

Prospectus for SKAGEN Focus Verdipapirfond, org.nr 915 294 294 (established 26 May 2015)

1. SKAGEN AS

1.1 Legal matters

SKAGEN AS (SKAGEN) was founded on 15.09.1993 and is registered in the Register of Business Enterprises with org. no. 867 462 732. On 19.11.1993 the company was authorised by the Financial Supervisory Authority of Norway to manage securities funds. The company manages the following different fund categories; equity funds, fixed income funds and balanced funds. The funds are managed according to different mandates within their respective categories. For more information about which funds are managed by the company, please refer to our homepage www.skagenfunds.com or contact the company directly. The company's share capital is NOK 6.329.200. The company's registered office address is P.O. Box 160, 4001 Stavanger. The company is authorised to market SKAGEN Focus in Norway, Sweden, Denmark, Finland, the Netherlands, Luxembourg, Iceland, the UK, Belgium, Ireland, Germany, the Faroe Islands and France.

Changes in the marketing of the Fund or the termination of the marketing of the Fund in the above mentioned markets may not be carried out until SKAGEN has provided written notification to the financial authorities in the relevant host countries. Unit holders will be informed via our web pages.

1.2 Ownership

The company is 100 percent owned by Storebrand Asset Management AS.

1.3 Board of Directors

Elected by the shareholders:

Jan Erik Saugestad, Chairperson
Viveka Ekberg
Kristian Falnes
Tove Selnes

Elected by the unit holders:

Per Gustav Blom
Karen-Elisabeth Ohm Heskja

Deputy members elected by the shareholders:

Leiv Askvig
Camilla Brustad-Nilsen

Deputy member elected by the unit holders:

Hilde Hukkelberg

Observer elected by the employees:

Anne Sofie Størseth

Deputy member elected by the employees:

Michel Ommeganck

Total fees to directors were NOK 1.550.000 in 2021.

1.4 Managing director

Timothy C Warrington

The Managing director receives a fixed salary of NOK 2.500.000 and in addition, a performance based bonus.

1.5 Remuneration scheme

The company has a remuneration scheme which is established in accordance with the management company's and the funds' strategies, overall objectives, risk tolerance and long-term interests. Central to the company's remuneration scheme is a profit sharing with employees. More information about the remuneration scheme can be found on the company's web site. The information can be sent free of charge on request.

2. Articles of Association for the fund SKAGEN Focus

§ 1 Name of the securities fund and the management company

The securities fund SKAGEN Focus is managed by the management company SKAGEN AS (hereinafter referred to as 'SKAGEN'). The Fund is authorized in Norway and regulated by the Financial Supervisory Authority of Norway (Finanstilsynet).

The Fund is regulated by the Norwegian Act No 44 of 25 November 2011 on securities funds (hereinafter referred to as 'the Norwegian Securities Funds Act').

§ 2 UCITS fund

The Fund is a UCITS fund which complies with the investment rules of Chapter 6 of the Norwegian Securities Funds Act and the regulations on subscription and redemption in § 4-9 (1) and 4-12 (1).

§ 3 Rules for the investment of the securities fund's assets

3.1 The Fund's investment area and risk profile

The Fund is an equity fund which shall primarily invests in shares issued by companies worldwide. Details of the Fund's investment mandate are given in the prospectus. The Fund is normally characterized by a relatively high fluctuation risk (volatility). The risk profile is set out in detail in the Fund's Key Investor Information Document.

3.2 General information about the investment area

The Fund's assets may be invested in the following financial instruments and/or credit institutions:

transferable securities	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
securities fund units	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
money market instruments	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
derivatives	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
deposits with credit institutions	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no

Regardless of the investment options in this section, the Fund may hold liquid assets.

The Fund's investments in securities fund units shall, together with its other investments, shall be in accordance with these Articles of Association.

Investment in other securities funds constitutes not more than 10% of the Fund's assets: yes no

Investment in non-UCITS securities funds meets the conditions of § 6-2 (2) of the Norwegian Securities Funds Act and does not, overall, constitute more than 30% of the Fund's assets: yes no

Securities funds in which investment is placed may themselves invest a maximum of 10% of the Fund's assets in securities fund units: yes no

The Fund's assets may be invested in money market instruments normally traded on the money market, which are liquid and can be valued at any time: yes no

The Fund may use the following derivative instruments; options, futures and swaps. The basis for the derivatives shall be financial instruments as mentioned above in Section 3.2 first paragraph, indices with financial instruments as defined in Section 3.2 first paragraph or interest rates, currencies or exchange rates.

Expected risk and expected return of the Fund's underlying securities portfolio shall be reduced as a result of the derivative investments.

3.3 Liquidity requirement

The Fund's assets may be invested in financial instruments which:

- are admitted to official exchange listing or traded on a regulated market in an EEA Member State, including a Norwegian regulated market as defined in Article 4 (1) (14) of Directive 2004/39/EC and § 3 (1) of the Norwegian Stock Exchange Act. yes no
- are traded on another regulated market which operates regularly and is open to the public in a state which is party to the EEA Agreement. yes no

3. are admitted to official listing on a stock exchange in a country outside the EEA or which are traded in such a country on another regulated market which operates regularly and is open to the public.
 yes no

Stock exchanges and regulated markets worldwide are eligible.

4. are newly issued, if the issue is conditional upon an application being made for admission to trading on a stock exchange or market as ticked in items 1 to 3 above. Admission to trading shall take place within one year of the expiry of the subscription period.
 yes no

The Fund's assets may be invested in money market instruments which are traded on another market to those specified in items 1 to 3 above, if the issuer of the instruments is regulated in order to protect investors and savings and the instrument is subject to the Norwegian Securities Fund Act § 6-5 (2).

Up to 10% of the Fund's assets may be invested in financial instruments other than those mentioned in this section.

3.4 Investment restrictions – the Fund's assets

The Fund's portfolio of financial instruments shall be of a composition which provides a suitable spread of the risk of loss.

The Fund's investments shall at all times comply with investment restrictions of the Norwegian Securities Funds Act § 6-6 and § 6-7.

3.5 Investment restrictions – ownership interest with issuer

The Fund's investments shall at all times comply with investment restrictions of the Norwegian Securities Funds Act § 6-9.

3.6 Lending

The Fund may lend financial instruments in accordance with the Norwegian Securities Funds Act § 6-11.

All income from lending shall accrue to the Fund.

§ 4 Capital gains and dividends

Capital gains shall be reinvested in the Fund.

Dividends are not distributed to unit holders.

The management company's Board of Directors may allow capital gains of the Fund's bonds to be distributed to unit holders.

The management company's Board of Directors may provide that dividend and/or interest income shall be distributed to unit holders.

§ 5 Costs

The management fee is the management company's compensation for managing the fund. The basis for the calculation of the management fee shall be the fund's current value. When calculating the fund's value (total net assets), the basis shall be the market value of the portfolio of financial instruments, the value of the fund's liquid assets and other receivables, the value of accrued income not yet due (if applicable) and the value of any loss carry forwards less debt and accrued costs not due, including latent tax liabilities.

Apart from the management fee, the following costs may also be covered by the fund:

1. transaction costs for the fund's investments,
2. payment of any taxes imposed on the fund,
3. interest on borrowings as referred to in Section 6-10 of the Norwegian Securities Funds Act, and
4. extraordinary costs necessary to protect the interests of unit holders, cf. Section 4-6 (2) of the Norwegian Securities Funds Act.

The management fee shall be divided equally among all units in a particular unit class of the fund. The amount of the management fee is stated in § 7 of the Articles of Association.

