

(Please note: This is an unofficial translation of the official Finnish-language by-laws)

## **1 § Common fund**

The name of the common fund is (in Finnish) Erikoissijoitusrahasto HCP Focus, (in Swedish) Specialplaceringsfonden HCP Focus and (in English) Alternative Investment Fund (AIF) HCP Focus (below the “Fund”).

The Fund is a special common fund (non-UCITS) as specified in the Act on Alternative Investment Funds Managers (162/2014), that may depart from the restrictions of the Act on Common Funds, as stipulated in the directive, as to the diversification of the investments of the Fund, the publication of the value of the fund units and the subscription and redemption of fund units.

## **2 § The Alternative Investment Fund Manager (AIFM)**

The Fund is managed by Helsinki Capital Partners Oy (below the “Alternative Investment Fund Manager”, later “The AIFM”). The Alternative Investment Fund Manager represents the Fund and acts on behalf of it in all matters relating thereto, as well as using its rights regarding the assets in the Fund.

## **3 § The use of outside agents**

The AIFM may outsource its operations to outside agents. The type and extent of use of outside agents is detailed in the simplified fund prospectus.

## **4 § The custodian of the Fund**

The custodian of the Fund is the Helsinki branch office of Skandinaviska Enskilda Banken AB (publ) (below, the “Custodian”). The Custodian may use the services of specialists operating under the Finnish Financial Supervisory Authority or an equivalent foreign entity in order to fulfill its tasks.

## **5 § Investing the assets of the Fund**

The Fund is an equity fund that invests in common stocks and stock-based instruments. Such stocks and stock-based instruments must be listed and publicly traded on a securities exchange or alternatively traded on some other regulated and systematically operating marketplace that is commonly recognized and open to the public. The AIFM maintains a list of markets used by the Fund. The list may be obtained from the AIFM.

The objective of the Fund is to achieve an investment return that exceeds the return of its benchmark index. The benchmark index of the Fund is Morgan Stanley Capital International (MSCI ACWI IMI) – equity index including dividends.

The maximum investment in the securities of any one issuer is 20 % of the assets of the Fund. The maximum number of such investments is two. The maximum size of the other investments is 10 % each of the assets of the Fund. Consequently, the assets of the Fund must be invested in the securities of at least eight (8) different issuers. The Fund does not invest in derivatives; consequently, the aggregate risk of the Fund is at most the risk associated with being fully invested in common stocks. The risk-management policy of the Fund is described in more detail in the document “Risk-management policy”.

The objective of the Fund is to be invested in equities, however taking into account the required amount of cash funds to meet the demands when executing new investments or when fund-units are being redeemed.

For the purpose of cash-management, the Fund may use money-market instruments and bank deposits. The assets of the Fund may be invested in accounts in credit institutions that have their domiciles in countries belonging to the European Economic Area or in the United Kingdom, Australia, Japan, Canada, New-Zealand, the United States or Switzerland. The deposits must be withdrawable and repayable upon notice, and they must expire to payment no later than within 12 months. No more than 50 % of the assets of the Fund may be invested in one single credit institution. The assets of the Fund may also be invested in money-market instruments that are being publicly traded on a securities exchange or alternatively traded on some other regulated and systematically operating marketplace operating within the European Economic Area that is commonly recognized and open to the public. The money-market instruments may be issued by corporations, sovereigns and other entities. The maximum investment in a money-market instrument of any one issuer is 20 % of the assets of the Fund. The maximum number of such investments is two. The maximum size of other such investments is 10 % each of the assets of the Fund.

## **6 § The fund-unit register and the fund-units**

The AIFM shall keep a fund-unit register of the fund-units of the Fund and it shall register all transfers of fund-units. The fund-units may be divided into fractions. One fund-unit is composed of one hundred (100) fractions of equal size. All fund-units are growth-units.

The board of directors of the AIFM may decide to issue different fund-unit series with different management fee structures. The board of directors of the AIFM decides upon the minimum subscription of each respective fund-unit series and they are specified in the respective simplified fund prospectus in force.

One fund-unit entitles the unitholder to a share of the assets of the Fund that corresponds to the assets of the Fund divided by the respective number of fund-units issued.

The AIFM shall issue a certificate of participation of the fund-unit upon the request of a unitholder. A certificate of participation may be issued for several fund-units or fractions of fund-units and it may be drawn only to a designated unitholder. For the issuance and delivery of certificates of participation, the AIFM may charge the unitholder an administrative fee as specified in the respective simplified fund prospectus in force.

## **7 § The subscription, redemption and swapping of fund-units**

The subscriptions and redemptions of fund-units are carried out on the last banking day of each quarter (the subscription and redemption day). The subscription is carried out at the value of the fund-unit established for the subscription day, provided that the AIFM has been provided with adequate and sufficient information to identify the subscriber. The subscription is made by returning the subscription form to the AIFM no later than two banking days before the intended subscription. A binding notice of subscription is made by transferring the subscription payment to the subscription account of the Fund so that the funds are on the account no later than 4 pm Finnish time on the subscription day. The subscriber must, in connection with the subscription, notify which fund is being subscribed. In this context “quarter” shall have the meaning of the quarter of a calendar year.

