

FUND RULES FOR XACT NORDIC HIGH DIVIDEND LOW VOLATILITY (UCITS ETF)

§ 1

The fund's legal status

The fund's name is XACT Nordic High Dividend Low Volatility (UCITS ETF). The fund is a securities fund according to the Swedish Investment Funds Act (2004:46).

The fund consists of liquid assets and financial instruments provided to the fund by those investing in the fund and, thereby, are mutual shareholders in the fund. The fund may not acquire rights, assume liabilities, or lodge an appeal before a court of law or any other authority. Assets included in a fund may not be seized and fund unit holders are not held accountable for the liabilities of the fund. The Management Company represents the fund unit holders in questions regarding the fund, takes decisions regarding the assets included in the fund, and exercises those rights that arise from the fund. One fund unit is a right to as large of a share in a securities fund that is equivalent to the fund's net capital divided by the number of outstanding units.

The fund consists of the following share classes:

A) Accumulation (non-distribution) share class, traded in SEK (A1 SEK)

B) Distribution share class, traded in SEK (B1 SEK)

The fund consists of share classes, which means that the value of a fund unit in one share class may differ from the value from the value of a fund unit in another share class. The share classes differ with regard to distribution (refer further to § 12). The units within each share class are of equal size and result in equivalent rights to the assets included in the fund.

§ 2

Management Company

The fund is managed by Handelsbanken Fonder AB, with organisation registration number 556418-8851, referred below as the "Management Company".

§ 3

The Depositary and its duties

The fund's assets are held in the custody of J.P. Morgan SE - Stockholm bank branch, with organisation registration number 516406-1110, which serves as the Depositary. The Depositary will execute the decisions of the Management Company that are not in conflict with the Swedish Investment Funds Act or the rules of the fund. Further, the Depositary will receive and hold the assets included in the fund, as well as ensure that:

1. the sale and redemption of units occur according to the law and fund rules,
2. the value of the fund units are estimated according to the law and fund rules,
3. the assets in the fund reach the Depositary without delay, and
4. the assets in the fund are utilized according to the law and fund rules.

§ 4

The fund's character

The fund is an index fund that follows the Handelsbanken Nordic High Dividend Low Volatility Criteria Index (SEK) to generate returns over the long term that correspond as closely as possible to the returns of the index.

The book-entry of the unit holders register is maintained by Euroclear Sweden AB (Euroclear) in accordance with the Securities Depositories and Financial Instruments Accounts Act (1998:1479).

§ 5

The fund's investment focus

The fund's assets may be invested:

- in transferable securities,
- in money market instruments,
- in derivative instruments,
- in fund units (to a total maximum of 10% of the fund capital), and
- in an account at a credit institution.

Fund investments shall follow the performance of the Handelsbanken Nordic High Dividend Low Volatility Criteria Index (SEK) and thereby attain a value growth that largely corresponds to the performance of this index. A detailed description of the index is provided below in § 7.

Underlying assets to derivative instruments may consist of or be related to

- such assets as referred to in Chapter 5, § 1, second paragraph, first sentence in the Swedish Investment Funds Act,
- financial indices,
- rates of interest,
- exchange rates or
- foreign currencies.

§ 6

Markets

The fund's purchase and sale of fund units takes place directly from each respective fund management company, trustee company, collective investment undertakings or AIF manager. The purchase and sale of other financial instruments and exchange-traded funds (so-called ETFs) may occur in a regulated market or equivalent market outside EEA, other markets within or outside the EEA, that are regulated and open to the general public, as well as on MTFs or similar market places.

§ 7

Specific investment focus

Fund assets may be invested in such transferable securities and money market instruments as stated in Chapter 5, § 5 of the Swedish Investment Funds Act.

The fund may invest in derivative instruments as part of the fund's investment focus.

The fund may use such derivative instruments as stated in Chapter 5, § 12, second paragraph of the Swedish Investment Funds Act (so-called OTC derivatives).

The fund is an index fund in accordance with Chapter 5, § 7 of the Swedish Investment Funds Act (2004:46). Handelsbanken Nordic High Dividend Low Volatility Criteria Index (SEK) consists of equities in Nordic companies, excluding those companies that do not fulfil the sustainability requirements of the index, that are selected based on historical dividend yields, the risk of the equities (measured as the historic volatility) and liquidity (measured as historical turnover in the equities). Companies included in the index are those whose shares report high dividend yields, low volatility and sufficient liquidity in relation to the market to which the index pertains. An individual company's weighting in the index is determined based on a mix of these parameters. The sustainability requirements mean that companies involved in verified violations of international norms as well as companies operating within controversial sectors may not be included in the index. The composition of the index is normally adjusted bi-annually with regard to the transferable securities included as well as the percentage of the index. The selection criteria and other adjustments to the composition of the index are governed by the Handelsbanken Nordic High Dividend Low Volatility Criteria Index (SEK) Methodology. Further information about the index is available in the prospectus.