The management company may invest the fund's assets in other funds that charge a maximum management fee of 5% per annum. The management fee charged to the other funds will be additional to SKAGEN's management fee.

Any retrocession received by SKAGEN from a management company or the like for another fund shall accrue to the fund in its entirety.

§ 6 Subscription and redemption of units

The Fund is normally open for subscription 5 days a week.

The Fund is normally open for redemption 5 days a week.

A subscription fee of up to 1% of the subscription amount may be charged for subscription of units.

The Board of SKAGEN may decide that the costs shall increase by up to 10% of the subscription amount. The difference between 1% and the adopted increased subscription fee of up to 10% shall accrue to the Fund. The Board may set an increased subscription fee for a certain period with the possibility of extension or shortening by board resolution.

A redemption fee of up to 0.3% of the redemption amount may be charged for the redemption of units.

SKAGEN may use swing pricing. Please refer to the prospectus for further details.

§ 7 Unit classes

The fund's portfolio of assets shall be divided into the following unit classes:

Unit class	Management fee
Focus A	A 1.6% fixed management fee adjusted for a performance fee.
Focus B	An up to 1.3% fixed management fee adjusted for a performance fee.
Focus C	A 1% fixed management fee adjusted for a performance fee.
Focus D	A 1.6% fixed management fee. In addition, there shall be a performance fee.

Unit class Focus A

The management company may charge the unit class a fixed management fee.

The management fee shall constitute 1.6 per cent per annum.

The fixed management fee is calculated daily and charged quarterly.

The total fixed management fee in the Fund and any sub-funds may not exceed 3.7 per cent per annum in unit class A.

In addition, the management company may charge the unit class a performance fee.

The fixed management fee shall be subtracted from the unit value before calculating the performance fee.

The performance fee shall be calculated daily and charged annually.

If there is a better value development of the net asset value per unit expressed as a percentage than that achieved by the MSCI All Country World Daily Total Return Net USD, measured in Norwegian kroner (NOK) from the preceding day, the management company will charge a 10 percent fee of this difference in its favour.

A performance fee may be charged even if the units of the unit class have declined in value.

The total management fee may not exceed 3.2 per cent of the daily calculated average annual assets under management.

If there is a poorer value development of the net asset value per unit expressed as a percentage than that achieved by the MSCI All Country World Daily Total Return Net USD, measured in Norwegian kroner (NOK), the management company will subtract a 10 per cent fee of this difference from the management fee.

The total management fee may not fall below 0.8 per cent of the daily calculated average of the annual assets under management in the unit class. If the calculated management fee is lower than 0.8 per cent, the difference will not be included in the unit value but be carried over to the following day. This means that the management company will have to recover the loss in value from the preceding day before any performance fee can be included in the calculation of the unit value.

The calculation period will run from the start of the year even if the unit was purchased during the calendar year.

The daily calculation of the performance fee per unit is affected by unit subscriptions and redemptions. Performance fees may therefore be charged even if the development in the value of the unit class has been negative in relation to the benchmark and will similarly not be charged if the value of the unit class has been positive in relation to the benchmark.

Unit class Focus B

Unit Class B is open to investors who invest through distributors who, under their agreements with the management company, do not receive payment from the management company.

The management company may charge the unit class a fixed management fee.

The management fee shall not exceed 1.3 per cent per annum.

The fixed management fee is calculated daily and charged quarterly.

The total fixed management fee in the Fund and any sub-funds may not exceed 3.4 per cent per annum in unit class B.

In addition, the management company may charge the unit class a performance fee.

The fixed management fee shall be subtracted from the unit value before calculating the performance fee.

The performance fee shall be calculated daily and charged annually.

If there is a better value development of the net asset value per unit expressed as a percentage than that achieved by the MSCI All Country World Daily Total Return Net USD, measured in Norwegian kroner (NOK) from the preceding day, the management company will charge a 10 percent fee of this difference in its favour.

A performance fee may be charged even if the units of the unit class have declined in value.

The total management fee may not exceed 2.9 per cent of the daily calculated average annual assets under management in the unit class.

If there is a poorer value development of the net asset value per unit expressed as a percentage than that achieved by the MSCI All Country World Daily Total Return Net USD, measured in Norwegian kroner (NOK), the management company will subtract a 10 per cent fee of this difference from the management fee.

The total management fee may not fall below 0.5 per cent of the daily calculated average annual assets under management.

If the calculated management fee is lower than 0.5 per cent, the difference will not be included in the unit value but be carried over to the following day. This means that the management company will have to recover the loss in value from the preceding day before any performance fee can be included in the calculation of the unit value.

The calculation period will run from the start of the year even if the unit was purchased during the calendar year.

The daily calculation of the performance fee per unit is affected by unit subscriptions and redemptions. Performance fees may therefore be charged even if the development in the value of the unit class has been negative in relation to the benchmark and will similarly not be charged if the value of the unit class has been positive in relation to the benchmark.

If unit holders do not meet the criteria for investment in the B-unit class, their unit value may be transferred by the management company to the A-unit class.

Unit class Focus C

Unit class C is open to investors who have units in the fund (excluding unit class B) at a cost price of at least 50 000 000 Norwegian kroner, and who do not qualify for distribution remuneration or other remuneration from SKAGEN.

The management company may charge the unit class a fixed management fee.

The fixed management fee shall be 1.0% per annum.

The fixed management fee is calculated daily and charged quarterly.

The total fixed management fee in the Fund and any sub-funds may not exceed 3.7 per cent per annum in unit class C.

In addition, the management company may charge the unit class a performance fee.

The fixed management fee shall be subtracted from the unit value before calculating the performance fee.

The performance fee shall be calculated daily and charged annually.

If there is a better value development of the net asset value per unit expressed as a percentage than that achieved by the MSCI All Country World Daily Total Return Net USD, measured in Norwegian kroner (NOK) from the preceding day, the management company will charge a 10 percent fee of this difference in its favour.

A performance fee may be charged even if the units of the unit class have declined in value.

The total management fee in unit class C may not exceed 3.2 per cent of the daily calculated average annual assets under management.

If there is a poorer value development of the net asset value per unit expressed as a percentage than that achieved by the MSCI All Country World Daily Total Return Net USD, measured in Norwegian kroner (NOK), the management company will subtract a 10 per cent fee of this difference from the management fee.

The total management fee may not fall below 0.8 per cent of the daily calculated average annual assets under management.

If the calculated management fee is lower than 0.8 per cent, the difference will not be included in the unit value but be carried over to the following day. This means that the management company will have to recover the loss in value from the preceding day before any performance fee can be included in the calculation of the unit value.

The calculation period will run from the start of the year even if the unit was purchased during the calendar year.

The daily calculation of the performance fee per unit is affected by unit subscriptions and redemptions. Performance fees may therefore be charged even if the development in the value of the unit class has been negative in relation to the benchmark and will similarly not be charged if the value of the unit class has been positive in relation to the benchmark.

If the unit holder does not meet the criteria for investment in the C-unit class, their unit value may be transferred by the management company to another unit class. The management company may also move the units in the event that the unit holder's assets under management in the fund (excluding unit class B) amount to less than 50 000 000 Norwegian kroner.

Unit class Focus D

The management company may charge the unit class a fixed management fee.

The management fee shall constitute 1.6 per cent per annum.

The fixed management fee is calculated daily and charged quarterly.

The total fixed management fee in the Fund and any sub-funds may not exceed 3.7 per cent per annum in unit class D.

In addition, the management company may charge the unit class a performance fee.

The fixed management fee shall be subtracted from the unit value before calculating the performance fee.

The performance fee shall be calculated daily and charged annually.

