting of the Merging UCITS must vote in favor of the Merger for it to be adapted and approved. The results of the voting at the unit-holders' meeting will be published on the Manager's website www.alfredberg.no after the conclusion of the unit-holders' meeting.

Unitholders in the Transferring UCITS are made aware that even those who do not exercise their voting rights, or vote against the Merger proposal, will become unitholders in the Receiving UCITS if at least 75% of the units represented in the unitholder meeting vote in favor of the merger proposal, and the redemption or exchange right is not exercised. The right of redemption and exchange is explained below in point 2.3.

The unit-holders of the Merging UCITS are made aware that also those who do not use their voting rights, or vote against the proposal for the Merger, will become unit-holders in the Receiving UCITS if at least 75% of the represented units at the unit-holders' meeting vote in favor of the merger proposal, provided that the redemption or exchange right is not exercised. The right to redemption or exchange of units is detailed below in section 2.3.

Shareholders in the Transferring UCITS will be able to exercise their rights as shareholders in the Transferring UCITS from the Implementation Date.

Unit-holders in the Merging UCITS will be able to exercise their rights as unit-holders in the Receiving UCITS from the Effective Date.

2.2 Closure of access to subscription or redemption of shares for the Transferor
UCITS and Acquiring UCITS

2.2 Suspension of the subscription and redemption of units in the Merging UCITS and the Receiving UCITS

Subscription and redemption in both the Transferring and Receiving UCITS are closed from 31 October to 5 November inclusive. Transferring and Receiving UCITS will be open for subscription and redemption up to and including 30 October. In the Acquiring UCITS, access to subscription and redemption opens on 6 November.

Subscription and redemption in both the Merging and Receiving UCITS is closed from 31st of October up to and including 5th of November. The Merging and Receiving UCITS will be open for subscription and redemption up to and including 30th of October. In the Receiving UCITS, the access to subscription and redemption is opened on 6th of November 2024.

2.3 Right to redemption and exchange of units for unit holders in the Transferring UCITS and Acquiring UCITS

2.3 Right to redemption or exchange of units for unit-holders in the Merging UCITS and the Receiving UCITS

Unitholders have the right to fee-free redemption or exchange of their units in the Transferring UCITS and/or Transferee UCITS to shares in another fund with equivalent

Unit-holders have the right to redeem their units free of charge, or to exchange their units in the Merging UCITS and/or the Receiving UCITS for units in another fund with a similar investment mandate managed by the Manager or any other company that is directly, or indirectly, managed or owned by the Manager, from the date of this information document until CET 12: 00 30th

of October 2024.

investment mandate managed by the Manager or another company that is directly, or indirectly, managed or owned by the Manager, from the date of this

the information document and until CET 12:00 on 30 October 2024.

(ii)

Subscription and redemption in both the Transferring and Receiving UCITS are closed for trading from 31 October to and including 5 November 2024. The Transferring and Receiving UCITS will be open for subscription and redemption up to and including 12:00 CET on 30 October 2024. In the Acquiring UCITS, access to subscription and redemption opens on 6 November 2024.

Subscriptions and redemptions in both the Merging and Receiving UCITS are closed for trading from the 31st of October to 5th of November 2024 meaning the Merging and Receiving UCITS will be open for subscriptions and redemptions up to and including CET 12:00 30th of October 2024. The Receiving UCITS will be open for subscriptions and redemptions on the 6th of November 2024.

Unit owners who wish to make use of the right to a fee-free redemption or exchange are asked to contact the Trustee at kundesenter.no@alfredberg.com or telephone +47 220 05 100.

Unit-holders who intend to make use of their right to redeem their units free of charge or to exchange their units, are requested to contact the Manager at kundesenter.no@alfredberg.com or by phone at +47 220 05 100.

#### RATIONALE FOR THE MERGER

The Board of Trustees wishes to merge the Parties. According to the board's assessment, the Merger will entail the following benefits: Parties. In the opinion of the board of directors the Merger will

#### RATIONALE FOR THE MERGER 3

(in)

The board of directors of the Manager wishes to merge the bring the following benefits:

entail will row The merger below offers economies of scale, risk diversification for the merged fund and increased liquidity in investments in interest-bearing securities. Furthermore, a larger fund will result in reduced fees costs in the form of lower brokerage, lower transactiondriven costs and lower custody fees; and

The Merger will bring considerable benefits in relation to economies of scale, including increased risk diversification for the merged fund and improved liquidity in fixed-income investments. Further, a larger fund will entail reduced costs in the form of lower brokerage fees, transaction-driven costs, and

The merger will result in somewhat increased flexibility (ii) for the unit owners and Manager in that the Acquiring UCITS will be regulated by Swedish rules. Among other things, this makes it possible for the Manager to offer currency-hedged share classes, which is not

depository fees; duck

The Merger will provide increased flexibility for both the unit-holders and the Manager, as the Receiving UCITS will be governed by Swedish laws and/or regulations. Among other things, this will allow for the Manager to offer currency-hedged unit classes, an option currently unavailable to the Merging

UCITS.

The merger is not expected to have any negative consequences for the unit owners, either in the Transferring UCITS or Acquiring UCITS, see point 4 on the Merger consequences for unit owners.

available for Transferring UCITS today.

The Merger is not expected to have any negative consequences for the unit-holders, either in the Merging UCITS or the Receiving UCITS, see section 4 regarding the Merger's impact on the unitholders.

4	THE FUSION	CONSEQUENCES	BEFORE	4	THE MERGER'S IMPACT ON THE UNIT-
	THE SHAREHOLDERS				HOLDERS
4.1	Changes in investmand risk	ent strategy, expected re	turn	4.1	Changes to Investment strategy, predicted returns and risk
4.1.1	Common information fo	r the unit owners in the Acquir	ing Comp	<sub>an</sub> 4,1.1	Joint information for the unit-holders in the
	UCITS and Transfer	ring UCITS			Receiving UCITS and the Merging UCITS

Transferring UCITS and Receiving UCITS are both UCITS funds. The acquiring UCITS is, until the Merger, a top-up fund Investment to Transferring UCITS. strategy, expected return and risk are therefore almost identical. Both funds have risk indicator 2 of 7 (seam closer described the key information documents for each of the Parties) and The merger will not affect the risk indicator determined for Acquiring UCITS.

CONCEOUENCE

On the Classic and INST share classes in the Transferring UCITS, a distribution is made of taxable profit, consisting of net capital gains and interest income minus the Transferring UCITS' costs, as of 31 December each year, before the distribution amount is immediately reinvested in the Transferring UCITS. Conversely, share classes A, B, C, D, E, F, G, H, I, J and K in the Acquiring UCITS accumulative.

In addition, the Acquiring UCITS offers currency hedging at share class level, while the Transferring UCITS is currency hedged at portfolio level.

The merger will not entail any changes for the Acquiring UCITS' unit holders in terms of investment strategy, expected return and risk.

The same applies to the unit owners in the Transferring UCITS apart from the above-mentioned section on accumulative/non-accumulating unit classes and currency hedging, see further discussion in section 4.1.2 below.

# 4.1.2 Separate information for unit owners i Transferring UCITS

The change to accumulative share classes means that taxable capital gains result, existing of net and interest income minus the fund's costs will not be distributed and then reinvested

The Merging UCITS and the Receiving UCITS are both UCITS funds. The Receiving UCITS, is up until the Merger a feeder fund to the Merging UCITS, and thus, the Parties have an investment strategy and risk profile which is almost identical. Both funds have a risk indicator 2 of 7 (as further described in the key information documents for each of the Parties) and the Merger will not affect the risk indicator determined for the Receiving UCITS.

For the unit classes Classic and INST in the Merging UCITS, distributions of taxable profits, including net realization proceeds and interest income less the Merging UCITS' costs, are made per 31st of December each year before the distribution is immediately reinvested in the Merging UCITS. Conversely, unit class A, B, C, D, E, F, G, H, I, J and K in the Receiving UCITS are accumulating.

In addition, the Receiving UCITS offers currency hedging on the unit class level, while the Merging UCITS is currency hedged on a fund level.

The Merger will not result in any changes for the unitholders of the Receiving UCITS with respect to investment strategy, predicted returns, and risk. Likewise for the unit-holders of the Merging UCITS, aside from the aforementioned aspects pertaining to accumulating

from the aforementioned aspects pertaining to accumulating/ non-accumulating unit classes and currency hedging, please refer to section 4.1.2 below for further detail.

# 4.1.2 Specific information to the unit-holders in the Merging UCITS

Changing to accumulating unit classes entails that the taxable result, comprising net gains and interest income less the fund's costs, will not be distributed to then be reinvested 31st of December each year, as is

31 December each year, as is done in the Transferor UCITS. For the Acquiring UCITS, such a result will occur instead is reinvested directly without prior distribution.

The transferring UCITS has currency hedged the fund portfolio to NOK. Acquiring UCITS may have currency hedging at unit class level. All unit owners in the Transferring UCITS will receive unit classes currency hedged in NOK, and the possibility of in Acquiring UCITS for currency hedging at unit class level will continue. The merger will therefore not entail any practical difference for the unit owners in the Transferring UCITS in terms of currency hedging.

The Merging UCITS has hedged the currency in the portfolio to NOK at fund level. The Receiving UCITS can have currency hedging on unit class level. All unit-holders in the Receiving UCITS will receive units NOK currency hedged unit classes, and the possibility in the Receiving UCITS of currency hedging

at the unit class level will be continued. Hence, the Merger will not entail any practical difference with respect to currency

hedging for the unit-holders in the Merging UCITS.

done in the Merging UCITS. For the Receiving UCITS, such

result will instead be reinvested directly without prior

- 4.2 Changes in costs
- 4.2.1 Joint information on costs for unitholders in the Acquiring UCITS and the Transferring UCITS

The merger will not entail any change in the management fee or other costs for the unit owners in the Transferring UCITS or Receiving UCITS, as detailed below.