The fund may use such techniques and instruments to create leverage in the fund as stated in Chapter 25, § 21 of the Swedish Financial Supervisory Authority's regulations (FFFS 2013:9) regarding securities funds.

§ 8

Valuation

The fund's value is calculated by deducting the fund's liabilities from its assets.

The fund's assets include financial instruments, liquid assets including short-term investments on the money market, and other assets in possession of the fund.

Financial instruments that are included in the fund are valued at the applicable market value. Market prices are preferably used. If such prices are not available or if the prices are deemed by the Management Company as misleading, the financial instruments will be valued according to those objective principles decided by the Management Company. The valuation on objective principles establishes a market value based on information for the most recent price paid or the indicative bid price from market makers, if such have been designated by the issuer. If this information is not available or is deemed to be unreliable, the market value is set using information from counterparties or other external sources. Liquid assets and current receivables (investments in an account at a credit institution, short-term investments on the money market, as well as cash settlements for securities sold) are valued at the amount whereby they are expected to be received.

Transferable securities and money market instruments as referenced in Chapter 5, § 5 of the Swedish Investment Funds Act will be valued on a market value established on objective principles based on information for the most recent price paid or the indicative bid price from market makers, if such have been designated by the issuer. If this information is not available or is deemed to be unreliable, the market value is set with the assistance of an independent broker or other independent external sources.

If the market price at the valuation of OTC derivatives cannot be set in accordance with the aforementioned alternatives or appears to be unreliable, the market value will be set based on generally-accepted valuation models, such as Black & Scholes.

In addition to liabilities arising as a result of the fund's operations, fund liabilities include future tax debt and management fees.

The value of one fund unit is the fund's value divided by the number of outstanding fund units. However, given that the fund consists of share classes, the value of a fund unit will be determined in consideration of the conditions associated with each share class. The value of a fund unit in a share class within the fund consists of the value of the share class divided by the number of outstanding units in the share class in question.

§ 9

Subscription and redemption of fund units

Trading in fund units on the market place – secondary market

The subscription and redemption of fund units can be conducted on the market places where the fund units are admitted to trading.

The subscription and redemption can occur with a minimum of one (1) whole fund unit. No subscription or redemption fees are charged for the purchase and sale of fund units; however, a brokerage commission is charged where appropriate. Fund units are traded at the applicable market price, which can deviate from the fund's net asset value. The Management Company has an agreement with a minimum of one independent market maker who provides a fully functioning secondary market in the fund units.

The Management Company does not act as a broker on any market place in which the fund units are traded. The Management Company is in no way responsible for the transactions that occur in fund units.

Trading of fund units through the Management Company – primary market

The subscription of new units and redemption of outstanding fund units may occur every banking day at the Management Company.

Notification of the subscription or redemption of a fund unit must be made to the Management Company via telephone, fax, or the Internet in accordance with the rules and guidelines available from the Management Company. The fund unit price will be set at the closing price on the day the request has been received by the Management Company. Banking day refers to a day that is not Saturday, Sunday or another holiday and when the banks in Sweden are generally open to the public.

However, the fund is not open for subscription and redemption on those banking days where valuation of the fund's assets is unable to be conducted in such a manner that ensures that the rights of the fund unit holders are treated equally, e.g., as a result of the total or partial closure of one or several markets in which the fund conducts trading.

The Management Company normally calculates the fund net asset value each banking day. The Management Company does not calculate the net asset value if the fund is closed for subscription and redemption with regard to the conditions stated in these fund rules and in § 10. When a request for subscription or redemption is received on a day in which the fund is closed for subscription and redemption, the fund net asset value is normally set on the following banking day. This means that the subscription and redemption occur on an occasion when the request for subscription or redemption is at an unknown fund unit price for the fund unit holder.

The fund only sells fund units in blocks of a certain number of whole units or in multiples thereof. The fund redeems fund units either in blocks of a certain number of whole units or in multiples thereof; alternatively, in portions of a block. The Management Company periodically determines the applicable size of the block. Information about the current size of the block is available on the Management Company's website or directly from the Management Company upon request.

The redemption occurs when the units are entered into the Management Company's assigned securities account in accordance with the rules and instructions that can be obtained from the Management Company. At the time of the redemption, a set composition of assets (financial instruments and a cash amount), i.e., the Redemption portfolio composition, which corresponds to the value of the fund's assets and liabilities at a specific time, will be transferred by the Management Company to the fund unit holder's custody account within three banking days. The Redemption portfolio composition is determined and notification is made by the Management Company before each new banking day.

