

**By-laws of Special common fund HCP Black****12.2.2014**

(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 Black, (in Swedish) Specialplaceringsfonden HCP Black and (in English) Non-UCITS HCP Black (below the “Fund”).

The Fund is a special common fund (non-UCITS) as specified in the Finnish Act on Common Funds (29.1.1999/48) (below, the “Act”) that may depart from the restrictions of the Act, 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. The Fund may invest in common funds, special common funds and UCITS –units that are not suitable for directive-compliant common funds as to, e.g., their investment policies. The Fund may also sell securities not held by it at the point of transaction (i.e. “short-selling”), enter into repurchase, resale and lending agreements connected thereto, and to issue collateral in connection therewith.

**2 § The management company**

The Fund is managed by Helsinki Capital Partners Fund Management Company Ltd (below the “Management Company”). The Management Company represents the Fund and acts on behalf of it in all matters relating thereto, as well as using its rights as to the assets in the Fund.

**3 § The use of outside agents**

The Management Company 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”).

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

The objective of the investment operations of the Fund is to achieve high risk-adjusted returns in the long-run.

The Fund attempts to achieve its objectives by allocating assets in asset-classes with the highest risk-adjusted returns, based on a market-analysis. The Fund uses a broad range of asset-classes in its investments. The Fund may invest in the below asset-classes; debt-instruments, common stocks, alternative risk, and others.

Investments falling under the chosen asset-class are subjected to a separate analysis, based upon which the instruments to be utilized are chosen. In the analysis the characteristics of different instruments are analyzed as to both risk and return. Utilized instruments are mainly; direct investments, fund-units, UCITS and derivatives.

The Fund may not invest more than 20 % of the value of the Fund in the securities or money-market instruments of a single issuer. The Fund may not own more than two such investments. The size of the other investments of the Fund may not exceed 10 % of the value of the Fund.

A description of the investment instruments used by the Fund:

## **1. DEBT INSTRUMENTS**

The Fund may invest 0-100 % in debt instruments. The allocation to debt instruments and the aspired credit-ratings, maturities and durations of the instruments is determined by the market-analysis. The Fund invests mainly in debt-instruments with short-term (less than one year), medium-term (approximately five years) and long (less than ten years) durations.

Utilized debt-instruments:

- a) Bonds, convertible bonds and other interest bearing securities. These securities may be issued by corporations, sovereign countries, public entities and other legal entities.
- b) Money-market instruments and other interest bearing securities. These securities may be issued by the central, local or municipal government of a sovereign country, a central bank or an international public legal entity.

Such securities 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.

## **2. INVESTMENT FUNDS**

0-100 % of the assets in the Fund may be invested in the assets described below. However, as to fund management companies under IOSCO, no more than 70 % of the assets in the Fund may be invested in funds belonging to the same fund management company. The choice of funds is based on a market- and investment analysis.

- a) Units of common funds or UCITS licensed and complying with the UCITS directive domiciled in Finland or some other country belonging to the European Economic Area (so-called UCITS –funds).
- b) Units of common funds, Non-UCITS funds or UCITS funds regardless of domicile, provided that such fund is, according to the legislation of its domicile, subject to supervision that corresponds to EU legislation and is supervised by an authority belonging to the IOSCO multilateral memorandum of understanding or that the co-operation between the Finnish Financial Supervisory Authority and the local supervisory authority has been adequately ensured. Furthermore it is required

that the regulation regarding such Non-UCITS funds or UCITS offers protection of its unit holders that corresponds to the protection of unit holders of a mutual fund and a UCITS in accordance with the Mutual Fund Directive and that the regulation especially of keeping the assets separate, borrowing, lending and the uncovered conveyance of securities and money-market instruments corresponds to the requirements of the UCITS Directive;

- c) Finnish Non-UCITS and other UCITS than those mentioned in section 2.a above that have been licensed in a some other country belonging to the European Economic Area or units in common funds that have diversified their risk.;
- d) Common funds, Non-UCITS funds or UCITS funds other than those mentioned in sections 2.b and 2.c above, provided that the parties responsible for the administration and asset management of the funds are parties licensed in a country belonging to the European Economic Area that operate in accordance with such legislation and under the supervision of a commonly recognized local supervisory authority;
- e) Units of common funds, Non-UCITS funds or UCITS funds, provided that the parties responsible for the administration and asset management of the funds are parties licensed in a country in which the local supervisory authority belongs to the IOSCO multilateral memorandum of understanding or in which the co-operation between the Finnish Financial Supervisory Authority and the local supervisory authority has been adequately ensured that operate in accordance with the legislation of the said country and under the supervision of a commonly recognized local supervisory authority.