The AIFM has the right to reject the subscription if adequate and sufficient information to identify the subscriber has not been provided. The board of directors of the AIFM may decide the minimum amount or minimum sum offered for subscription and the minimum number of fund-units to be held by each unitholder. The number of fund-units subscribed is calculated by dividing the subscription sum, less the subscription fee, as applicable, with the value of one fund-unit on the subscription day.



The AIFM calculates the number of fund-units subscribed by dividing the subscribed sum (after a potential subscription fee) by the value of the fund-unit. The number of fund-units subscribed is calculated to an accuracy of one percent (1/100) of one fund-unit, depending on the value of the third decimal of the quotient ( $< 0,005$  is rounded down and  $\geq 0,005$  is rounded up). Any divisional residual is added to the fund capital.

The AIFM has the right to reject a subscription request if adequate information for the subscription has not been provided, if the AIFM deems the client relationship unnecessary, or if the client relationship has been deemed to negatively affect the interests or equality of other fund-unit holders.

Each subscriber shall receive a subscription receipt and, on request as specified in § 6 above, a certificate of participation that shall be delivered to the custodian appointed by the investor.

A unitholder has the right to demand that the AIFM redeems the fund-unit and the AIFM has a corresponding obligation to redeem the said fund-unit as specified in § 7. If a certificate of participation has been issued on the fund-unit, the certificate must be returned to the AIFM in connection with the redemption. Redemptions are carried out by returning the redemption form to the AIFM no later than the last banking day of the month preceding the last banking day of the quarter. Redemptions are carried out on the redemption day, which is the last banking day of the quarter, to the value of the fund-unit established for the redemption day. The funds obtained in connection with the redemption, less the redemption fee, as applicable, are paid 15 banking days after the redemption day to the bank account provided by the client, unless otherwise agreed. In this context “quarter” shall have the meaning of the quarter of a calendar year.

The AIFM can decide to liquidate a unitholder’s fund-units without their request or consent, given that the AIFM has significant reason to believe that the unitholders continued ownership in the fund will create obligations for the AIFM that it can not reasonably be expected to uphold. A significant reason could arise from an unitholder moving to a country that would require the AIFM to do large amounts of additional reporting, joining a foreign association that it would otherwise not have to join, or following foreign laws which are not present in the AIFM’s country of location. A significant reason could also be a unitholder being placed on a sanctions list where breaking the sanctions would likely cause considerable damage to the AIFM’s operations or force the AIFM to break regulations in its country of location. The redemption is executed with the value of the fund-units at the time of the redemption decision, and no redemption fee is charged. Once the required redemption is brought to the AIFM’s attention, the unitholder is immediately informed of the redemption and its reason.

Upon amendments made to the by-laws of the Fund, or merger or division of the fund management, the unitholders shall be informed of the upcoming changes no later than five weeks before redemption day in order to ensure that the unitholders have the possibility to redeem their units before the changes come into force. The changes may not be implemented before the redemption day.

## **8 § The fees applicable to fund-unit transactions**

The AIFM charges a subscription fee amounting to no more than 1 percent of the subscription sum and a redemption fee amounting to no more than 1 per cent of the value of the fund-unit being redeemed. The board of directors of the AIFM decides upon the size of the subscription, redemption and swapping fees and the fees charged for the registration of fund-units. More detailed information concerning applicable fees shall be specified in the respective fund prospectus in force.

## **9 § Calculation of the value of the Fund**

The value of the Fund is calculated by subtracting the liabilities of the Fund from the assets of the Fund. The value of the Fund is reported in euros.

Securities held by the Fund, are valued at their respective market-values, which for this purpose shall be the official closing price no later than at 24.00 hours Finnish time.

If no such closing price is available for the valuation day, the last available trading quote shall be used, provided that it is between the buy and sell quote. If the last trading quote is higher than the selling quote or lower than the buying quote, the quote closer to the last trading quote shall be used.

If no reliable market-value for the security is available, the security shall be valued using objective criteria as decided by the board of directors of the AIFM.

Deposits in credit institutions and cash reserves held by the Fund shall be valued with accrued interest included.

Currency-nominated assets held by the Fund shall as a rule be converted into euros using the average currency quotes at 24.00 hours Finnish time of the international currency banks reported by the public price monitoring system.

## **10 § Calculating the value of the fund-unit**

The AIFM shall calculate the value of the fund-unit on each day that deposit banks as a rule are open in Finland. The AIFM shall publish the value of the fund-unit for the last banking day of each calendar month. Information regarding the value of the fund-units is available to the public at the AIFM. The value of one fund-unit is the value of the Fund divided by the number of fund-units outstanding.

The value of fund-units is calculated to an accuracy of two decimal points. The value of one fund-unit is rounded to the closest cent, depending on the value of the third decimal ( $< 0,005$  is rounded down and  $\geq 0,005$  is rounded up).

## **11 § The accounting period of the Fund and the Alternative Investment Fund Manager**

The accounting period of the Fund and the AIFM is the calendar year.