The transferring UCITS has two share classes, while
The acquiring UCITS has eleven share classes. The least
subscription currency and maximum
amount, management fee for the various share classes i
The parties are as follows:

4.2 Changes to costs

distribution.

4.2.1 Joint information about costs for the unit-holders of the Merging UCITS and the Receiving UCITS

The Merger will not result in any change in the management fee or other costs for the unit-holders in the Merging UCITS or the Receiving UCITS, as further detailed below.

The Merging UCITS has two unit classes, while the Receiving UCITS has eleven unit classes. The minimum subscription amount, currency denomination and maximum management fee for the Parties' unit classes is as follows:

Transferring UCITS			
cooperative class	The least subscription amount	Currency N	administrative allowance
INST	10,000,000	NOK 0.30	%
Classic 300		NOK 0.50	%

Merging UCITS				
Unit class	Minimum subscription amount	Currency N	aximum management fairy	
INST	10,000,000	ENOUGH	0.30%	
Classic 300		ENOUGH	0.50%	

Acquiring UCITS			
cooperative class	The least subscription amount	Currency Maximum management remuneration	
A	100	SEC	0.50%
В	100	SEC	0.40%*
С	100	NOK 0.50%	6
D	100	NOK 0.40%	0*
E	10,000,000	SEC	0.30%
F	10,000,000	NOK 0.30%	6
G	100	NOK 0.45%	**
н	10	EUR	0.50%
	10	EUR	0.40%
J	1,000,000	EUR	0.30%
К	100	SEC	0.45%**

	Rec	eiving UCITS		
Jnit class	Minimum subscription amount	Currency Ma	Currency Maximum management fairy	
A	100	SEC	0.50%	
В	100	SEC	0.40%*	
3	100	ENOUGH	0.50%	
0	100	ENOUGH	0.40%*	
Ē	10,000,000	SEC	0.30%	
=	10,000,000	ENOUGH	0.30%	
3	100	ENOUGH	0.45%**	
H	10	EUR	0.50%	
	10	EUR	0.40%	
	1,000,000	EUR	0.30%	
Κ	100	SEC	0.45%**	

<sup>\*</sup>Available to unit owners if there is a distribution agreement that does not allow the distributor to accept a return commission.

<sup>\*\*</sup>Available to unit owners if there is a distribution agreement that allows the distributor to receive a return commission.

<sup>\*</sup>Available for unit holders if there is a distribution agreement that does not allow for inducements to the distributor.

<sup>\*\*</sup>Available for unit holders if there is a distribution agreement that allows for inducements to the distributor.

The parties' shareholders are not charged a performance-based management fee, and the Merger will not entail any change in this.

The unit-holders of the Parties are not charged any performancerelated fee, and the Merger will not entail any change to that.

4.2.2 Separate information for unit owners i

Transferring UCITS on costs

On the Implementation Date, the unit owners in the unit class will Classic in Transferring UCITS receive new units in unit class C in the Acquiring UCITS alternatively share class D or G if the conditions for subscription in such class are met. Unit owners in unit class Institutional in the Transferring UCITS receive new units in unit class F in Acquiring UCITS.

Management remuneration for share classes C, D, G and F in the Acquiring UCITS is equal to, or lower than, the respective management fee for share class Classic and INST in the Transferring UCITS. The merger will therefore not result in increased management fees for the unit owners in the Transferring UCITS.

The shareholders in the Transferring UCITS will not be charged subscription or redemption fees when the Merger is completed. Furthermore, subscription and redemption fees are not charged for unit owners in the Acquiring UCITS.

The merger will therefore not entail any difference with regard to subscription and redemption fees for the unit owners in the Transferring UCITS.

4.2.3 Separate information for unit owners i
Acquiring UCITS on costs

The shareholders in the Acquiring UCITS will continue to own them the same shares as before, and there will be no changes to the rights or obligations relating to these shares.

4.2.4 Other costs that can be covered

Transferring UCITS and Receiving UCITS

The following costs can be covered by the Transferring UCITS and Receiving UCITS:

(in) Transaction costs;

(ii) Payment of any tax as Transferor

UCITS or Acquiring UCITS is imposed;

4.2.2 Specific information about costs to the unit-holders of the Merging UCITS

At the Effective Date of the Merger, the unit-holders of the unit class Classic in the Merging UCITS will receive new units in unit class C of the Receiving UCITS alternatively unit class D or G if the relevant requirements for subscription are fulfilled. Unit holders in unit class INST in the Merging UCITS will receive new units in the unit class F in the Receiving UCITS.

The management fee for unit class C, D, G and F in the Receiving UCITS are the same, or lower, as the respective management fee for unit class Classic and INST in the Merging UCITS. Therefore, the Merger will not entail increased management fee for the unitholders in the Merging UCITS.

The unit-holders in the Receiving UCITS will not be charged any subscription or redemption fees as part of the completion of the Merger. Furthermore, no subscription or redemption fee is charged for the unit-holders in the Receiving UCITS. Therefore, the Merger will not entail any changes in relation to subscription or redemption fees for the unit-holders in the Merging UCITS.

4.2.3 Specific information about costs to the unit-holders of the Receiving UCITS

The unit-holders in the Receiving UCITS will retain ownership of their existing units, and consequently, there will be no alteration in the rights or obligations associated with these units.

4.2.4 Other costs that may be charged the Merging
UCITS or the Receiving UCITS

The following costs may be covered by the Merging UCITS and the Receiving UCITS:

(in) Transaction costs;

(ii) Payment of potential taxes that are levied on the Merging UCITS or the Receiving UCITS;

(iii) Interest on short-term borrowing; and

 (iv) Extraordinary costs that are necessary to safeguard the interests of the unit owners.

The transaction costs are expected to be at the same level in the Acquiring UCITS after the Merger. None of the Parties is expected to have significant borrowing, which according to the UCITS rules is in any case limited to up to 10% of the Party's assets. No significant differences are therefore expected between the Parties in the amount of interest on any borrowing. No significant difference is expected in any extraordinary costs i

The parties.

### 4.2.5 Costs related to the Merger

The trustee will cover costs for legal assistance, advice and/or administration incurred in connection with implementation of the Merger. Such costs will not charged to the Parties or their shareholders.

### 4.3 Periodic reporting

The merger will not entail any changes in periodic reporting.

### 4.4 Transfer of rights and obligations

The merger will involve a transfer of all the Transferring UCITS' rights and obligations (i.e. all financial instruments and other assets) to the custodian for the Transferring UCITS on the Completion Date, where it will be held on behalf of the Transferring UCITS in exchange for the issue of new shares in the Transferring UCITS for unit holders who are registered as on

unit owner Transferring UCITS
Implementation Date.

Furthermore, in advance of the Implementation Date, it is planned that an extraordinary distribution will be made to the unit owners corresponding to the year's taxable profit plus latent profit on the portfolio of the Transferring UCITS. The distribution will take place in the form of a reinvestment in new units or a payment to unit owners who have agreed.

(iii) Interest on short term loans; duck

(iv) Extraordinary costs that are necessary to safeguard the unit-holders' interests.

The transaction costs are anticipated to remain consistent across the Receiving UCITS following the Merger. Neither Party is expected to incur significant loan obligations, which under the UCITS rules in any event is limited to up to 10% of the Party's assets.

Consequently, there should be no substantial differences in interest payments on any potential loans between the Parties.

Furthermore, no significant disparities in potential extraordinary costs between the Parties are anticipated.

### 4.2.5 Costs related to the Merger

The Manager will cover all costs pertaining to legal advisors, other advisors and/or administration that is connected to the Merger. Such costs will not be charged to the Parties or their unit-holders.

### 4.3 Periodic reporting

The Merger will not entail any changes to periodical reporting.

### 4.4 Transfer of assets and liabilities

The Merger will entail a transfer of all assets and liabilities of the Merging UCITS (ie, all financial instruments and other assets) to the depository of the Receiving UCITS on the Effective Date, where it shall be kept on behalf of the Receiving UCITS in exchange for new units in the Receiving UCITS for the unit-holders registered as unit-holders of the Merging UCITS as of

the Effective Date.

Further, prior to the Effective Date, it is planned to conduct an extraordinary distribution to the unit-holders equal to the taxable result for the income year plus latent gains in the Portfolio of the Merging UCITS.

The distribution will be made either as a reinvestment in new units or as a cash payment to unit-holders who have agreed to this. The costs of the Transferring UCITS will be transferred to the Transferring UCITS as part of the Merger.

Any income that the Transferring UCITS has earned but not yet paid out on the Implementation Date will be included among the rights transferred to the custodian for the Transferring UCITS. There it will be held on behalf of the Transferring UCITS and treated as Transferring UCITS' income.

4.5 Principles for the valuation of the Parties' assets, rights and obligations

The valuation of the Transferring UCITS and Transferee UCITS is based on the market value of the portfolio of financial instruments, adjusted for the value of cash/receivables, accrued income not due, as well as deducting debt and accrued non-due costs,

including latent tax liability.

If there are no observable market prices, an assumed market price must be calculated in accordance with recognized valuation principles before principles, the below of Verdipapirfondenes Forening's industry recommendation on valuation of illiquid equity instruments.