The assets of the Fund may only be invested in units of common funds, Non-UCITS funds or UCITS funds that charge a fixed annual management fee that is no more than 5 % of the value of the common fund, Non-UCITS fund or UCITS fund. The Fund may also invest in common funds and Non-UCITS funds managed by the Management Company, but in such cases the Fund is not charged the fixed management fee, performance fee nor the subscription or redemption fees. All units of common funds, Non-UCITS funds or UCITS funds held by the Fund may be subject to the performance fee of the Fund as well as the trading commission that the traded common fund, Non-UCITS fund or UCITS fund charges to cover the costs associated with buying and selling investments.

### **3. COMMON STOCKS**

0-100 % of the assets in the Fund may be invested in common stocks. 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 Management Company maintains a list of markets used by the Fund. The list may be obtained from the Management Company.

#### 4. DERIVATIVES

Based upon the investment analysis of the Fund, the asset management may be enhanced through assuming selected risk through investing in derivatives instead of direct investments. The Fund may also use derivatives in order to obtain the desired part of the risk- / return structure of the target asset.

As a rule, the derivative positions of the Fund are purchased options or futures and the risk of the position is monitored through comparing the maximum theoretical loss of the position to the value of the Fund. In selected cases the Fund may also sell derivatives, in which case the positions are as a rule covered short positions with a limited downside.

The Fund may issue no more than 25 % of the value of the Fund as collateral against derivatives-, repurchase-, borrowing- and credit contracts. The aggregate premiums of the purchased options may not exceed 20 % of the value of the Fund. When the Fund uses stock-derivatives, the investment level of the Fund is monitored through Delta. The Delta of the Fund may range from -50% to +150%. A Delta of 100 % is indicative of a situation where 100 % of the assets of the Fund are directly invested in common stocks.

The Fund may invest in standardized and non-standardized derivatives with the following underlying assets; common stocks, debt securities, convertible debt securities, indices, currencies, commodities, money-market instruments, units of common funds or UCITS funds or some other security that is 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 counterparty to a non-standardized derivatives contract may be a credit institution or an investment firm that is domiciled in a country belonging to the European Economic Area or in the United States, or an entity to which is applied and which is operated according to rules regarding stability of operations that correspond to European Community legislation.

The counterparty risk attributable to a non-standardized derivatives contract may not for one single counterparty exceed 20 % of the value of the Fund if the counterparty is a credit institution as described above in section 6, and 5 % of the value of the Fund in all other cases.

In order to enhance the efficient management of its assets, the Fund may enter into lending and repurchase agreements with respect to the securities and money-market instruments held by the Fund, provided that the contracts are cleared in a regulated clearing-house or a corresponding foreign institution. If the clearing takes place in some other forum, the counterparty must be a regulated securities dealer and the contract must be standardized and commonly recognized. The market-value of the loaned securities may not exceed 25 % of the value of the securities and money-market instruments held by the Fund. This limitation does not apply to lending contracts that may be terminated and that permit the immediate repossession of the underlying securities.

## 5. OTHER INSTRUMENTS

a) Securities that will be subjected to public trade in accordance with 69 § paragraph 1 part 1 of the Act no later than within one year of issuance, as stipulated in the issuance statutes, provided that trading will, with reasonable certainty, commence no later than within the said period. No more than 15 % of the assets of the Fund may be invested in such securities.

b) Assets of the Fund may be invested in deposits in credit institutions that have their domiciles in countries belonging to the European Economic Area or in Australia, Japan, Canada, New-Zeeland, 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.

c) No more than 15 % of the assets of the Fund may be invested in securities and money-market instruments other than securities and money-market instruments mentioned in sections 2, 3 and 5.a above.

The Fund must have cash reserves that are adequate for daily operations. The Management Company may, with the consent of the Finnish Financial Supervisory Authority, take a temporary loan for investment purposes, the amount of which may not exceed 10 % of the assets of the Fund.

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

The Management Company 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 Management Company may decide to issue different fund-unit series with different management fee structures. The board of directors of the Management Company 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 Management Company 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 Management Company 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 Management Company has been provided with adequate and sufficient information to identify the subscriber. The subscription is made by returning the subscription form to the Management Company 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 16.00 hours 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 Management Company 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 Management Company 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 number of fund-units (as specified in § 6) subscribed is calculated to an accuracy of one per cent (1/100) of one fund-unit, and any divisional residual shall be added to the fund capital. Each subscriber shall receive a subscription receipt by post and, 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 Management Company redeems the fund-unit and the Management Company 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 Management Company in connection with the redemption. Redemptions are carried out by returning the redemption form to the Management Company no later than the last banking day of the month proceeding 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 on the first banking day following 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.