The subscription and redemption of units at the Management Company may also occur against cash on the primary market.

The subscription occurs when a buyer transfers a cash amount, corresponding to the value of the fund's assets and liabilities at a specific time. The cash amount must be booked in the bank account provided by the Management Company in accordance with the rules and instructions that can be obtained from the Management Company. The redemption occurs when the units are entered into the securities account provided by the Management Company in accordance with the rules and instructions that can be obtained from the Management Company. The incoming liquid assets will be transferred to the fund unit holder's custody account within three banking days.

Information about the latest set price for a fund unit can be obtained every banking day at the Management Company or every day via the Management Company's website on the Internet.

A subscription or redemption request may only be revoked if the Management Company so permits.

§ 10

Exceptional circumstances

The fund may be closed for the subscription and redemption of fund units in the event exceptional circumstances have occurred, whereby the value of the fund's assets cannot be calculated in such a way as to guarantee the equal treatment of the fund unit holders.

§ 11

Fees and remuneration

The Management Company does not charge any subscription or redemption fees when the funds are traded on the stock exchange. A maximum fee of 1 percent of the fund's net asset value, with a minimum fee of SEK 30 000 will be charged for the subscription and redemption of units. A maximum fee of 2 percent will be charged for subscription and redemption against cash. A maximum fee of 2 percent (with a minimum fee of SEK 300) will be charged for the redemption on the primary market when the number of units do not total a full block. All of the fees are allocated to the Management Company.

Fees are payable to the Management Company from fund assets for fund management, marketing, and administration of the fund. The fees are calculated daily based on the fund's value and may not exceed 0.3 percent annually. The fees include costs for custody, supervision, and auditing.

Expenses for brokerage fees, taxes, etc. for the purchase and sale of financial instruments are paid from the fund.

Applicable value-added tax will be added to the fees stated above on each occasion.

§ 12

Distribution

A) Accumulation (non-distribution) share class, traded in SEK (A1 SEK)

The share class does not distribute dividends.

B) Distribution share class, traded in SEK (B1 SEK)

The share class distributes dividends. The Management Company determines the amount of the distribution to be paid to fund unit holders in the distribution share classes on an annual basis. Distributions are calculated based on the distribution share class's proportion of the fund's value. The basis for the distribution is the return (such as dividends, interest income, changes in value) on fund assets or another distributable amount. The distribution may be set at a higher or lower amount than the fund's returns in those cases where the Management Company deems it to be in the best interest of the unit holders. Refer to the prospectus for further information about the objectives with regard to the size of the distribution. Distributions are made between the months of March and May each year. The Management Company may make the decision for an extraordinary dividend during the year if it is deemed to be in the best interest of the unit holders. Dividends are paid to the fund unit holders who are registered for distribution fund units as of the record date decided by the Management Company.

The distribution impacts the relationship between the value of accumulation (non-distribution) units and the value of the distribution units, with the value of the distribution units decreasing in relation to the size of the distribution.

§ 13

Financial year

The financial year for the Management Company and the fund is the calendar year.

§ 14

Semi-annual review and annual report, amendments to fund rules

The Management Company must submit an annual report about the fund within four months of the end of the financial year. The annual report will be sent to the Financial Supervisory Authority and will be sent free-of-charge to all fund unit holders who have requested its receipt. In addition, the annual report will be made available at the Management Company and Custodian Institution.

The Management Company must submit a semi-annual review of the fund's first six months within two months of the end of the mid-year. The semi-annual review will be sent to the Financial Supervisory

Authority and will be sent free-of-charge to all fund unit holders who have requested its receipt. In addition, the semi-annual review will be made available at the Management Company and Custodian Institution.

Should the Management Company's Board of Directors decide to make an amendment to the rules of the fund, the decision will be submitted to the Financial Supervisory Authority for its approval. The Management Company will make the amendment public in the upcoming annual report or semi-annual review and in any other manner the Financial Supervisory Authority decides. The amendment must also be made available at the Management Company and Custodian Institution.

§ 15

Pledge of fund units

If the fund unit holder mortgages fund units in his possession, the fund unit holder (mortgagor) and/or the mortgagee must notify the unit holder's custodian in those cases in which fund units are held in trust. Euroclear shall be notified of a pledge of fund units for those fund units registered directly at Euroclear. The notification must include the following information:

1. the name of the fund unit holder/mortgagor,
2. the name of the mortgagee,
3. the number of fund units and which share classes are included in the scope of the pledge, and
4. any limitations in the scope of the pledge.