When valuing assets in a currency other than NOK exchange rates from Bloomberg BFIX 16:00 CET are used.

The sum of the net assets of the Transferring UCITS and Transferring UCITS, determined in line with the above-mentioned guidelines, is divided by the number of shares issued in the Transferring UCITS and Transferring UCITS to arrive at their respective net unit value ("NAV") for the Transferring UCITS and Transferring UCITS respectively.

In connection with the Merger, the Manager will calculate the NAV on the business day before the Implementation Date in accordance with the methods for value calculation explained above, and stipulated in the key information document and articles of association for the Acquiring UCITS, included here as Appendix 1 and Appendix 2.

The Merging UCITS' costs will be transferred to the Receiving UCITS with the Merger.

Any income that the Merging UCITS has earned, but not yet paid out at the Effective Date, shall be included in the assets that is transferred to the depository of the Receiving UCITS and shall be treated as the Receiving UCITS' income.

4.5 Criteria for valuation of the Parties' assets, rights and obligations

The valuation of the Merging UCITS and the Receiving UCITS is based on the market value of the portfolio of financial instruments, adjusted for the value of cash/receivables, accrued income not due, as well as deducting debts and accrued non-due costs, including latent tax liability.

In instances where observable market prices are not readily available, the assumed market value of assets will be determined in accordance with established valuation principles, including the guidelines set forth in the Norwegian Fund and Asset Management Association's best practice recommendations for the valuation of illiquid equity instruments.

When calculating the value of assets that are denominated in another currency than NOK, the currency exchange rate from Bloomberg BFIX 16:00 CET shall be used.

The sum of the Merging UCITS and the Receiving UCITS' net assets, determined pursuant to the principles outlined above, is divided by the number of issued units in the Merging UCITS and the Receiving UCITS in order to ascertain the net asset value ("NAV") of respectively the Merging UCITS and the Receiving UCITS.

In connection with the Merger, the Manager will calculate NAV the business day preceding the Effective Date, employing valuation methods described above and as specified in the key information document and fund rules of the Receiving UCITS, which are included as Appendix 1 and Appendix 2.

4.6 Information on units and exchange conditions for unit owners in the Transferring UCITS

Unit owners in Transferring UCITS receives merger consideration in the form of shares in the Acquiring UCITS corresponding to the value of the shares in the Transferring UCITS. The exchange ratio is determined based on the ratio between the NAV in the relevant share class in the Transferring UCITS and the NAV in the relevant share class in the Acquiring UCITS, see section 4.2.2 for further information on relevant share class.

The new shares will have such characteristics as described in the key information document and the articles of association for Acquiring UCITS.

4.7 Information about deviating procedures and relationship between the Parties

national law, and both parties are UCITS funds regulated according to Norwegian and Swedish law. The funds and their management are therefore essentially subject to the same rules in the respective Norway and Sweden. Certain deviations exist. Among other things, Norwegian shareholders have the opportunity to influence changes to the articles of association and merger decisions through participation in the shareholders' meeting. This is a rightyeradecisions through participation in the unit-holders'

Both Norway and Sweden have implemented the UCITS directive in

Unitholders in Transferring UCITS are also informed that Swedish UCITS, like Norwegian UCITS, are contractual funds (not investment companies) with the following characteristics:

does not have as a shareholder in a Swedish UCITS, such as

Acquiring UCITS.

A Swedish UCITS cannot acquire rights or assume obligations;

(ii) A Swedish UCITS does not have legal capacity or capacity as a party with respect to any court or other public authority;

A Swedish UCITS's assets cannot be (iii) subject to seizure in insolvency;

4.6 Information about units and exchange ratio for the unit-holders of the Meraina **UCITS** 

As merger consideration, the unit-holders of the Merging UCITS will receive units in the Receiving UCITS equivalent to the value of their existing units in the Merging UCITS. The exchange ratio will be determined as the basis of the NAV in the relevant unit class of the Merging UCITS and the NAV of the relevant unit class in the Receiving UCITS, please refer to section 4.2.2 for further detail on the relevant unit class.

The new units will have such rights and characteristics as set out in the key information document and the fund rules for the Receiving UCITS.

4.7 Information regarding differing terms and procedures Between the parties

Both Norway and Sweden have implemented the UCITS Directive, and both Parties are UCITS funds and respectively regulated according to Norwegian and Swedish law. Therefore, the Parties and their management are largely subject to the same rules in both Norway and Sweden. However, some deviations exist. For instance, Norwegian unit-holders may influence fund rule changes and meeting. This is a right not available to unit-holders in a Swedish UCITS such as the Receiving UCITS.

The unit-holders in the Merging UCITS are also informed that Swedish UCITS, like Norwegian UCITS, are contractual funds (not investment companies) with the following characteristics:

A Swedish UCITS may not acquire rights or assume (in) obligations;

(ii) A Swedish UCITS has no legal capacity to sue in, or be brought before, any court of law or any other public authority;

(iii) Assets which are part of a Swedish UCITS may not be subject to attachment;

Unit-holders of a Swedish UCITS are not (iv) Shareholders in a Swedish UCITS are not responsible (iv) for the fund's obligations; liable for the obligations of the Swedish UCITS: (v) (v) The fund manager shall represent the unit-The management company must represent the unit owners in all matters concerning a Swedish company holders in respect of all issues concerning a UCITS; Swedish UCITS; (we) When managing a Swedish UCITS, the management (we) The fund manager shall, in the management of a Swedish UCITS, act in its own name stating company must act in its own name but use its Swedish UCITS fund the Swedish UCITS' designation; duck designation; and (vii) The management company can use Swedish (vii) The fund manager may use the assets of a Swedish UCITS in order to fulfill obligations The UCITS fund's assets to fulfill obligations incurred in the management of the Swedish UCITS that the management company has incurred in connection with the management of the Swedish and to provide security for the performance UCITS fund and/or use it of such obligations. the Swedish UCITS fund's assets which security for such obligations. Unitholders in the Transferring UCITS are also made Unit-holders in the Merging UCITS are also informed that aware that redemption access will not be available on Swedish redemption will not be available on Swedish national national holidays and public holidays, which may be different holidays, which may differ from those in Norway. from the Norwegian ones. 4.8 4.8 Possible result failure Potential dilution of performance The consequences of the Merger are described above in point The consequences of the Merger are outlined above in section 4.1 - 4.7. There are not expected to be any conditions that could lead to this 1 - 4.7. There is not expected to be any circumstances that to possible failure of results. may give rise to any potential dilution of performance. 5 5 TAX TREASURE 5.1 5.1 Introduction Introduction Unit owners who are resident for tax purposes in countries other Unit-holders who are tax resident in other jurisdictions than than Norway and Sweden should examine the applicable tax rules Norway and Sweden are advised to investigate the applicable in the relevant country where they are resident for tax purposes. tax rules in their respective countries of tax residency. 5.2 Fund level 5.2 **Fund level** 

The merger will be carried out in accordance with the rules for

cross-border mergers of mutual funds, cf.

Tax Act § 11-11.

The Merger will be carried out in accordance with the rules for

tax exempt cross-border mergers of securities funds, cf. the

Norwegian Taxation Act section 11-11.

The merger will be carried out with fiscal continuity by the

Transferring UCITS taking over the Transferring UCITS' overall tax

positions relating to the transferred obligations and rights.

The Merger will be carried out with continuity for tax purposes by the Receiving UCITS assuming all tax positions held by the Merging UCITS, including tax positions related to the transferred rights and obligations.

At fund level, the merger will trigger exit tax on latent gains linked to assets that are taken out of Norwegian taxation by being transferred to the Acquiring UCITS. However, the transferring UCITS will be entitled to a deduction for the distribution amount that is distributed to the unit owners in advance of the Implementation Date (see section 4.4). Since the distribution amount corresponds to the year's taxable profit plus latent gain in the portfolio, there will initially be no net tax liability for the Transferring UCITS as a result of the Merger.

The Merger will at the fund level trigger exit taxation for latent gains in relation to the assets that are transferred from the Merging UCITS to the Receiving UCITS. The Merging UCITS will, however, have a right of deduction for the amounts distributed to the unit-holders prior to the Effective Date (see section 4.4) Since the amount distributed to the unit-holders equals the taxable result for the income year plus the latent gains in the portfolio, there should principally be no net tax liability for the Merging UCITS as a result of the Merger.

However, since the calculation time for exit tax is set to the day before the Implementation Date, it is conceivable that there may be a latent gain on the Transferring UCITS's portfolio for the day that falls between the calculation time and the Implementation Date. Such potential latent gain will trigger payable exit tax for the Transferring UCITS, but is assumed to be limited in light of the extraordinary distribution made prior to the Implementation Date.

Notwithstanding the foregoing, since the calculation date for the exit tax is set to the day prior to the Effective Date, there could be latent gains on the Merging UCITS' portfolio for the day that falls between the calculation date and the Effective Date. Such potential latent gains will trigger a payable exit tax for the Merging UCITS, but is assumed to be limited in light of the extraordinary distribution that is made prior to the Effective Date.

### 5.3 The unit owners in the Transferring UCITS

The merger will not result in a tax realization for the unit owners in the Transferring UCITS. The tax position of the shareholders in the Transferring UCITS in relation to the shares in the Transferring UCITS is carried forward unchanged on the shares in the Acquiring UCITS which are issued as merger consideration.

### 5.3 The unit-holders of the Merging UCITS

The Merger will not result in realization for tax purposes for the unit-holders of the Merging UCITS. The tax position in relation to the units in the Merging UCITS held by the unit-holders is carried forward unchanged on the units in the Receiving UCITS that are issued as merger consideration.