If there is a better value development of the net asset value per unit expressed as a percentage than that achieved by the MSCI All Country World Daily Total Return Net USD, measured in Norwegian kroner (NOK) from the preceding day, the management company will charge a 10 percent fee of this difference in its favour.

The performance fee is charged/settled annually on 31 December. The performance fee is only charged/settled if the accumulated relative value development between the unit class and the MSCI World Daily Total Return Net \$, as measured in Norwegian kroner, from the time of the previous charge/settlement up to 31 December is greater than zero (relative high-water mark). The calculation period for the performance fee is from the previous charge/settlement to the end of the year if the criteria for charging/settling the fee are fulfilled. This means that a unit holder who subscribes units during a period when the accumulated relative value development is less than zero, may avoid being charged a performance fee even though his units have had a better value development than the MSCI World Daily Total Return Net \$, as measured in Norwegian kroner.

A performance fee may be charged even if the units of the unit class have declined in value.

The total management fee may not exceed 3.2 per cent of the daily calculated average annual assets under management.

The daily calculation of the performance fee per unit is affected by subscriptions and redemptions of units. Performance fee may therefore be charged even if the development in the value of the unit class has been negative in relation to the benchmark, and may similarly not be charged if the value of the unit class has been positive in relation to the benchmark.

3. Tax issues

The information given below is not intended as tax advice, but merely provides information on the basic tax rules for the Fund and the unit holders who are

liable to tax in Germany. Please contact your local tax consultant for further information.

The Fund:

The Fund is exempt from tax on profits and is not entitled to deduct losses from the disposal of units. Dividends from, and profits on, investments that fall under the exemption method are also tax-free. However, three per cent of the tax-free dividends must be considered as taxable for the Fund. The Fund may be liable to pay tax on dividends from foreign companies. The Fund is exempt from capital tax. Net capital gains, foreign exchange gains and gains on interest-bearing securities are taxed at 22%.

The Fund does not distribute dividends.

Investors liable to taxation in Germany

Taxation of fund units for private investors

The taxable income of the investment fund is taxable for the individual investor as capital income; a private saving's allowance of EUR 801 p.a. (EUR 1,602 for spouses with joint assessment) applies.

Taxation at fund unit holder's level is due for the investment income:

- distributions of the fund;
- advance lump sum
Advance lump sum is the amount by which the distributions of an investment fund within a calendar year fall below the basic income for that calendar year. Basic income is calculated by multiplying the redemption price for the investment share at the start of the calendar year by 70% of a base rate. That base rate is derived from the return of public bonds with long duration. Basic income is limited to the excess of the last redemption price for the calendar year over the first redemption price for the calendar year plus the distributions during the calendar year. The advance lump sum is deemed to have accrued on the first working day of the following calendar year.
- capital gain on the fund units in case of redemption or disposal of the fund units.
(The already taxed advance lump sums during the holding period can be deducted from the capital gain).

The tax rate is basically set at a flat rate of 25% and 5.5% solidarity surcharge, thereof (=26, 375%). If the unit holder is liable to church tax, church tax will also additionally apply.

Qualification as an equity fund (Sec. 2 para. 6 and 8 German Investment Tax Act 2018). Equity funds are investment funds that, pursuant to their investment terms and conditions, continuously invest a minimum of 51 percent of fund assets in equity investments. The fund qualifies as "Equity Fund" in the meaning of Sec. 2 para. 6 and 8 German Investment Tax Act (2018) and therefore 30% of the investment income is tax exempt. These conditions are observed in the factual asset management and the daily equity participation can be provided upon request. For more information, please refer to www.skagenfunds.de

Tax is levied through withholding tax on the investment income in case the fund units are under custody by a German-resident custodian. In case the fund unit holder's personal income tax rate is inferior to the a.m. rate, such lower rate will be applied upon his application in his annual tax declaration

Taxation of fund units held as business assets or held by corporate investors

For investors subject to income tax who hold their units as business assets or corporate investors, the aforementioned distribution and advanced lump sum is subject to WHT as described above. The tax exemption for 30% of the investment income is also applying for WHT purposes, if the investment fund is qualifying as "Equity Fund" in the meaning of Sec. 2 para. 6 and 8 German Investment Tax Act.

WHT will – under certain circumstances – not be levied on the capital gain on the investment units. However, the taxation will apply in the annual tax assessment in this case.

The investment income is taxed eventually in the tax assessment under credit of the levied WHT

- with the individual tax rate (and applicable individual solidarity surcharge rate) if the fund units are held as business assets,
- with the corporate tax rate of 15% (plus 5,5 % solidarity surcharge thereof) if the fund units are held by corporate investors.

The fund qualifies as "Equity Fund" according to Sec. 2 para. 6 and 8 German Investment Tax Act (2018) and therefore the partial tax exemption of the investment income is increased to 60% at the investor's tax assessment for fund units are held as business assets and 80% for fund units held by corporate investors.

4. Derivatives

In accordance with § 3 3.2 of the Articles of Association, the Fund shall have the possibility of using derivatives, the purpose of which shall be the reduction of risk. Currently, the Fund does not use any derivatives.

5. Benchmark index

The Fund's benchmark is MSCI All Country World Daily Total return Net \$, measured in NOK. The benchmark is adjusted for dividends.

The Fund's benchmark is provided by MSCI Limited, an administrator approved by and registered with ESMA in accordance with the Benchmark Regulation.

SKAGEN has developed a plan in case the benchmark ceases to exist or is materially changed, and has identified one or more relevant back-up benchmarks which can re-place the current index. A change of benchmark requires amendment of the fund's Articles of Association and will follow the procedures laid out in the Securities Funds Act and Regulation, including approval from the unit holders and the Financial Supervisory Authority of Norway.

6. Objectives and investment strategy

The Fund's objective is to provide unit holders with the best possible long-term risk adjusted return, through an actively managed portfolio of global shares.

SKAGEN Focus is an actively managed fund with a global investment mandate. The Fund's strategy is to invest in very select, undervalued, high quality companies where the portfolio managers can identify clear catalysts for their true value to be realised. The portfolio may hold companies across the market capitalisation spectrum, with the majority of exposure invested in small and mid-cap companies. In order to reduce risk, the Fund seeks to maintain a sensible composition of companies by identifying fundamental risk factors. These risk factors are measured, monitored and balanced against each other. SKAGEN has normally a long investment horizon, and attach greater value to fundamentals than to short-term trends in the market.

7. Sustainability information

For relevant information regarding the sustainability considerations the Fund takes into account, please refer to the Annex in this document.

8. Nature and character of the unit

General

All units represent one ownership share in the securities fund SKAGEN Focus.

A unit holder is not entitled to demand that the Fund be split up or dissolved. All unit holders or their appointed proxies have the right to vote at the election meeting for the securities funds managed by SKAGEN. Beyond their unit investment, unit holders are not liable for the Fund's obligations. If the Financial Supervisory Authority of Norway decides that the Fund should be wound up or transferred to another management company, unit holders will be informed in accordance with the Norwegian Securities Funds Act § 4-13.

The end of the Fund's financial year is 31.12.

Unit classes

- The fund is divided into different unit classes.
- The condition for accessing unit class B: The investor invests through a distributor which, according to its agreement with the management company, does not receive payment from the management company.
- The condition for accessing unit class C: The investor has units in the fund (not including B units) which have a cost price and/or market value of at least NOK 50 000 000, which do not qualify for distribution remuneration or other payment from SKAGEN.
- The precondition for accessing unit class C is that the investor's units are registered under a separate account.
- If the investor no longer fulfils the conditions and preconditions for a given unit class, SKAGEN will – after prior notification to the account holder – transfer the units to another unit class for which the conditions are met. SKAGEN is not responsible for any costs or inconvenience incurred by the investor or others as a result of the move to another unit class, including, but not limited to, tax consequences.