The mortgagor must sign the notification.

§ 16

Liability limitations

In accordance with Chapter 2, § 21 of the Swedish Investment Funds Act, the Management Company shall compensate a loss if the Management Company violates the Swedish Investment Funds Act or fund rules, resulting in a loss for the fund unit holder.

If the Custodian Institution or the institution that holds the financial instruments in custody on behalf of the Custodian Institution have lost financial instruments, the institution shall return financial instruments of the same type or pay an amount of equivalent value to the Management Company on behalf of the securities fund without undue delay pursuant to the Swedish Investment Funds Act, Chapter 3, § 14. The Custodian Institution is not liable for compensation pursuant to the above if the institution can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

If the fund unit holder incurs damages by the Custodian Institution or a subcontractor other than those stated in the previous paragraph that intentionally or through negligence violates the law or other statutes that regulate the business operations, the institution shall compensate for damages in accordance with Chapter 3, § 15 of the Swedish Investment Funds Act. In accordance with Chapter 3, § 16 of the Swedish Investment Funds Act, a service contract regarding the custody of assets and control of ownership pursuant to Chapter 3, § 6 of the Swedish Investment Funds Act does not absolve the Custodian Institution from its liability for losses and other damages in accordance with the Swedish Investment Funds Act. This is also applicable even if the service contractor subcontracts the assignment to another contractor in accordance with the Swedish Investment Funds Act.

While respecting the provisions in Chapter 2, § 21 and Chapter 3, §§ 14-16 in the Swedish Investment Funds Act, the following is applicable:

With regard to all of the incoming measures taken by the Custodian Institution and the Management Company, they will not be liable for damages due to Swedish or foreign statutes, measures taken by Swedish or foreign authorities, event of war, strike, blockade, boycott, lockout or other similar circumstances. The reservation concerning strike, blockade, boycott, and lockout even apply if the Custodian Institution and/or the Management Company themselves are subject to or take such conflict measures.

Other damages sustained by the fund unit holder shall not be compensated by the Custodian Institution and/or Management Company unless the Custodian Institution and/or Management Company wilfully or

negligently caused such damages. The Custodian Institution and/or Management Company shall not be liable in any circumstance for indirect damages.

The Custodian Institution/Management Company shall not be liable for damages resulting from a Swedish or foreign stock market or other market place, depository bank, central securities depository or other processor, clearinghouse, or other parties that provide comparable services. Nor shall the Custodian/Management Company be liable for damages resulting from a contractor retained with due diligence or, with regard to the Custodian Institution, that has been assigned by the Management Company. The aforementioned also applies to damages resulting from the insolvency of the organisations or contractors mentioned.

The Custodian Institution is not liable for damages to the Management Company or fund unit holders in the fund that may arise as a consequence of restrictions on the right of disposition of securities that may be applied against the Custodian Institution.

If obstacles exist that prevent the Custodian Institution and/or Management Company from effecting payments or taking other measures due to the circumstances mentioned in the fifth paragraph, the measures may be postponed until the obstacles have ceased. In the event of deferred payments, the Custodian Institution/Management Company shall pay interest, if interest is promised, in accordance with the interest rate applicable on the due date. If interest is not promised, the Custodian Institution or the Management Company is not obliged to pay interest at a higher rate of interest than that which is equivalent to the applicable reference rate set by the Swedish Riksbank pursuant to § 9 of the Interest Act (1975:635), supplemented by two percentage points for each occurrence.

If the Custodian Institution and/or the Management Company, as a result of the circumstances stated in the fifth paragraph, is prevented from accepting payment, the Custodian Institution and/or the Management Company has the right to interest according to those conditions that applied on the due date for that period during which the obstacle existed.

§ 17

Permitted investors, etc.

The fund targets the public with the following limitations. The fund does not target such investors whose subscription or fund unit holdings result in or present a risk for (i) violation of Swedish or foreign law or other regulations, (ii) the fund or the Management Company being subject to registration obligations or other measures that the fund or the Management Company would not otherwise be obliged to undertake, or (iii) the fund being subject to substantial costs that are not in the interest of the unit holders. The fund does not target physical persons residing in the U.S. or legal persons headquartered in the U.S. or other U.S. Persons (such as a U.S. Person as defined in the U.S. Regulation S of the Securities Act of 1933, in the version applicable at the relevant time). In the event the Management Company determines that an investor is not permitted to subscribe to or hold units in the fund in accordance with the limitations stated in this paragraph, the Management Company may refuse the subscription of units as well as redeem units without prior consent on behalf of the investor. Refer to the fund's Prospectus for additional information regarding permitted investors.

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