The extraordinary distribution that is made in advance of
The implementation date, will be taxable as
interest income of 22% for unit owners who are
domiciled in Norway for tax purposes, see section 4.4 for a more
detailed description of the distribution.

The extraordinary distribution that is carried out prior to the Effective Date, will be taxable with 22% as interest income for unit-holders who are tax resident in Norway, please refer to section 4.4 for further detail.

### 5.4 Unitholders in the Acquiring UCITS

The shareholders in the Acquiring UCITS will continue to own the same shares as before, and the Merger will therefore not trigger tax for unit holders in the Acquiring UCITS

### 5.4 Unit-holders in the Receiving UCITS

Unit-holders in the Receiving UCITS will retain ownership of their existing units. Thus, the Merger will not be a taxable event for the unit-holders of the Receiving UCITS unless the right to redemption or

unless the right to redeem or exchange shares is used, see below in point 5.5.

below.

5.5 In particular on redemption or exchange of shares 5.5

Specific information about redemption or exchange of units

exchange of units is exercised, please see section 5.5

Unit owners who make use of their right to redeem or exchange units free of charge are considered for tax purposes to have realized their shares.

Unit-holders who exercise their right to redeem or exchange units free of charge, are considered for tax purposes to have realized their units.

#### 6 RIGHT TO RECEIVE SUPPLEMENTARY INFORMATION AND CONFIRMATION FROM AUDITOR/CUSTODY RECEIVER

6 RIGHT TO RECEIVE SUPPLEMENTARY INFORMATION AND A CONFIRMATION FROM THE AUDITOR/DEPOSITORY

the Transferring UCITS and Transferee UCITS prepare a confirmation. The confirmation must, among other thing prepare a confirmation. This confirmation will, among other state that the Merger has been carried out in line with the principles for valuing the funds' assets and calculating exchange ratios as laid down in the merger agreement, this information document and the law in general. Unitholders who want a copy of the auditor's and/or custodian's confirmation are asked to contact the Manager in accordance with point 6.2.

After the Implementation Date, the auditor and/or custodian for

After the Effective Date of the Merger, the auditor and/or depository for the Merging UCITS and Receiving UCITS will things, set out that the Merger has been carried out in accordance with the principles for the valuation of the fund's assets and the calculation of the exchange ratio as established in the merger agreement and this information document and that applicable laws and/ or regulations have been adhered to. Unit-holders who wish to receive a copy of the auditor's and/or depository's confirmation, are asked to submit a request to the Manager as set out in section 6.2.

Unitholders also have the right to demand other supplementary information about the Merger from the Manager. Such requests are requested to be notified to the Manager in line with point 6.2 betweets should be submitted to the Manager as set

Unit-holders also have the right to request other supplementary information regarding the Merger. Such out in section 6.2.

6.1 Written questions to the Manager from unit holders in the Transferring UCITS

Unitholders in the Transferring UCITS have the right to demand that questions reported in writing to the board of the Manager within one week before the holding of the unitholder meeting

6.1 Written questions to the Manager from the unitholders of the Merging UCITS

A unit-holder in the Merging UCITS has the right to request that questions submitted in writing to the board of directors of the Manager within one week before the unit-holders' are discussed at such unitholder meeting on 30 September 2024. meeting 30th of September 2024, be discussed at such meeting.

#### 6.2 **Notification to Administrator**

Unitholders who wish to receive supplementary information about the Merger or a copy of the auditor's and/or custodian's confirmation, or unitholders in the Transferring UCITS who wish to send written

#### 6.2 Notification to the Manager

Unit-holders who wish to receive supplementary information regarding the Merger or a copy of the auditor's and/or depository's confirmation, or unit-holders of the Merging UCITS who wish to submit

questions to the Manager for consideration at the unitholder meeting in the Transferring UCITS, please contact the Manager in writing by e-mail kundesenter.no@alfredberg.com.

Any supplementary information about the Merger and/or a copy of the auditor's/custodian's confirmation is sent to unit owners free of charge.

written questions to the board of directors of the Manager for discussion at the unit-holders' meeting of the Merging UCITS, should submit a written request to Manager the per email two kundesenter.no@alfredberg.com. Any supplementary information about the Merger and/or a copy of the auditor's/depository's confirmation is provided free of charge to the unit-holders.

\*\*

# Machine Translated by Google **Key information**

### **Purpose**

Vedlegg 1.1 / Appendix 1.1 Nøkkelinformasjon for Overdragende UCITS / Key information document for the Merging UCITS



This document provides you with key information about this investment product. The document is not marketing material. The information is required by law to help you understand the product's features, risks, costs, potential for profit and loss, and to help you compare this product with other investment products.

### **Product**

### Alfred Berg Nordic Investment Grade Mid Duration C (NOK)

Alfred Berg Kapitalforvaltning AS ISIN:

NO0010811920

www.alfredberg.no, call phone + 47 22 00 51 00 for more information.

The Financial Supervisory Authority supervises Alfred Berg Kapitalforvaltning AS and this key information document.

This key information has been updated as of: 2023-03-31

### What is this product?

Type Securities fund

Running time The mutual fund has no maturity date or term.

Objective Alfred Berg Nordic Investment Grade Mid Duration is an actively managed bond fund that primarily

invests in bonds and money market instruments issued by Nordic issuers. A minimum of 75% of the portfolio must be invested in instruments with an official rating from Moody's, Standard & Poor's or Fitch.

The issuers of the bonds are primarily states, municipalities, county councils, industrial companies and financial institutions. The fund has the opportunity to invest up to 10% of the portfolio in instruments with a lower credit quality than investment grade, but not lower than BB/Bb2. The composition of the portfolio will be a result of the manager's view of the quality of the individual issuer, relative value between issuers, sectors and market, as well as possible changes in the market's structure and framework. The fund's interest rate risk, measured by modified duration, will at all times be between 1 and 5. All investments in instruments in currencies other than Norwegian kroner will be hedged against Norwegian kroner. Alfred Berg Nordic Investment Grade has a moderate credit risk and is well diversified, but could be affected by changes in the market's assessment of the credit margin (spread) for individual issuers and/or sectors. The fund is a UCITS fund with the option to invest in derivatives.

**Target group** The fund may be suitable for you who want to save long-term for at least 3 years, and who understand that your investment may vary significantly in value and that you may risk losing money on the investment. Investment in this

mutual fund does not require special knowledge of or experience with mutual funds or the

securities market.

Other The fund's custodian is Skandinaviska Enskilda Banken AB (Publ) Investor Services/ Trustee Services, department Oslo (org. no. 971 049 944). Further information about the fund, including prospectus, investment strategy, half-

yearly reports and latest share value can be obtained free of charge at www.alfredberg.no.

What are the risks and what can I get in return?

### Risk indicator



The risk indicator indicates the overall level of risk for this mutual fund compared to other investment products. The indicator indicates how likely it is that you can lose money on the investment due to market developments. We have rated this fund as 2 out of 7. This product has no protection against adverse future market developments and you may lose part or all of your investment.

### Machine Translated by Google

#### Return scenarios

The amounts shown are minus all costs for the product itself, but not necessarily minus all the costs you pay to your adviser or distributor. The amounts do not take into account your personal tax situation, which may also have significance for how much you are left with after tax. The stress scenario shows what you can get back under extreme conditions market conditions. The unfavorable, moderate and favorable scenarios occurred for an investment between 2012 – 2022.

Recommended	investment period	3 years	
Example investment:		NOK 100,000	
		If you redeem after 1 year	If you redeem after 3 years
Scenarios			
Minimum	There is no guaranteed minimum return. You may k	ose part or all of the invested amount.	
Stress	What you can get back after costs	NOK 87,300	NOK 89,800
	Average return each year	-12.7%	-3.5%
Unfavorable	What you can get back after costs	NOK 92,800	NOK 94,300
	Average return each year	-7.2%	-1.9%
Moderate	What you can get back after costs	NOK 102,400	NOK 106,500
	Average return each year	2.4%	2.1%
Favorable	What you can get back after costs	NOK 106,700	NOK 112,400
	Average return each year	6.7%	4.0%

## What if Alfred Berg Kapitalforvaltning AS cannot pay me back?

The fund's assets are not kept by the management company. In line with the legal requirements, the fund's assets are kept with a special custodian designated by the management company. If the fund management company goes under bankruptcy proceedings, the management of the fund will be transferred to another management company. There is no compensation or guarantee scheme for fund savings.

### What are the costs?

The adviser or distributor who sells you this product may charge you more costs than those shown here. In that case, the adviser or distributor must provide you with information about these costs and how they affect your investment. If the fund is included as part of another product, other costs may be added to the product.

### Costs over time

The table shows the amounts deducted from your investment to cover various costs. These amounts depend on where how much you invest, how long you are invested [and how well the mutual fund is doing (if applicable)] The amounts that shown here are illustrations based on an example of an investment in the product at various investment periods. In the example we have assumed:

- If you redeem within the first year you will get back what you have invested (0% annual return) For others investment periods, we have assumed that the securities fund performs in line with the moderate scenario.
- NOK 100.000 is invested.

	If you redeem after 1 year	If you redeem after 3 years
Total costs	NOK 730	NOK 2,290
Annual cost effect (*)	0.73%	0.73%

\*The annual cost effect illustrates how costs reduce your return each year i during the investment period. The example shows that if you sell after recommended investment period will your calculated average return per year will be 2.8% percent before costs and 2.1% percent after costs.