9. Auditor

The external/financial auditor is PricewaterhouseCoopers DA, P.O. Box 8017, 4068 Stavanger, Norway (org. no. 987 009 713).

The internal auditor is Ernst & Young AS, Dronning Eufemias Gate 6, 0191 Oslo, Norway (org.no. 976 389 387).

10. Custodian

The Fund's Custodian is J.P. Morgan SE - Oslo Branch (org.no. 921 560 427), Tordenskiolds gate 6, 0160 Oslo, Norway. The bank is a foreign enterprise registered in Norway.

11. Historical returns and risk

Please refer to the Key Investor Information Document for up-to-date bar graphs showing historical returns for the fund's unit classes and position on the

SKAGEN risk scale. Key Investor Information Document may be ordered free of charge from SKAGEN, or downloaded from www.skagenfondene.no.

There are risks associated with investment in the Fund as a result of market fluctuations, changes in exchange rates, interest levels, general economic conditions, and specific sector and corporate circumstances. The distribution of investments in the equity fund is a result of SKAGEN's investment philosophy. This investment philosophy examines corporate valuations, product/market matrices, indebtedness and the liquidity of the financial instrument.

In addition to the statutory requirements, SKAGEN has internal requirements for the spread of the investment between the various sectors and the liquidity of the financial instruments the Fund invests in. SKAGEN has drawn up internal procedures for reducing the probability of operating errors which can affect the Fund.

Historical returns are no guarantee for future returns. Future returns will depend, inter alia, on market developments, the fund manager's skill, the Fund's risk profile and subscription and management fees. The return may become negative as a result of negative price developments. The Fund's performance may vary considerably over the course of a year. Gains or losses for individual unit holders will therefore depend on the exact timing of the subscription and redemption of units.

12. Calculation and publication of Net Asset Value per unit

Each unit in the Fund shall be denominated in NOK 100.

When calculating the net asset value (NAV) per unit class, the basis shall be the market value of the portfolio of financial instruments and deposits in credit institutions, the value of the Fund's liquid assets and other receivables, the value of accrued non-overdue income and the value of any carryforward losses, less liabilities and accrued expenses not yet due, including deferred tax liabilities.

The net asset value per unit is calculated on all trading days. These are published through Oslo Børs ASA. The Fund is closed for price setting, subscription and redemption on Norwegian public holidays and when markets in which a significant part of the Fund's portfolio is invested in are closed. A trading calendar is available on www.skagenfunds.com

Discretionary valuation is used if events occur that may have a bearing on the value of a relevant security, if a non-significant part of the market in which the security is traded is closed, or if the security is illiquid. SKAGEN's practice for discretionary valuation is in accordance with the Norwegian Mutual Fund Association's industry recommendation on the valuation of illiquid equity instruments, available at www.vff.no.

Furthermore, SKAGEN has established procedures for swing pricing in order to prevent losses for existing unit holders due to subscriptions and redemptions made by other unit holders of the Fund. The NAV is adjusted by a swing factor on days when the Fund has had net subscriptions or redemptions in excess of a predetermined proportion of the fund's total assets. The threshold for adjustment of the NAV is set at the level at which net subscriptions or redemptions are expected to result in the Fund having to make adjustments to the portfolio leading to transaction cost, spread cost (the difference between the purchase and sales price of the underlying securities) and currency exchange cost. If the Fund has had net subscriptions above this threshold, NAV is adjusted up, and vice versa if the fund has had net redemptions above this threshold. The swing factor is based on average historical costs, and is evaluated every quarter.

The procedures are set up according to the industry standard set by the Norwegian Mutual Fund Association for subscription and redemption. Read more about the industry standard for subscription and redemption of fund units on www.vff.no.

13. Unit holder register

The unit holder register of SKAGEN Focus is maintained by Storebrand Asset Management AS. Unit holders will receive notifications of changes to holdings, annual statements and realisation statements through SKAGEN's web portal. Upon request, unit holders/nominees may arrange to receive annual statements and realisation statements by post.

14. Costs

Unit class Focus A

Fixed management fee: 1.6% per annum, calculated daily and charged quarterly. Performance fee: Better/worse value development than the benchmark index, calculated daily, is divided 90/10 between the unit holder and SKAGEN. Performance fee is charged annually. The total management fee charged represents a maximum of 3.2% per annum and a minimum of 0.8% per annum.

Unit class Focus B

Fixed management fee: 1.3% per annum, calculated daily and charged quarterly. Performance fee: Better/worse value development than the benchmark index, calculated daily, is divided 90/10 between the unit holder and

SKAGEN. Performance fee is charged annually. The total management fee charged represents a maximum of 2.9% per annum and a minimum of 0.5% per annum.

Unit class Focus C

Fixed management fee: 1% per annum, calculated daily and charged quarterly. Performance fee: Better/worse value development than the benchmark index, calculated daily, is divided 90/10 between the unit holder and SKAGEN. Performance fee is charged annually. The total management fee charged represents a maximum of 3.2% per annum and a minimum of 0.8% per annum.

Unit class Focus D

Fixed management fee: 1.6% per annum, calculated daily and charged quarterly. Performance fee: Better value development than the benchmark index, calculated daily, is divided 90/10 between the unit holder and SKAGEN. The unit class has a relative high-water mark. Performance fee is charged/settled annually. The total management fee charged represents a maximum of 3.2% per annum.

Performance fee can be charged despite a negative development in the fund's net asset value per unit if the performance is better than the benchmark.

If deemed to be in the interest of the unit holders, the management company will, on behalf of the fund, claim refund of withholding tax and pursue legal claims (including class actions). In this regard, the fund can be charged costs directly, or indirectly by reducing the payment (gain) for the fund.

More information about management fees to be found in the Articles of Association § 5 and § 7.

There are currently no costs for subscription and redemption.

15. Information

SKAGEN will publish the Fund's annual report and half year report on the management company's web site. The annual report will be published no later than four months after the end of the financial year. The half year report will be published no later than two months after the end of the reporting period. Unit holders who have provided an e-mail address will receive the report electronically. Unit holders may request to receive a copy of the reports by post free of charge.

Unit holders will receive first half and second half year reports informing them of the number of units they hold in the Fund, the value of their holding and the return for the period and the year. This information will be distributed via SKAGEN's web portal.

16. Subscriptions and redemptions

Units shall be subscribed for and redeemed in accordance with the Norwegian Fund and Asset Management Association's industry standard for subscription and redemption.

Minimum subscription amount is specified in the fund's Key Investor Information Document.

For subscription and redemption in a currency other than NOK, the subscription/redemption price shall be calculated from the Fund's NAV in Norwegian kroner using the exchange rate for the relevant Fund on the valuation day. For information about the currencies that can be used for subscription/redemption, please visit www.skagenfondene.com.

Requests for subscription and redemption shall be made in writing and shall be signed, unless otherwise regulated by a prior written agreement between SKAGEN and the unit holder. New units shall be subscribed for at the net asset value per unit as at the first valuation following the subscription date (that is, when the application has been received by the management company, the funds connected with the subscription have been received and any checks have been completed). Redemption shall take place at the net asset value per unit as of the first valuation following receipt by the management company of the redemption request. The redemption request must reach the management company before 3 pm CET, adjusted for summer time, or by another point in time set with reference to public holidays (the cut-off deadline) in order for the first valuation following receipt of the redemption request to be used as the basis.