## **12 § The meeting of unitholders**

The general meeting of unitholders shall be held when,

The board of directors of the AIFM deems it necessary, or at the written request of the auditor, independent board member or unitholders holding in aggregate at least one twentieth (5 percent) of all outstanding fund-units.

The invite to the unitholder's meeting shall be delivered to the unitholders at most 4 weeks and at least 2 weeks prior to the meeting, via e-mail or other electronic means.

In order for a unitholder to be able to participate in the meeting, they must register to the AIFM no later than by the date mentioned on the invitation, which can be at earliest 5 days prior to the meeting itself. Unitholders cannot use the unitholder privileges in the meeting until their fund-unit is registered or they have presented proof of receiving a fund-unit to the AIFM.

The unitholder's meeting will be opened by the AIFM's chairman of the board or someone else appointed by the AIFM.

At least the following matters shall be handled in the general meeting of unitholders:

1. the election of the chairman of the meeting, who calls a protocol-keeper to keep the minutes of the meeting;
2. the preparation and approval of the vote-list;

3. the election of two protocol controllers and two vote-counters;
4. the declaration of the meeting as legal and competent;
5. the handling of matters related to the purpose of the meeting.

Each whole fund-unit carries one vote in the meeting of unitholders. If the aggregate holding of a unitholder is less than one whole fund-unit, the unitholder shall nevertheless have one vote. Unitholders may be present in the meeting by power of attorney or use an auxiliary. In the meeting of unitholders, matters are settled by a simple majority of votes. In elections, the candidate with the most votes is elected. In case of a tie, the chairman breaks the tie. However, in case of a tie in an election, the tie is broken by lottery.

### **13 § The fund prospectuses, the annual report and the semi-annual report**

The fund documents (key investor information document, the By-laws of the fund) as well as the annual and semi-annual reports of the Fund and the AIFM shall be published as stipulated in the Act on Alternative Investment Funds Managers. These documents shall be available free of charge from the AIFM during office hours.

### **14 § Amendments to the by-laws**

The board of directors of the AIFM decides upon amendments to the by-laws of the Fund. A change in the by-laws will come into effect on the day after the next subscription date. A unitholder shall be deemed to have been duly informed about the amendment on the fifth day as of the dispatchment of the notification by the post, or as of the publication of the notification in a national Finnish newspaper, or as of the dispatchment (with the consent of the unitholder) of the notification by email or some other electronic form of communication. Amendments that have entered into force shall apply to all unitholders.

### **15 § The discontinuing of subscriptions and redemptions**

The AIFM may decide to temporarily discontinue the taking of redemptions and/or subscriptions if the marketplace that may be deemed as the main marketplace of the Fund is closed as a result of some unforeseeable cause or if trading on the said marketplace has been limited. The taking of redemptions and/or subscriptions of fund-units may only be discontinued if unitholders' parity or other strong interest of unitholders so requires.

### **16 § Release of information**

The AIFM has the right to release information concerning unitholders in accordance with currently applicable legislation.

### **17 § Fees to be paid out of the assets of the Fund**

As compensation for its services, the AIFM shall receive a fixed management fee that shall be no more than 1 per cent annually of the value of the Fund. The fee is calculated daily (annual fee percentage/365) \* value of the Fund, and it is paid to the AIFM each calendar month in arrears. The fixed management fee is subtracted from the daily value of the fund-unit. The board of directors of the AIFM decides upon the exact size of the fixed management fee.

In addition to the fixed management fee, the AIFM shall, as compensation for its services, receive a performance fee that shall be no more than 10 % of the return of the Fund that exceeds the MSCI ACWI IMI (the benchmark index, dividends are included). The performance fee shall be charged only after quarters when the value of the Fund has increased. In quarters when the value of the Fund has decreased less than the value of the benchmark index no performance fee shall be charged.

The performance fee is calculated daily and it is paid on a quarterly basis. The performance fee is calculated by subtracting from the value of the Fund the value of the Fund on the last day of the previous quarter, and subtracting the capital gain of the benchmark index. The performance fee is 10 % of any capital gain thus calculated. The performance fee is calculated after the subtraction of the fixed fee and custodial fees. The board of directors of the AIFM decides upon the exact size of the performance fee. In order to avoid potential conflicts of interest the Fund does not apply a so-called "High Water Mark" –rule. However, the performance fee may not exceed 1 percent of the value of the assets of the Fund on the day of calculating the performance fee. The performance fee may not be charged in full if it would lead to negative return for the said quarter. The performance fee may not be negative.

As remuneration for its custodial services, the AIFM shall pay the Custodian a monthly fee in accordance with the custody agreement in force between the AIFM and the Custodian. The fee shall be no more than 0,15 % annually of the value of the Fund. The fee is calculated daily (annual fee percentage/365) \* value of the Fund, and it is paid to the Custodian each calendar month in arrears. The board of directors of the AIFM decide upon the exact size of the custody fee. The custody fee is subtracted from the daily value of the fund-unit.

More detailed information on the applicable fees shall be specified in the respective fund prospectus documents. The value of the fund-unit shall be publicized with the above fees and charges subtracted.

### **18 § Applicable law**

Finnish law shall be applied to the Fund and the AIFM.