# Machine Translated by Google Cost composition

One-off costs when buying or sellin	If you redeem after 1 year		
Drawing costs	No costs are incurred when redeeming shares in this fund.	NOK 0	
Redemption costs	There are no subscription costs when investing in this fund NOK 0		
Ongoing costs charged each year			
Management fee and other operational and administrative costs	0.50% of the value of your investment every year. This is an estimate based on actual costs in the fund during the past year.	NOK 500	
Transaction costs	0.23% of the value of your investment every year. This is an estimate of the costs incurred when we buy and sell underlying securities in your fund. The actual cost will depend on how much we buy and sell.	NOK 230	
Separate costs charged to the fund under certain circumstances			
Performance- based management remuneration	No performance related fee is charged for this product.	NOK 0	

## What is the recommended investment horizon, and can I withdraw the money earlier?

### Recommended investment period: 3 years

The product invests in shares and is suitable for long-term savings. You can sell earlier, but the product is not suitable for investors who plan to sell the shares within 3 years. You can normally buy and sell shares in the product on all business days in Norway. There are no additional costs if you sell earlier than the recommended investment period

### How can I complain?

If you wish to make a complaint about this product, or have complaints relating to the sales process or the advice you have received, you can contact the person who sold you the product or gave you advice. You can also contact the management company directly. You can get more information about how to complain at <a href="http://www.alfredberg.no/kontaktskjema/">http://www.alfredberg.no/kontaktskjema/</a>, or write to: kundesenter.no@alfredberg.com. Alternatively, you can send a complaint to Alfred Berg Kapitalforvaltning AS PO Box 0250 Oslo.

### Other relevant information

More information about the fund company's complete prospectuses, general terms and conditions, half-yearly and annual reports for Alfred Berg Kapitalforvaltning is available at <a href="https://www.alfredberg.no">www.alfredberg.no</a>. The information is available in <a href="https://www.alfredberg.no">Norwegian</a>. Printed copies are available free of charge.

## Machine Translated by Google Fact sheet

Purpose

Vedlegg 1.2 / Appendix 1.2 Nøkkelinformasjon for Overtakende UCITS / Key information document for the Receiving UCITS



This fact sheet gives you basic facts about this investment product. It is not advertising material. The information is required according to law to help you understand the product's characteristics, risks, costs, possible profits and losses and to help you compare with other products

### **Product**

Alfred Berg Nordic Investment Grade Mid Duration Alfred Berg

Kapitalforvaltning AS ISIN: SE0013887544

www.alfredberg.se, call

+47 22 00 51 00 for more information.

Finansinspektionen is responsible for the supervision of the fund with regard to this fact sheet.

This Priip product is authorized in Sweden and managed by Alfred Berg Kapitalforvaltning AS.

Alfred Berg Kapitalforvaltning AS is authorized in Norway and regulated by the Norwegian Financial Supervisory Authority.

The fact sheet's issue date: 2024-06-11

### What does the product mean?

Typ Securities fund

Running time

The fund has no maturity date. The fund company has the right to close the fund and redeem the units, see information in the information brochure.

Goal

Alfred Berg Nordic Investment Grade Medium Duration is a bond fund that primarily invests in Nordic bonds and money market instruments. Issuers of bonds and money market instruments are primarily states, municipalities, county councils, industrial companies and financial institutions that have a credit risk that is assessed as equivalent to investment grade, BBB-/Baa3 or better. The issuers will primarily be Nordic, but up to 20% of the fund can be invested in securities issued by non-Nordic countries.

The fund can invest up to 10% of the portfolio in instruments with a credit risk deemed to be below "investment grade", but not lower than BB/Ba2. The fund has the option of investing up to 15% of the portfolio in subordinated (subordinated) capital. It is not permitted to invest in credit default swaps (CDS). The fund will invest in instruments issued in NOK, SEK, DKK, EUR and USD. Alfred Berg Nordic Investment Grade Medium Duration is an actively managed fund. Therefore, the composition of the portfolio will be the result of the manager's view of the quality of individual issuers relative to the value between issuers, sectors and markets, and any changes to the market's composition and structure. The interest rate risk in the fund, measured as modified duration, will normally be low/moderate and will always lie in the interval 1-5 years. The fund has a moderate credit risk and is well-diversified, but will however be affected by changes in the market's assessment of the credit margin (spread) for individual issuers or sectors. The fund is a UCITS fund, with the option to invest in derivatives.

Target group This fund may be suitable for savers who plan to keep their investment for at least 3 years and who are understand that the money invested in the fund can both increase and decrease in value and that it is not certain that the entire invested capital can be recovered. In order to invest in the fund, no particular prior knowledge or experience of mutual funds or financial markets is required.

Miscellaneous

Förvaringsinstitut för förvaltningsbolaget's all funds is Skandinaviska Enskilda Banken AB (publ), 106 40 Stockholm with registered office in Stockholm. Skandinaviska Enskilda Bankens AB (publ)'s main business is banking, financial business and business that has a natural connection with it.

### What are the risks and what return can I get?

### The risk indicator



The summary risk indicator provides guidance on the level of risk for this product compared to other products.

It shows how likely it is that the product will fall in value due to market developments. We have classified the product as 2 out of 7. Risks that are not captured by the risk indicator: Counterparty risk - arises if a counterparty does not fulfill its obligations to the fund, for example by not paying a fixed sum or not delivering securities according to agreement. Operative risk - the risk of loss due to, for example, system failure, errors caused

Machine Translated by Google



The risk indicator assumes that you keep the product for 3 years.

by the human factor or by external events. This product does not contain any protection against future market performance. You may therefore lose all or part of your investment.

## Machine Translated by Google Outcome scenarios

What you get from this product depends on future market performance. The future market development is uncertain and may not predicted exactly. The figures include all costs for the product itself, but possibly not all costs that you pay for your advisor or distributor. The figures do not take into account your personal taxation situation, which can also affect how mycket you get back. The negative, neutral and positive scenarios show the worst, the average and the best the result for the product during the last 10 years. The markets may develop quite differently in the future. The stress scenario shows what you can get back under extreme market conditions. This scenario occurred for an investment between 2014-2024.

Recommended h	olding period	3 years	
Investment of		NOK 100,000	
		If you redeem after	If you redeem after
Scenarios			
Minimum	There is no guaranteed minimum return. You may lose all or pa	art of your investment.	
Stress	What you can get back after deduction of costs	NOK 83,200	NOK 87,700
	Average return per year	-16.8	-4.3
Negative	What you can get back after deduction of costs	NOK 92,800	NOK 97,800
	Average return per year	-7.2	-0.8
Neutral	What you can get back after deduction of costs	NOK 102,100	NOK 106,200
	Average return per year	2.1	2.0
Positive	What you can get back after deduction of costs	NOK 106,900	NOK 109,600
	Average return per year	6.9	3.1

## What happens if Alfred Berg Kapitalforvaltning AS cannot make any payments?

By law, the fund's assets may not be kept by the fund company. Instead, each fund must have a special custodian that takes take care of the safekeeping of the fund's assets. In the event that the fund company goes bankrupt, management of the fund is taken over the depository. There is no compensation or guarantee scheme for investors in the fund.

### What are the costs?

The person who advises you on or sells the product may charge other costs. If this is the case, the person in question must inform you about these costs and how they affect your investment. If the fund is included as part of another product, e.g. fund insurance, there may be other costs for that product.

### Costs over time

The tables show the amounts taken from your investment to cover different types of costs. The size of the amount depends on how how much you invest, how long you hold the product and how your product performs. The amounts shown here are based on an example of investment amounts and different possible investment periods. We have assumed the following:

- In the first year, you get back the amount you invested (0% annual return). For 3 years we have accepted the product performs in accordance with what is shown in the neutral scenario.
- SEK 100,000 is invested.

	If you redeem after 1 year	If you redeem after 3 years
Total costs	NOK 700	NOK 2,190
Annual cost effects	0.70	0.70

(\*) This illustrates how costs reduce your return every year during the holding period. The shows for example that if you solve in vid it the recommended holding period is calculated as yours average return per year will be 2.7% before costs and 2.0% after costs. Seam compensation for his services can the person who sells the product to you with the possibility of receiving a share of the costs that you pay to us. You will receive information about the amount.

### Machine Translated by Google Cost composition

One-off costs upon subscription or re	If you redeem after 1 year	
Subscription costs	We do not charge a registration fee, but the person selling the product to you may.	NOK 0
Redemption costs	We do not charge a redemption fee, but the person selling the product to you may.	NOK 0
Running costs		
Management fees and other administration or operating costs	0.51% of the value of your investment per year. This is an estimate based on actual costs during the last year.	NOK 510
Transaction costs	0.19% of the value of your investment per year. This is an estimate of the costs that arise when we buy and sell the product's underlying investments. The actual amount will vary depending on how much we buy and sell.	NOK 190
Extra costs charged in special circun		
performance-related fee is charged f	NOK 0	

## How long should I keep the investment product and can I withdraw money early?

### Recommended holding period: 3 years

The fund has no requirement for a minimum holding period, but since it invests in shares, it is suitable for a medium to long investment horizon. You should be prepared to save in the fund for at least 3 years. You normally have the opportunity to sell your fund shares on all banking days without any extra fee.

## How can I complain?

If you wish to make a complaint about the fund, you can contact the person who advised you on or sold the product to you. You can also contact the fund company (www.alfredberg.se/kontaktformular/).

### Other relevant information

Full information about the fund can be found in the fund's information brochure, which is available on the fund company's website (www.alfredberg.se) together with current version of this fact sheet, the fund's annual report and half-year report as well as information on costs for older periods.