In the event of stock exchange closure, or other extraordinary circumstances, including in special instances the protection of unit holders' interests, the management company may, with the consent of the Financial Supervisory Authority, either wholly or partially suspend the value assessment and payment of redemption claims.

In Sweden, subscription and redemption may be effected through:

- SKAGEN Fonder, Vasagatan 10, 105 39 Stockholm (org. no. 516403-4984)
- Svenska Handelsbanken, Kungsträdgårdsgatan 2, 10670 Stockholm (org. no. 502007-7862)

In Denmark (incl. the Faroe Islands), subscription and redemption may be effected through:

- SKAGEN Fondene, Bredgade 25A, 1260 Copenhagen K (CVR no. 29 93 48 51)
- Handelsbanken, Filial af Svenska Handelsbanken AB (Publ), Amaliegade 3 P.O. Box 1032, 1007 Copenhagen K. (CVR no. 242 46 361)

In Luxembourg, subscription and redemption may be effected through:

- Svenska Handelsbanken AB (publ), Luxembourg Branch, 15, Rue Bender, L-1229 Luxembourg (org.no. B0039099)

In Finland, subscription and redemption may be effected through:

- Svenska Handelsbanken AB publ, Branch operation in Finland, Aleksanterinkatu 11, 00100 Helsinki (org. no. 0861597-4)

In the UK, subscription and redemption may be effected through:

- SKAGEN Funds, Green Park House, 15 Stratton Street, London W1J 8LQ, United Kingdom. UK Company No: FC029835, UK Establishment No: BR014818. FCA Registration number: 469697

In Belgium, CACEIS is acting as Representative Agent:

- CACEIS Belgium SA/NV, Avenue du Port 86C b320, 1000 Bruxelles, Belgium

In Ireland, subscription and redemption may be effected through:

- CACEIS Ireland Limited, One Custom House Plaza, International Financial Services Centre, Dublin 1, Ireland

In Germany, subscription and redemption may be effected through:

- SKAGEN Funds, Barckhausstrasse 1, 60325 Frankfurt, Germany (Gewerbeanmeldung Nr: 06412000)

In France, CACEIS is acting as Representative Agent:

- CACEIS Bank, 1-3 place Valhubert, 75206 Paris Cedex 13, France

The fund's prospectus, Key Investor Information Document, most recent monthly report, annual report and net asset value are available upon request from the afore mentioned institutions.

More information adapted to unit holders in Sweden, Denmark, UK, Germany and the countries in which SKAGEN is authorised to market its funds, is available on our Swedish, Danish, UK, German and international websites: www.skagenfonder.se, www.skagenfondene.dk, www.skagenfunds.co.uk, www.skagenfunds.de and www.skagenfunds.com.

17. Additional Information for Investors in Germany

SKAGEN AS has established a Branch in Germany.

SKAGEN AS Branch Germany, Barckhausstrasse 1, 60325 Frankfurt, Germany.

Exchange and Redemption of Units

Applications for subscription, redemption and conversion of Units should be sent to the SKAGEN Branch Germany for onward transmission to SKAGEN AS. Unit holders resident in Germany may request to have all payments (redemption proceeds, distributions and any other payments) to be made for their benefit through the SKAGEN Branch Germany.

Documents and Notices

The Prospectus, the Key Investor Information Documents, the Articles of Association of the Company, the audited annual accounts and half-yearly accounts may be inspected at and are available free of charge from the SKAGEN Branch Germany either via regular mail or per e-mail.

Notifications to the Unit holders, if any, are available from the SKAGEN Branch Germany and are communicated to Unit holders via Unitholder letter.

Furthermore, subscription, redemption and conversion prices of the units and any notices to the unit holders additional information, which is also available free of charge at the SKAGEN Branch Germany.

Publications

Subscription, redemption and conversion prices of the units will be available at www.wmdata.com, on the SKAGEN website www.skagenfunds.de free of charge as well as at the offices of the German Branch

Any notices to the unit holders will be published in the German Federal Gazette (www.bundesanzeiger.de).

Particular events

In addition, communications to investors in the Federal Republic of Germany by means of a durable medium in the following cases:

- suspension of the redemption of the units,
- termination of the management of the fund or its liquidation,

- any amendments to the fund rules which are inconstant with the previous investment principles, which affect material investor rights or which relate to remuneration and reimbursement of expenses that may be paid or made out of the asset pool,
- Merger of the fund with one or more other funds and
- The change of the fund into a feeder fund or the modification of a master fund.

Subscription prices and redemption prices will be available at www.wmdata.com and at the offices of the German Branch.

Taxation

More information about tax for German investors can be found under section 3 of this prospectus.

Because of the complexity of German tax law, it is recommended that investors contact a tax adviser regarding the effect on their individual tax situation.

Investing with SKAGEN

Risk of loss

The Client acknowledges and accepts that investments in the Funds involve a risk of loss. Historical returns are no guarantee for future returns. Future returns will depend, inter alia, on market developments, the fund manager's skills, the Fund's risk profile and management fees. The return may become negative as a result of negative price developments. For more detailed information on the characteristics of the various Funds and the risk associated with investing in Funds, please visit SKAGEN's website.

Fund investments are not covered by Norwegian government guarantee schemes for bank deposits.

Notifications from clients

Communications from the Client to SKAGEN

The Client must submit written notifications to SKAGEN. Signed applications for subscription and redemption of Fund units may be sent by mail or e-mail. The Client may also submit electronic notifications as set forth below.

When a notification is received

A notification is received by SKAGEN when SKAGEN has gained knowledge of the notification and its content.

Notification content and incomplete notifications

A notification from a Client to SKAGEN must contain the necessary information about the Client and the transaction to be performed.

If the Client sends an incomplete notification to SKAGEN, the notification will be considered to have been received when the remaining information is later received by SKAGEN.

However, SKAGEN may decide to consider the incomplete notification as received by SKAGEN when SKAGEN gains knowledge of the incomplete notification and its content, if the notification, in SKAGEN's opinion, contains sufficient information to permit secure implementation of the transaction.

The Client is responsible for the accuracy of the content of notifications, and the Client cannot hold SKAGEN responsible for incomplete notifications sent by the Client, regardless of the method of submission.

Use of electronic services

The Client may submit electronic notifications to SKAGEN through the channels indicated on SKAGEN's website.

SKAGEN will facilitate Client access to SKAGEN's Client Investment Portal via SKAGEN's website.

SKAGEN may not be held responsible in any way for failures, breakdowns, or errors in the electronic services offered to the Client, including failures, errors, or breakdowns in software or networks.

The client's authorisations etc.

SKAGEN is not obligated to perform a transaction for the Client if SKAGEN believes it may involve a breach of law or a breach of rules, terms, or conditions in force at any time, or if SKAGEN has reason to believe that other reasons exist for not performing the transaction.

The Client represents that transactions and payments will comply with applicable authorizations, powers and jurisdictions of both a public and private nature applicable at any time to the Client's transactions. The Client shall document any powers, resolutions, certificates of registration, articles of association, etc. whenever SKAGEN so requests.

The Client shall at all times provide SKAGEN with up-to-date information on the individual(s) authorised to perform transactions on the Client's behalf. A transaction is binding for the Client unless SKAGEN has not acted in good faith in regard to the capacity or powers of the individual acting on the Client's behalf.

The use of intermediaries, etc. does not exempt the Client from his responsibilities concerning these Commercial Terms. Insofar as certain limits apply to the Client's trading, the Client shall be solely responsible for complying with such limits even if it has informed SKAGEN of such limits.

Subscription of Fund units

Subscription amounts are payable on the date of submission of the subscription notification, unless otherwise agreed. The issuance of units is conditional on the subscription amount having been paid. If the amount has not been paid by the due date, SKAGEN may cancel the transaction or delay the execution of the transaction.