Instead of the last banking day of the quarter, the first subscription day of the Fund is 31.10.2009. The Fund takes subscription forms and subscription payments on the said day as specified regarding subscriptions above.

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

The Management Company charges a subscription fee amounting to no more than 1 per cent 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 Management Company 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 simplified 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, e.g. common stocks, ETF's and derivatives, 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.

As to debt instruments without any official closing price, the standard quote provided by the most reliable provider of market data, as judged by the board of directors of the Management Company, shall be used.

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

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

The Funds investments in other funds shall be valued at market-value, which for this purpose shall be the last closing price of the fund-units of the fund, valued at the closing time of the Fund at 24.00 hours Finnish time. An estimate of the value of accrued rebate payments that the Fund is entitled to according to a valid contract shall be added to the value of the Fund, until the rebate payment has been duly paid to the Fund.

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 Management Company shall calculate the value of the fund-unit on each day that deposit banks as a rule are open in Finland. The Management Company 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 Management Company. The value of one fund-unit is the value of the Fund divided by the number of fund-units outstanding.

## **11 § The accounting period of the Fund and the Management Company**

The accounting period of the Fund and the Management Company is the calendar year.



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

The regular meeting of unitholders shall be held annually at the date set by the board of directors of the Management Company, however no later than by the end of April.

The extraordinary meeting of unitholders shall be held if the board of directors of the Management Company deems it necessary or at the written request of the auditor or of unitholders holding in aggregate at least one twentieth (1/20) of all outstanding fund-units.

At least the below matters shall be handled in the regular 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 presentation of the financial statements and the operating report of the Fund and the Management Company, as prepared by the general meeting;
6. the election of the representative of the unitholders as a member of the board of directors of the Management Company and the election of the auditor of the Management Company and his deputy, as stipulated in the by-laws of the Management Company;
7. the handling of the other matters specified in the summons to 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. 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 on an election, the tie is broken by lottery.

## **13 § The summons and registration to the meeting of unitholders**

The meeting of unitholder is summoned by the board of directors of the Management Company. The summons shall be sent by post to all unitholders to the address in the fund-unit register, no earlier than four weeks and no later than two weeks before the meeting. With the consent of the unitholder, the summons may be delivered by email or some other electronic form of communication.

In order to participate in the meeting of unitholders, the unitholder must register in the manner and no later than by the due date specified in the summons.

The unitholder does not have the right to exercise his rights in the meeting of the unitholders until his holding has been duly registered or until he has notified the Management Company of his acquisition and presented due documentation thereupon. The right to participate in, and the number of votes present at the meeting of unitholders, shall be determined as of the situation prevailing ten days before the meeting.

Other notices are delivered to unitholders registered in the fund-unit register in writing or, with the consent of the unitholder, by email or some other electronic form of communication.



#### **14 § The fund prospectus, the quarterly report and the annual report**

The fund prospectus, the simplified fund prospectus and the quarterly reports of the Fund, as well as the annual reports of the Fund and the Management Company shall be published as stipulated in the Act.

The quarterly report shall be published no later than two months as of the end of the auditing period and the annual reports of the Fund and the Management Company shall be published no later than three months as of the end of the accounting period. These documents shall be available from the Management Company at office hours.

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

The board of directors of the Management Company decides upon amendments to the by-laws of the Fund. Any amendments must be approved by the Finnish Financial Supervisory Authority. Amendments to the by-laws enter into force one month after the approval of the amendment by the Finnish Financial Supervisory Authority and after the unitholders have been notified of the amendment, unless otherwise stipulated by the Finnish Financial Supervisory Authority. 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.

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

The Management Company may, if it is in the interest of unitholders or for some other especially important cause, with the consent of the Finnish Financial Supervisory Authority, decide to discontinue the taking of subscriptions.

The Management Company may decide to temporarily discontinue the taking of redemptions 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.

#### **17 § The release of information**

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

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

As compensation for its services, the Management Company 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 Management Company 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 Management Company decides upon the exact size of the fixed management fee.

In addition to the fixed management fee, the Management Company shall, as compensation for its services, receive a performance fee that shall be no more than 10 % of the return of the Fund. 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. 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 Management Company decides upon the exact size of the performance fee.

As remuneration for its custodial services, the Management Company shall pay the Custodian a monthly fee in accordance with the custody agreement in force between the Management Company and the Custodian. The fee shall be no more than 0,15 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 Custodian each calendar month in arrears. The board of directors of the Management Company decides 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 simplified fund prospectus in force.

## **19 § Applicable law**

Finnish law shall be applied to the Fund and to the Management Company.