Vedlegg 2.1 / Appendix 2.1 Vedtekter for Overdragende UCITS / Fund rules for the Merging UCITS

### **Articles of association for Alfred Berg Nordic Investment Grade Mid Duration**

### § 1 The name of the mutual fund and the management company

The Alfred Berg Nordic Investment Grade Mid Duration mutual fund is managed by the management company Alfred Berg Kapitalforvaltning AS. The fund is approved in Norway and regulated by the Norwegian Financial Supervisory Authority.

The fund is regulated in accordance with Act 25 November 2011 no. 44 on mutual funds ("vpfl")

### § 2 UCITS fund

The fund is a UCITS fund that follows the investment rules in vpfl. chapter 6 and the provisions on subscription and redemption in vpfl. § 4-9 first paragraph and § 4-12 first paragraph.

### § 3 Rules for the placement of the securities fund's funds

### 3.1 The fund's investment area and risk profile

The fund is another interest fund according to the Verdipapirfondenes forening's definitions which mainly invests in interest-bearing securities issued by issuers in the Nordic countries.

Securities issued in foreign currency are hedged to Norwegian kroner. The fund's modified interest duration must be in the range of 1 to 5 years. The fund is typically characterized by moderate fluctuation risk (volatility).

The fund's investment mandate is specified in more detail in the prospectus. The risk profile is specified in more detail in the fund's Key Information.

### 3.2 General information on investment area

The fund's funds can be invested in the following financial instruments and/or deposits in credit institutions:

tradable securities investment x yes  $\ddot{y}$  no fund units money market x yes  $\ddot{y}$  no x yes instruments derivatives deposits in  $\ddot{y}$  no

credit x yes ÿ no institutions x yes ÿ no

The fund may, regardless of the investment options in this section, hold liquid funds.

The fund's investment in securities fund shares must, together with the fund's other investments, be in accordance with these articles of association.

Investments in other securities funds amount to a maximum of 10 percent of the fund's assets: X yes  $\ddot{y}$  no

The securities fund can use the following derivative instruments: options, futures and swap agreements.

Underlying the derivatives will be debt and money market instruments, indices with debt and money market instruments, credit indices, as well as interest, currency or exchange rates.

Expected risk and expected return on the fund's underlying securities portfolio remain unchanged as a result of the derivative investments.

### 3.3 Requirements for liquidity

The fund's funds can be invested in financial instruments such as:

is accepted for official listing or traded on a regulated market in an EEA state, including a
 Norwegian regulated market as defined in directive 2004/39/EC art 4 (1) no. 14 and the Stock Exchange Act section 3 first paragraph.

x yes ÿ no

2. traded on another regulated market that operates regularly and is open to the general public i a state that is a party to the EEA Agreement.

x yes ÿ no

3. is admitted to official listing on a stock exchange in a country outside the EEA area or which is traded in such country on another regulated market that operates regularly and is open to the public.

x yes ÿ no

Exchanges or regulated markets in the OECD are relevant. It is placed in well-developed markets.

4. are newly issued if a condition for issuance is that an application is made for admission to trading on a stock exchange or market as ticked in points 1 to 3 above. Admission to trading must have taken place no later than one year from expiry of the subscription period

x yes ÿ no

The fund's funds can be placed in money market instruments that are traded on a market other than that specified in points 1 - 3 above, if the issue or the issuer of the instruments is regulated with the aim of protecting investors and savings, and the instruments are covered by vpfl. § 6-5 second paragraph.

The fund's funds can be placed in derivatives that are traded on a different market than specified in points 1 - 4 over.

Up to 10 per cent of the fund's funds can be invested in financial instruments other than those mentioned in this point.

### 3.4 Placement restrictions - the funds of the fund

The mutual fund's portfolio of financial instruments must have a composition that provides an appropriate spread of the risk of loss.

The fund's investments must at all times be in accordance with the investment restrictions in vpfl. § 6-6 and § 6-7 first, second and fourth paragraphs.

### 3.5 Placement restrictions - ownership stake with the issuer

The fund's investments must at all times be in accordance with the investment restrictions according to vpfl. § 6-9.

### 3.6 Lending

The securities fund can lend financial instruments in accordance with vpfl. § 6-11. All income from lending must accrue to the fund

### § 4 Capital gains and dividends

Capital gains from the fund's investments in bonds, certificates, derivatives and other financial instruments are distributed (all capital gains that are taxable on the fund's behalf).

Realization gains are distributed once a year to unit owners registered in the fund's unit owner register as of 31 December in the year the gains were realized.

Dividends are distributed to unit owners.

Dividends are distributed in the form of the taxable result (taxable income with deductions for deductible costs incurred by the fund). Capital gains as mentioned above are included in taxable profit. Dividends are distributed once a year to unit owners registered in the fund's unit owner register as of 31 December in the year in which the right to dividends was accrued.

### § 5 Costs

Management fee is the management company's income for managing the fund. The basis for calculating the management fee is the fund's current value. When calculating the fund's value (assets), the basis shall be the market value of the portfolio of financial instruments and deposits in a credit institution, the value of the fund's liquid assets and other receivables, the value of accrued non-due income, minus debts and accrued non-due costs, including latent tax liability.

In addition to the management fee, the following costs can also be covered by the fund:

- 1. transaction costs for the fund's placements,
- 2. payment of any taxes the fund is subject to,
- 3. interest on borrowing as mentioned in vpfl. § 6-10 and
- 4. extraordinary costs that are necessary to safeguard the unit owners' interests, cf. vpfl. § 4-6 second paragraph.

The management company can charge the fund a fixed management fee. Fixed management fee is calculated daily and charged monthly.

The management fee is distributed equally to each share within the individual share class in the fund. The size of the management fee appears in § 7 of the articles of association.

### § 6 Subscription and redemption of shares

The fund is normally open for subscription and redemption every banking day. There are no subscription and redemption fees.

### § 7 Share classes

The fund's assets are divided into the following share classes:

Share class	Minimum Maximum fixed	
	subscription value	annual management fee
Classic	NOK 300	0.50%
INST	NOK 10,000,000 0.30	0%

What characterizes the different share classes are: different minimum subscription values and different maximum annual management fees.

The management company can charge one or more of the fund's share classes with a fixed management fee.

The management fee for share class Classic amounts to a maximum of 0.50 per cent per year. The management fee for share class INST amounts to a maximum of 0.30 per cent per annum.

Fixed management fee is calculated daily and charged monthly.

The management fee is distributed equally to each share within the individual share class in the fund.

The total management fee in the fund and the sub-funds for share classes Classic and INST is up to 0.50 per cent per annum and 0.30 per cent per annum, respectively.

Vedlegg 2.2 / Appendix 2.2 Vedtekter for Overtakende UCITS / Fund rules for the Receiving UCITS



# **FUND PROVISIONS**

## Alfred Berg Nordic Investment Grade Medium Duration

The fund regulations established by the board on 18 December 2023.
Fund regulations approved by Finansinspektionen 12 April 2024. Valid from 1 November 2024.

### 1. THE FUND'S LEGAL STATUS

The fund's name is Alfred Berg Nordic Investment Grade Medium Duration (hereinafter "the Fund").

The fund is a securities fund according to the Act (2004:46) on securities funds (hereinafter "LVF").

The fund assets are jointly owned by the shareholders and each fund share in the same share class carries equal rights to the property included in the fund. The fund cannot acquire rights or assume obligations.

The fund is managed by the fund management company stated below under point 2 ("Management company"). The management company represents the fund shareholders in all matters relating to the fund, decides on the property included in the fund and exercises the rights arising from the property.

The business is carried out in accordance with these fund regulations, the company regulation for förvaltningsbolaget, the law on securities funds and other applicable regulations.

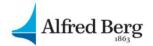
These fund regulations are supplemented by a separate information brochure and a PRIIP fact sheet. The information brochure and the PRIIP fact sheet is provided by Förvaltningsbolaget and can be downloaded via Förvaltningsbolaget's website www.alfredberg.no.

Förteckning över share classes The fund consists of the following share classes with the following conditions:

Share class	Currency	Terns and conditions	
A	SEC	currency amount in SEK, with a minimum subscription amount of SEK 100	
В	SEC	currency exchange in SEK, with conditions for distribution, with a minimum subscription amount of SEK 100	
С	ENOUGH	currency claim in NOK, with a minimum subscription amount of NOK 100	
D	ENOUGH	currency guarantee in NOK, with conditions for distribution, with a minimum subscription amount of NOK 100	
E	SEC	currency claims in SEK, with a minimum subscription amount of SEK 10,000,000	
F	ENOUGH	currency guarantee in NOK, with a minimum subscription amount of NOK 10,000,000	
G	ENOUGH	Currency insurance in NOK with conditions for distribution, with a minimum subscription amount of NOK 100	
Н	EUR	currency exchange in EUR, with a minimum subscription amount of EUR 10	
	EUR	currency exchange in EUR, with conditions for distribution, with the lowest subscription amount of EUR 10	
J	EUR	currency claims in EUR, with a minimum subscription amount of EUR 1,000,000	
К	SEC	currency exchange in SEK, with conditions for distribution, with a minimum subscription amount of SEK 100	

A share class with conditions for distribution share class B, D and I) is open only to

• shareholders who invest in the fund within the framework of an investment service agreement in accordance with Chapter 2 § 1 of the Securities Market Act (2007:528) or corresponding Swedish or foreign regulations, provided that, and only as long as, there is a written agreement between förvaltningsbolaget and the person providing the investment service, or an intermediary party in the distribution chain, who expressly permits



distribution of the share class. No compensation is charged from Förvaltningsbolaget for distribution of the share class. and for

• försäkringsföretagy which invests in the fund as part of an agreement with policyholders, provided that, and only as long as, there is a written agreement between the management company and the försäkringsföretaget or an insurance distributor that expressly allows investment in the share class. No compensation is charged from Förvaltningsbolaget for distribution of the share class.