The subscription amount is paid when:

- a) the Client has provided SKAGEN with the authority to draw the amount from the Client's bank account, provided that sufficient funds are available on the account to cover the payment
- b) the subscription amount is valued to the Fund's account
- c) the Fund has otherwise obtained exclusive right of disposal in relation to the subscription amount

Notification of subscription cannot be withdrawn unless such notification is received by SKAGEN before 15:00 CET on the same day the notification of subscription is received and SKAGEN accepts the withdrawal.

In connection with Norwegian public holidays, the deadline for receipt of notification of withdrawal may be changed.

Clients making subscriptions may receive NAV on T+0 on the condition that the Client is liable for any losses incurred by the fund or SKAGEN AS due to late or non-payment. For example – but not limited to – loss and costs due to reversing transactions, compensation to other unit holders due to incorrect NAV and costs related to credit facilities or investments. If client wishes to use this possibility the client must first notify its intention to SKAGEN AS in order to set up the subscription process.

a) For subscriptions up to NOK 100 000 000

The Client shall receive the first NAV calculated after the subscription form is received by SKAGEN, provided that the Client fulfils the following obligations:

- A valid subscription form must have been received by SKAGEN before 15:00 CET on the relevant Norwegian bank day. Forms received as from 15:00 CET are considered received on the next Norwegian bank day. Other cut-off times may apply in connection with Norwegian public holidays.
- The transfer of the subscription amount must be initiated at the latest the day the Client receives SKAGEN's order confirmation specifying the subscription amount, and the subscription amount must be valued to the fund's bank account no later than 2 Norwegian bank days from the day SKAGEN received the subscription form.

b) For subscriptions from NOK 100 000 001 – 500 000 000

The Client shall provide SKAGEN with copy of a SWIFT MT 103 message (or equivalent) in addition to valid subscription form. The subscription will be priced at NAV of the value date stated in the SWIFT MT 103. The MT 103 has to be received by Handelsbanken by their currency cut-offs in order to guarantee the value date shown on the MT 103.

c) For subscriptions from NOK 500 000 001:

The Client shall divide the investment into separate subscriptions, the timing of which is to be agreed with SKAGEN in advance of subscription. The pricing of each subscription will follow the terms in sections a and b.

Redemption of Fund units

Implementation of the redemption

The Client may redeem Fund units as described in the Fund's prospectus.

A prerequisite for redemption is that no registered encumbrances or other limitations exist on the SKAGEN account from which redemption is to be made. The Client is obligated to cancel any encumbrances or other limitations before submitting the redemption request to SKAGEN.

The redemption of units in Funds will be implemented as soon as possible, and no later than two weeks from SKAGEN's receipt of the Client's redemption notification. The transfer of the redemption amount from the Fund's account is normally initiated one Business Day after the redemption transaction is settled. The redemption amount may only be paid to a bank account for which the Client has disposal rights. SKAGEN may require that the Client produce documentation regarding the disposal rights to the account.

Withdrawal of redemption notification

A redemption notification may not be withdrawn unless SKAGEN receives notification of the withdrawal before 15:00 CET on the same day the redemption notification is received and SKAGEN accepts the withdrawal.

The deadline for receipt of notification of withdrawal may be changed due to Norwegian public holidays.

Suspension of redemptions

In case of stock exchange closure or similar emergencies, or otherwise to the extent permitted by laws, regulations, Articles of Association or Fund

prospectuses, SKAGEN may, with the consent of the regulatory authority, suspend redemption of Fund units.

Valuation

Transactions in Fund units are made at an unknown price, the net asset value ("NAV"). Subscription notifications for equity funds, which are received before 15:00 CET, will utilize the NAV set for the relevant day, provided that the subscription amount is paid. Subscription notifications for fixed income funds will utilize the NAV set for the day the subscription amount is valued to the Fund's bank account. For first time subscription, the NAV date will depend on the time SKAGEN receives documentation necessary to complete customer due diligence. Redemption notifications which are received before 15:00 CET, will utilize the NAV set for the relevant day.

In connection with Norwegian public holidays, the deadline for receipt of trade notifications may be changed.

Costs

Subscription and redemption fees may apply to transactions in Fund units in accordance with the prospectus of the relevant Fund. Fund investments are charged a management fee in accordance with the Fund's prospectus. If Fund transactions are executed through other parties or the Client makes use of another account operator than SKAGEN, additional fees and charges may apply.

Cancellation rights

The Client has no cancellation rights under the Norwegian Cancellation Rights Act of 20 June 2014 No 27 for services and Fund transactions.

Investment Advice

Clients who are receiving investment advice from SKAGEN will be categorised as either non-professional (retail) or professional clients. SKAGEN will notify the Client of the category to which he has been assigned. The categorisation determines the scope of customer protection provided. The Client may request SKAGEN to change his customer categorisation. Information about change of categorisation and related consequences are available from SKAGEN upon request.

The Client is required to provide SKAGEN with sufficient and accurate information about his personal financial situation, investment experience, and objectives. The Client is required to inform SKAGEN of any material changes to previously provided information. The Client agrees and accepts that SKAGEN shall be entitled to use information provided by the Client as a basis for its assessments and that, in principle, SKAGEN will not conduct its own investigations. The Client agrees and accepts that any failure to provide SKAGEN with sufficient information means that SKAGEN will be unable to determine whether a specific financial instrument is suitable for the Client.

Measures against money laundering and terrorist financing

SKAGEN is under statutory obligation to perform customer due diligence for new and existing clients. The Client is obligated to provide the necessary assistance in this connection, including producing validation of identity and other necessary documentation. If the Client does not present sufficient documentation, SKAGEN may reject the Client.

SKAGEN is obligated to initiate further investigations if SKAGEN suspects the transactions are linked to money laundering or terrorist financing. SKAGEN is obligated to send information about suspicious transactions to the relevant authorities without informing the Client.

The Client will, of his own accord and without undue delay, notify SKAGEN in writing and document any change to the Client's situation relevant for client relations, including:

- Changes regarding biographical data.
- Amendments regarding beneficial owners (see further information on SKAGEN's website)
- Amendments regarding who can act on the Client's behalf
- Amendments regarding whether the Client falls under the definition of a "politically exposed person" (see further information on SKAGEN's website)
- Amendments concerning the purpose and intended nature of the client relationship

Processing of personal data

SKAGEN collects, registers and processes personal data. The purpose of the processing is to manage securities funds, market securities funds, fulfil agreements with the Client and to comply with the General Data Protection Regulation and other relevant legislation. We are required by law to register certain types of personal data about the Client, such as name, date of birth, national identity number, and residential address. SKAGEN is also required by law to record telephone conversations when providing investment advice and must store this for 5 years.

SKAGEN has a legitimate interest to send electronic marketing to the Client, but the Client can at any time opt out of this. We use data processors and other business partners in our daily operations.

SKAGEN is part of the Storebrand Group. The Client decides whether personal data and other information can be shared internally within the Group, and may withdraw such a consent at any time. Please see SKAGEN's Privacy Policy on www.skagenfunds.de/privacy-policy for further details.

Notifications from SKAGEN

The operator of the Client's SKAGEN account is responsible for providing the Client with notifications of changes to the Client's SKAGEN account. If a Client has informed the account operator that he waives his right to receive such change notifications, the Client accepts that, in the relationship between the Client and SKAGEN, the Client is considered to have received notification about changes to the Client's SKAGEN account when the Client could have received notification, had he not waived his right to receive notification.

Under the current rules and regulations, SKAGEN is required to ensure that the Client is regularly provided with access to information about his holdings and returns.

SKAGEN reserves the right to correct obvious errors in a notification sent to the Client. Corrections shall be made immediately after SKAGEN becomes aware of the error, the reason for the error, and which clients are affected by the error.

Receipt of notifications

A notification from SKAGEN sent by mail shall be considered as duly mailed when sent to the address registered by the Client in the unit registry maintained by SKAGEN. The notification shall be considered as having been received by the Client when the ordinary postal delivery time has been added.

A notification from SKAGEN by fax shall be considered to have been received by the Client when SKAGEN has sent the notification to the number most recently provided in writing to SKAGEN by the Client, and SKAGEN has received a sender's receipt confirming successful transmission, the time of transmission, and the fax number.

Electronic notifications from SKAGEN shall be considered to have reached the Client when sent from SKAGEN to the latest electronic address last submitted to SKAGEN by the Client.

SKAGEN's subcontractors

SKAGEN has the right to make use of subcontractors that have been given the authority to act on SKAGEN's behalf. The Client accepts that rules also apply to the relationship between the Client and subcontractor, when applicable.

Liability and limitation of liability

SKAGEN or the Fund is liable vis-à-vis Clients only if SKAGEN or the Fund through gross negligence has caused such Client an economic loss. A Consumer may irrespective of the above claim compensation arising from mandatory consumer legislation.

In any event, SKAGEN's and the Fund's liability is limited to the value of the Client's transaction, or would-be transaction at the time of the transaction. SKAGEN and the Fund are in no case liable for harm, loss or expense due to circumstances beyond the control of SKAGEN and/or the Fund, including, by way of example, war, terrorism, natural disasters, fire or water damage, power outages, strikes, lockouts, errors in data processing systems or networks, legislative or regulatory changes, instructions from any public authority, etc. SKAGEN and the Fund are not responsible for indirect losses or damages, including losses due to contracts with third parties lapsing or not being fulfilled as assumed.

If SKAGEN has used subcontractors, SKAGEN is not liable for any loss or damages incurred by the Client as a consequence of subcontractors' acts or omissions, provided that SKAGEN has used reasonable care in selecting and appointing such subcontractors. Neither can SKAGEN be held liable if the selection and appointment of such subcontractors were not influenced by SKAGEN.

Complaints

If a Client has not received notification from the account operator or others in respect of changes to the Client's SKAGEN account within 10 days after the Client has submitted a transaction request, the Client shall immediately notify SKAGEN that the notification has not been received.

When a Client receives notification confirming that a transaction has been completed or confirming other changes to the Client's SKAGEN account, the Client must immediately verify that the information in the notification is correct.

A Client loses his right to invoke a breach if he does not, immediately after he has discovered or should have discovered the breach, notify SKAGEN of the breach. A Consumer loses his right to invoke a breach, if he does not within a reasonable time after he discovered or should have discovered the breach, notify SKAGEN indicating the breach.

In all circumstances, a Client loses the right to invoke a breach if he does not lodge a complaint within 4 months after the day the breach occurred.

Any oral complaints or objections from the Client must immediately be confirmed by a written complaint to SKAGEN. The written complaint must state

the circumstances the Client invokes, and the remedy sought. This requirement for written confirmation of complaint does not apply to a Consumer.

With reference to the previous paragraphs, "immediately" is understood as meaning no later than the end of the Business Day after the Client has, or should have discovered the circumstances giving rise to the complaint.

Clients default

The Client is in default if the Client has not met his obligations vis-à-vis SKAGEN or the Fund.

A default will also have occurred if SKAGEN or the Fund have reasonable grounds to expect that the Client will be unable to meet his obligations vis-à-vis SKAGEN or the Fund.

In case of a Client default, SKAGEN or the Fund has the right to immediately:

- a) reject the Client's requests for subscription or redemption of units in the Fund,
- b) set off any claims by SKAGEN or the Fund against the Client, irrespective of the claim being of the same or a different currency and irrespective of the claim belonging to SKAGEN or the Fund,
- c) exercise the right to retain or suspend,
- d) initiate, without any further warning and for the Client's account and risk, whatever measures SKAGEN or the Fund considers necessary for covering or reducing economic loss.

The Client is liable for, and shall hold SKAGEN and the Fund harmless from, any loss resulting directly or indirectly from the Client's default, or resulting from the Client's acts or omissions constituting a breach of the Commercial Terms or other conditions of the contractual relationship. The Client's liability is limited to the highest of the subscription amount and current/previous holdings in the Funds, with the exception of liability for loss resulting directly or indirectly from the non-payment or delayed payment of subscription monies. SKAGEN or the Fund may claim interest corresponding to the current rate of interest on overdue payment, cf. the Norwegian Act of December 17, 1976, No. 100 on Interest on Overdue Payments, as well as compound interest calculated from the payment due date until payment is made. SKAGEN or the Fund may also claim coverage of fees and charges for internal and external legal assistance. Such losses are payable by the Client on demand.

Amendments

SKAGEN reserves the right to amend point 16 of the Prospectus if this is required due to changes to legislation, the Articles of Association, internal procedures or for other justifiable reasons.

Governing law, legal venue and resolution of disputes

Any claim or dispute between the parties resulting from or in connection with the rules or Fund transactions shall be settled in accordance with Norwegian law with Stavanger District Court as the legal venue.

SKAGEN may, however, bring legal action against Clients in any legal venue to which they are subject.

Clients with foreign legal venue and who can plead law provisions giving them protection against legal action in Norwegian courts, whether it is a question of legal venue, governing law, or other matters, hereby waive this right to the extent possible in accordance with mandatory law in the country of origin.

The Client may bring any dispute before the Norwegian Financial Services Complaints Board for its opinion. In order for the Complaints Board to hear a dispute, the Client must first submit a complaint to SKAGEN, with a reasonable time limit for considering the complaint. The Client may thereafter submit a written complaint to the Complaints Board, stating the grounds for the complaint and the result being sought. See SKAGEN's website for the Financial Services Complaints Board's contact information.

18. Trading via a regulated market.

The unit class SKAGEN Focus A will be traded on the NASDAQ Copenhagen.

19. Dispute settlement body

The management company shall be affiliated with the Norwegian Financial Services Complaints Board.

20. Other matters

This prospectus is only directed to investors in jurisdictions where the relevant funds are authorised for distribution. The Fund cannot be distributed to American citizens, residents in or taxable to the USA.

SKAGEN is part of the Storebrand Group and has outsourced tasks to Storebrand Asset Management AS. The outsourcing covers management of SKAGEN's money market fund, securities settlement, accounting, calculation of net asset value, unit holder settlement and unit holder register for SKAGEN's funds, controls and reporting, as well as service towards clients in Norway, Sweden and Denmark.

21. The Board

Unit holders of the funds which the management company manages shall select at least one third of the members of the management company's Board of Directors and at least half of this number as deputies. Deputies shall be entitled to attend, but they may not vote, at Board meetings.

The management company shall appoint an election committee. The Election Committee shall nominate unit holder representatives to the election meeting. The Board members and deputies elected by the unit holders shall be elected at the election meeting. The election meeting shall be convened by public notice or by written notice to unit holders, with at least two weeks' notice. The election meeting shall be held each year by the end of June.

22. Board of Directors' responsibility

The Board of Directors of the Management Company is responsible for ensuring that the prospectus meets the requirements of the regulations laid down by the Norwegian Ministry of Finance on 21 December 2011 no. 1467 in pursuance of the Norwegian Securities Funds Act of 25 November 2011 no. 44.