A share class with conditions for distribution (share class G and K) is open only to

- shareholders who invest in the fund within the framework of an investment service agreement in accordance with Chapter 2 § 1 of the Securities Market Act (2007:528) or corresponding Swedish or foreign regulations, provided that, and only as long as, there is a written agreement between förvaltningsbolaget and the person who provides the investment service, or an intermediary party in the distribution chain who expressly allows the distribution of the share class No compensation is issued from Förvaltningsbolaget to the person who provides the investment service, and for
- försäkringsföretagy which invests in the fund as part of an agreement with policyholders, provided that, and only as long as, there is a written agreement between the management company and the försäkringsföretaget or an insurance distributor that expressly allows investment in the share class. No compensation is issued from Förvaltningsbolaget till försäkringsföretaget.

#### Transfer

Whoever has distributed fund shares to a shareholder is responsible for ensuring that the shareholder receives the share class to which he is entitled. When an insurance company has invested in fund shares within the framework of an agreement with the policyholder, the insurance company or those of the insurance company and the insurance distributor who have an agreement with the policyholder are responsible for the insurance company obtaining the unit class it is entitled to.

The share classes differ in terms of terms of distribution, currency, fee and minimum subscription amount. If a shareholder with the same funds simultaneously meets the conditions for more than one share class, the funds shall be transferred to the one with the lowest management fee in accordance with point 11. If a shareholder's funds cease to meet the conditions for one share class, the funds shall be transferred to the share class with the lowest management fee in accordance with point 11 whose conditions the shareholder's medel fulfills.

Transfer must take place without changing the conditions for distribution and currency.

If there is no receiving share class open for subscription with the same conditions for distribution and currency when the transfer is to take place because the shareholder's funds no longer meet the conditions for a share class, the transfer must be made to the share class that most closely corresponds to the share class whose conditions the shareholder's funds no longer fulfills. The assessment of the receiving share class must be made by the Förvaltningsbolaget or the distributor, the försäkringsföretagam or the

försäkringsdistributör who has an agreement with the shareholder or the policyholder. This must notify the shareholder or the policyholder of such a transfer.

Notwithstanding the above, transfers must not take place to or from share classes B, D, I. G and K. Transfers can therefore be made to and from share classes A, C. E, FH, and J.

### 2. FUND TRUSTEES

The fund is managed by Alfred Berg Kapitalforvaltning AS, organization number 956 241 308. Förvaltningsbolaget conducts fund operations in accordance with the Securities Fund Act (25 November 2011 no. 44) in Norway, as well as LVF.

### 3. THE CONSERVATION INSTITUTE AND ITS TASKS

The fund's assets are held by Skandinaviska Enskilda Banken AB (publ), organization number 502032-9081 (the "Preservation Institute").

The custody institute shall receive and store the property included in the Fund and execute the Management Board's instructions relating to the Fund if they do not conflict with provisions in the LVF, other legislation or with the fund regulations and ensure that

- the sale, redemption and cancellation of fund shares takes place in accordance with the provisions of the law and the fund regulations,
- the value of the fund shares is calculated according to the regulations in the law and the fund regulations,



- compensation for transactions that affect a fund's assets are paid in to the fund without delay, och
- the fund's income is used in accordance with the regulations in the law and fond regulations

The depository institute must act independently of the Förvaltningsbolaget and exclusively in the interest of the fund shareholders.

### 4. CHARACTER OF THE FUND

The fund is an actively managed interest fund that mainly invests in interest-bearing securities issued by issuers in the Nordics. The fund's aim is to achieve the greatest possible risk-adjusted return within the framework of the established investment mandate.

#### 5. THE FUND'S INVESTMENT DIRECTION

The fund's assets can be invested in the following asset classes:

- Transferable securities
- Money market instrument
- Derivative instrument
- Fund shares
- Account with a credit institution

The fund is an actively managed interest fund that will invest at least 80 percent of the fund's assets in Nordic bonds and money market instruments. Issuers of the bonds and money market instruments are primarily states, municipalities, county councils, industrial companies and financial institutions that have a credit risk corresponding to investment grade, BBB-/Baa3 or better.

90% of the Fund's total assets must be invested in assets (overlåtbara värdepapper och/or penningmarknadsinstrument) with connections to the Nordics (Sweden, Norway, Denmark, Finland and Iceland) or in accounts with credit institutions established in the Nordics. The issuers of the instrument are primarily states, municipalities, county councils, industrial companies and financial institutions that have a credit risk that corresponds at least to investment grade, BBBÿ/Baa3. By connection is meant that the issuer of the instrument, its parent company or main shareholder has its seat or head office in the Nordics, is an active issuer on the Nordic markets or has significant operations in the Nordics, or that the instrument is issued in a Nordic currency.

The Fund may invest up to 10 percent of the Fund's total assets in instruments with a credit risk deemed to be lower than investment grade, however not lower than BB/Ba2.

The Fund may invest up to 15 percent of the Fund's funds in corporate loans, i.e. bonds or other debt instruments that have been agreed to be subordinated to other debt issued by the issuer.

It is not permitted to invest in credit default swaps (CDS). The fund will invest in instruments issued in NOK, SEK, DKK, EUR and USD. The fund can invest in derivative instruments with such underlying assets as specified in chapter 5 section 12 first paragraph LVF.

The composition of the portfolio will be a result of the manager's view of the quality of individual issuers, the relative value between issuers, sectors and markets as well as any changes in the market structure and other market conditions.

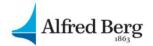
The fund's interest rate risk, measured as modified duration, should normally be low to moderate and always be between 2 to 4 years. Derivatives will be used in the Fund to ensure that the duration is between 2 to 4 years.

The Fund may invest a maximum of 10 percent of the Fund's total assets in other funds.

### 6. MARKETPLACES

The fund's purchase and sale of fund units can be done directly with förvaltande fondföretaig, förvaltningsbolag, fondföretaig or managers of alternative investment funds.

The fund's assets may be invested on a regulated market or on an equivalent market outside the EES as well as on another market, within or outside the EES, which is regulated and open to the public.



### 7. SÄRSKILD PLACEMENT DIRECTION

- The fund may invest in such derivative instruments as referred to in chapter 5 section 12 LVF (including so-called OTC derivatives).
- The fund uses currency derivatives in order to hedge its holdings.
- The fund is not able to make investments in such transferable securities and money market instruments as referred to in Chapter 5 Section 5 LVF.
- Derivative instruments may be used as part of the Fund's investment strategy.

### 8. VALUATION

The fund's value is calculated by deducting the fund's liabilities from the fund's assets. The value of a fund share is calculated taking into account the conditions associated with the respective share class.

The fund's assets are valued at current market value. The valuation takes place daily until the latest payment rate or, if this does not exist, the latest purchase rate and if this is not indicated until the last selling rate.

If the above-mentioned valuation methods according to the management company's judgment are misleading, a market value is determined on objective grounds after a special valuation. For example, market prices from:

- a non-regulated market,
- an independent broker,
- · other external independent sources,
- another listed financial instrument,
- an index or a company event with an impact on the market value.

For instruments referred to in chapter 5, section 12, second paragraph LVF, so-called OTC derivatives, a market value is determined as follows:

- market price set by an active market,
- if a market price cannot be obtained, the OTC derivative must be valued according to valuation models such as Black & Scholes and Black 76.

### Adjusted fund unit value known as Swing pricing

In order to ensure a fair treatment of fund shareholders and safeguard the shareholders' common interests, the Management Company applies a method for determining the fund share value for fund shares in the Fund.

Swing pricing aims to prevent a fund shareholder from having to bear transaction costs as a result of the sale and redemption of fund shares in the Fund carried out by other shareholders in the Fund. The transaction costs referred to in this context are those incurred when assets are bought or sold to handle the request for the purchase or redemption of fund shares in the Fund, i.e. in case of net inflows or net outflows. The transaction costs can be direct or indirect and include, in relevant cases, e.g. brokerage, spread, market influence, currency exchange costs and transaction taxes.

The fund value for the fund shares is adjusted upwards and downwards respectively if the Fund has a net inflow or a net outflow that exceeds a threshold determined in advance by the Management Board, expressed as a share of the Fund's value

("Threshold value"). On the days when the net flow does not exceed the Threshold value, no adjustment of the fund share value is made. The level of the Threshold Value is determined based on the Management Company's assessment of what constitutes a larger net flow for the Fund that can be expected to result in the Fund having to buy or sell assets to handle the flow and gives rise to transaction costs. The threshold can, however, be set to a lower level, if the Management Company deems it justified based on consideration of the fund shareholders' interests given the transaction costs. The threshold value is reviewed regularly by Förvaltningsbolaget.

The size of the adjustment of the fund share value, hereinafter called the adjustment factor, is determined by the Management Company and may vary over time. The adjustment factor is determined taking into account historical transaction costs and other relevant information and is evaluated regularly, or if necessary, by Förvaltningsbolaget. The adjustment factor for net inflows may differ from the adjustment factor for net outflows, since the Fund's transaction costs look different depending on whether the Fund has to buy or sell securities. The adjustment factor for net inflows may amount to a maximum of 0.5 per cent of the fund unit value. The adjustment factor for net outflows may amount to a maximum of 2.5 per cent of the fund unit value.



The management fee is calculated on the fund share value before the fund share value is adjusted.

The fund share value per fund share shall, in accordance with what is stated above, be determined as follows:

- If the Fund has a net inflow that exceeds the Threshold, the fund share value, calculated according to point 8, on the banking day, sales and redemptions take place after a completed upward adjustment corresponding to the adjustment factor for the net inflows.
- If the Fund instead has a net outflow that exceeds the Threshold value, the fund share value, calculated according to point 8, on the banking day sales and redemptions take place after a downward adjustment corresponding to the adjustment factor for net outflows.
- On the days when the net flow in the Fund does not exceed the Threshold value, the fund share value, calculated according to point 8, on the banking day the sale takes place and the redemption price for a fund share must be the fund share value, calculated according to point 8, on the banking day the redemption takes place.

### 9. SALE AND REDEMPTION OF FUND SHARES

Sales and redemption of fund shares take place in Norwegian kronor (share classes C, D, F and G), in Swedish kronor (share classes A, B, E and K) and in euros (share class H, I and J). The price at Förvaltningsbolaget's sale (shareholder's purchase) of a fund share is the fund share value on the banking day on which the sale takes place.

The price at Förvaltningsbolaget's redemption (shareholder's sale) of a fund share is the fund share value on the banking day on which the redemption is effected.

Fund shares can be sold and redeemed every bank day through the Management Company. Sales and redemption price can be obtained from Förvaltningsbolaget. Publication also takes place in daily newspapers or similar media. The exchange rate on a certain banking day is normally published in the evening of the same banking day. However, the fund may be closed for sale or redemption if all or parts of the fund's assets cannot be valued because the markets in which the fund invests are closed.

The request for the sale (andelsägares köp) of a fund share must be made in writing via fax, or via computer media after special agreement.

The request for the redemption (shareholder's sale) of a fund share must be made in writing via fax, or via computer media after special agreement.

The request submitted in writing via fax must be personally signed by the shareholder.

The request is executed on the same day as it is submitted, provided that the request reaches Förvaltningsbolaget at the latest at that time and in accordance with the conditions stated in the information brochure. Otherwise, the request is executed on the next banking day. The Fund may be closed for sale or redemption if all or part of the Fund's assets cannot be valued because the markets in which the Fund invests are closed.

The request for redemption may only be revoked if the Management Board allows this.

The sale or redemption takes place at a fund share value that is not known when the request is made.

### 10. EXTRAORDINÄRA FÖRHÅLLANDEN

The Fund may be closed for sale or redemption if such extraordinary events have occurred that make it impossible to value the Fund's assets in a way that ensures the equal rights of the fund shareholders.



### 11. FEES AND COMPENSATION

From the Fund's funds, compensation may be paid partly to Förvaltningsbolaget för dess förvaltnings, administration, bokföring och registerhållning regarding the Fund, as well as a fee to the custodian for its storage of the Fund's assets, as well as audit costs and compensation regarding Finansinspektionen's tillsynsverkehsam. The compensation is calculated daily and taken from the Fund at the end of each month.

Class	Terns and conditions	Highest management fee as a percentage of the total value for the unit class per year
Α	Management fee with a fixed fee	0.50
В	Management fee with a fixed fee	0.40
С	Management fee with a fixed fee	0.50
D	Management fee with a fixed fee	0.40
E	Management fee with a fixed fee	0.30
F	Management fee with a fixed fee	0.30
G	Management fee with a fixed fee	0.45
Н	Management fee with a fixed fee	0.50
-	Management fee with a fixed fee	0.40
J	Management fee with a fixed fee	0.30
K	Management fee with a fixed fee	0.45

Brokerage and other eventual costs hänförliga till purchase and sale of financial instruments are taken from the Fund.

### 12. DISTRIBUTION

The fund does not pay a dividend.

### 13. THE FUND'S ACCOUNTING YEAR

Accounting year for the Fund is calendar year.

## 14. HALF-YEAR REPORTS AND ANNUAL REPORTS, AMENDMENT OF THE FUND PROVISIONS

The annual report and half-year report for the Fund shall, upon request, be sent free of charge to the shareholders and kept available at Förvaltningsbolaget on phone +47 22 00 51 01, by e-mail till kundesenter.no@alfredberg.com or at www.alfredberg.no within four or two months respectively after the end of the reporting period.

If the Management Board decides on changes to these fund regulations, the decision must be submitted to the Finansinspektionen for approval. The decision must be kept available at Förvaltningsbolaget and the custodian and notified in the manner prescribed by the Finansinspektionen.

The changes shall enter into force in connection with the announcement or the later date specified in the announcement. The changes must apply to all shareholders.

### 15. PLEDGE AND ASSIGNMENT

Pledge of fund shares must be reported in writing to Förvaltningsbolaget. The notification must state the shareholders, mortgagees, the extent of the mortgage and any restrictions. The notice must be signed by the mortgagor.

The management company must record information about pledges in the shareholders' register and notify the shareholders of the listing. Information about pledges must be removed from the register after notification from the pledgee.

The management company has the right to charge compensation for the cost that the pledge entails, but no more than 500 kroner per pledge opportunity.

 $Unitholders\ can\ transfer\ their\ fund\ shares.\ For\ such\ a\ transfer,\ the\ Management\ Board\ may\ charge\ a\ fee\ of\ a\ maximum\ of\ 500\ kroner.$ 



### **16. LIMITATION OF LIABILITY**

### Limitation of Förvaringsinstitutet's liability

In the event that the Custodial Institute or a Custodian Bank has lost Financial Instruments that are kept in custody at the Custodial Institute or a Custodian Bank, the Custodial Institute shall without undue delay return Financial Instruments of the same type or issue an amount corresponding to the value to the Management Company for the Fund's account. However, the Custodial Institute is not responsible if the loss of the Financial Instruments is caused by an external event beyond the Custodial Institute's reasonable control and the consequences of which were impossible to avoid despite all reasonable efforts being made, such as damage caused by Swedish or foreign law, Swedish or foreign government action, war event, strike, blockade, boycott, lockout or other similar circumstances. The reservation regarding strikes, blockades, boycotts and lockouts also applies if the Conservation Institute is subject to or itself undertakes such conflict measures.

The Storage Institute is not liable for damage other than such damage as referred to in the first paragraph, unless the Storage Institute intentionally or negligently caused such other damage. The depository is also not liable for such other damage if the circumstances specified in the first paragraph exist.

The custodian is not responsible for damage caused by Swedish or foreign stock exchanges or other market places, registrars, clearing organizations or others that provide similar services, and - as far as damages other than those stated in the first paragraph - nor for damage caused by Depåbank or another contractor that the Storage Institute engages with due skill, diligence and care and regularly supervises, or as instructed by the Management Company. The custody institute is not responsible for damage caused by the now-mentioned organizations or contractors becoming insolvent. An assignment agreement regarding the storage of assets and control of ownership does not, however, exempt the Storage Institute from its responsibility for losses and other damage according to the Act on Securities Funds.

The Storage Institute is not responsible for damage that occurs to the Management Company, shareholders in the Fund, the Fund or others on the occasion of restrictions on disposal that may be applied against the Storage Institute regarding securities.

The depository institute is in no case responsible for indirect damage.

If there is an obstacle for the Storage Institute to fully or partially carry out an action according to this agreement due to a circumstance specified in the first paragraph, the action may be postponed until the obstacle has ceased. In the event of uppskjuten betalning, the Förvaringsinstitutet shall not incur late payment interest. If the interest is fixed, the Custodian must pay the interest according to the interest rate that applied on the due date.

If, as a result of the circumstances stated in the first paragraph, the Custodian is prevented from receiving payment for the Funds, the Custodian has the right to interest for the time during which it was prevented only in accordance with the conditions that applied on the due date.

The storage institute is liable for damages according to Chapter 3, Sections 14-16 of the LVF.

### Limitation of the Förvaltningsbolaget's liability

Förvaltningsbolaget is not responsible for damage caused by Swedish or foreign laws, measures by Swedish or foreign authorities, war, strike, blockade, boycott, lockout or other similar circumstances, such as computer or telephone failure.

The reservation regarding strikes, blockades and lockouts applies even if Förvaltningsbolaget itself is subject to or undertakes such conflict measures.

Damage incurred in other cases shall not be compensated by Förvaltningsbolaget, if Förvaltningsbolaget was normally careful. Förvaltningsbolaget is not liable in any case for indirect damage.

What is mentioned above in this paragraph does not limit the shareholder's right to damages according to Chapter 2, Section 21 LVF.

### 17. RESTRICTION IN FÖRSÄLJNINGSRÄTT MM

The fact that the Fund is aimed at the general public does not mean that it is aimed at such investors whose purchase of shares in the Fund or participation in the Fund otherwise is in conflict with the provisions of Swedish or foreign law or regulations. Nor is the Fund aimed at such investors whose purchase or holding of shares in the Fund means that the Fund or the Management Company will be liable/obliged to take registration measures or other measures that the Fund or the Management Company

otherwise it would not be guilty/obliged to take action. The management company has the right to refuse sales to such investors as referred to above in this paragraph.

Förvaltningsbolaget may redeem shareholders' shares in the Fund - and this also against such/such shareholders' objections - if it turns out that shareholders signed up for shares in the Fund in violation of provisions in Swedish or foreign law, regulations, regulations or authority decisions or that Förvaltningsbolaget due to the shareholder's sale or holding in the Fund becomes liable to take registration measures or other measures for the Fund or the Management Company which the Fund or the Management Company would not be obliged to take if the shareholder were not to hold shares in the Fund.