The Board of Directors of SKAGEN hereby declares that, to the best of its knowledge, the prospectus reflects the actual facts and does not contain omissions of a nature liable to alter the meaning of the prospectus.

23. Amendment of the Articles of Association

The Fund's Articles of Association may only be amended if the majority of the unit holder-elected directors of the management company have voted for the amendments. A decision concerning any amendments shall be obtained from the unit holder meeting and the Financial Supervisory Authority of Norway (FSA). The FSA shall approve the amendments if legal requirements concerning the contents of the Articles of Association and procedures for their amendment are met.

ANNEX

Pre-contractual disclosure for financial products referred to in Article 8 (1) of Regulation (EU) 2019/2088

Product name/legal identifier: 549300X4NHXBG52JU28

Environmental and/or social characteristics

This product:

- Promotes environmental or social characteristics, but does not have as its objective a sustainable investment
 - It does not invest in sustainable investments
 - It invests partially in sustainable investments
 - In activities aligned with the EU Taxonomy
 - In activities not aligned with the EU Taxonomy
- Has sustainable investment as its objective. Sustainable investment means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.
 - In activities aligned with the EU Taxonomy
 - In activities not aligned with the EU Taxonomy

1. What environmental and/or social characteristics are promoted by this financial product?

The product promotes environmental and/or social characteristics because it deploys an ESG integration strategy. The ESG integration strategy consists of four pillars to execute the investment selection process and exercise of ownership rights. The first pillar of the strategy is negative screening and control of potential investments, the second is an enhanced due diligence of companies in high emitting industries*, the third is ESG integration through dedicated factsheets, whilst the fourth and final pillar is active ownership.

*High emitting industries: Energy equipment & services, oil, gas & consumable fuels, chemicals, construction materials, containers & packaging, metals & mining, paper & forest products, transportation, automobiles, food Products, utilities, real estate segments focusing on data centers and industrial real estate.

- What sustainability indicators are used to measure the attainment of the environmental or social characteristics promoted by this financial product?

Subject to data availability, the following sustainability indicators are used to measure the attainment of the environmental or social characteristics promoted by this financial product:

- GHG emissions
- Carbon footprint
- GHG intensity of investee companies
- Exposure to companies active in the fossil fuel sector
- Share of non-renewable energy consumption and production
- Energy consumption intensity per high impact climate sector
- Activities negatively affecting biodiversity sensitive areas
- Share of investments in investee companies that have been involved in violations of the UNGC principles or OECD Guidelines for Multinational Enterprises

2. What investment strategy does this financial product follow?

The product is an actively managed fund with a global investment mandate. The strategy is to invest in very select, undervalued, high quality companies where the portfolio managers can identify clear catalysts for their true value to be realized. The portfolio is composed of a core of small and medium-sized companies. The sole objective of the fund is to generate the best possible risk-adjusted returns, with the ESG integration strategy being a key component in meeting this objective. Due to the active and broad investment mandate, the fund does not make an ex-ante commitment to invest in a specific sector, geography or theme - including sustainable or taxonomy aligned investments as an end or objective in and of itself.

- What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?

The product manages environmental and social factors by applying binding elements throughout the investment process. Exclusions and negative screening are the first steps deployed to assess environmental and social characteristics of an investment. Second, when constructing an investment thesis, environmental, social and governance characteristics are collected, measured, and assessed - coupled with enhanced due diligence of climate risk of companies in high-emitting sectors. Assessment of these factors are tied to the investment thesis of each investment - driven by a traffic light model to indicate estimated degree of ESG risks and opportunities. The product assesses the double materiality of environmental and social characteristics that are of relevance at investment level. Lastly, active ownership with holdings is a lever that is deployed by the product to work for factor improvement over time. Double materiality considerations are continuously assessed. If salient sustainability risks (harm to investment) or principle adverse impacts (potential harm by investing) are not improving, the investment into an investee company will ultimately have to be divested should the investee company fail to mitigate them. Quarterly checks and controls are conducted of the holdings in the product to monitor developments of events and general exposure, to ensure alignment with the sustainable investment policy of the entity and broader group.

How is that strategy implemented in the investment process on a continuous basis?

The portfolio manager is required to forward potential investment cases to the ESG team who will conduct a screening and approval of the potential investment at hand. This screening process controls whether the investment case aligns with the entity level investment policy or is in violation of it. If it is in violation with the norms-based and product-based exclusion criteria, the company cannot be invested in and will be rejected in the screening phase. Moreover, the product is subject to quarterly screening controls to ensure continued compliance with global norms and our exclusion criteria. Secondly, the portfolio manager is required to articulate a dedicated ESG factsheet for the investment case, identifying material ESG information and present an engagement plan on how to manage ESG associated risks - or undervalued opportunities - through active ownership. Here, contextual and relevant ESG factors are tied to the investment thesis. The degree of ESG risk of each investment is assessed using a traffic light model, where short-term results and extent of engagement increases in step change with level of risk. To avoid conflict of interest, it is the task of the ESG team to determine the traffic light assessment of an investment case; to which the portfolio manager, in collaboration with the ESG team, must articulate a clear plan on environmental and social risk mitigation. The portfolio manager must also articulate financial considerations that have been made on the back of the ESG profile of the investment at hand. ESG risks that fail to be mitigated following escalation strategies, will be excluded as it will be deemed a thesis violation.

What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?

There is no fixed committed minimum rate to reduce to scope of investments considered prior to the application of the investment strategy. The committed minimum rate to reduce the scope of investments considered is therefore a product of the exclusion criteria in our Sustainable Investment Policy and the

number of companies on that list as a result. More covert factors pertain to financial propositions that do not align with the investment philosophy of the product.

- What is the policy to assess good governance practices of the investee companies?
The product manufacturer is a signatory to the UN PRI and commits to invest according to its principles. Reference to the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights are also explicitly stated in the Sustainable Investment Policy. For further information, please consult the entity level Sustainable Investment Policy <https://www.skagenfunds.com/about-us/sustainable-investing/skagen-sustainable-investment-policy/>
- Where can I find further details on the investment strategy?
<https://www.skagenfunds.com/about-us/investment-philosophy/>

Has a reference benchmark been designated for the purpose of attaining the environmental or social characteristics promoted by the financial product?

- Yes
- No
The product is actively managed and uses a benchmark for performance comparison purposes. However, the fund does not specifically use a benchmark index in order to attain its environmental or social characteristics.

3. What is the asset allocation planned for this financial product?

The fund is actively managed and does not have a planned asset allocation for its investments. In theory, all of the assets under management should be aligned with E/S characteristics, but can be de-facto slightly lower and categorized as 'other' due to cash position of the product, potential derivatives and other money market instruments.

- What investments are included under "#2 Other", what is their purpose and are there any minimum environmental or social safeguards?
Investments that might fall under "#2 Other" are cash positions, money market instruments, and derivatives that might be required for portfolio management purposes.
- How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?
The fund does not use derivatives to attain environmental or social characteristics.
- To which objectives do the sustainable investments contribute to and how do they not cause significant harm?
Not Applicable

4. What is the minimum share of investments aligned with the EU Taxonomy?

Not Applicable

- What methodology is used for the calculation of the alignment with the EU Taxonomy and why?
Not Applicable
- What is the minimum share of transitional and enabling activities?
Not Applicable

5. What is the minimum share of sustainable investments that are not aligned with the EU Taxonomy?

- Why does the financial product invest in economic activities that are not environmentally sustainable?
There is a considerable shortage of availability for investments that are not fully environmentally sustainable. There is also significant shortage of data – coupled with spurious reliability of that data. Due to these factors, the fund seeks instead to improve sustainability practices and profiles towards investee companies over time and to manage potential risks.

- How are indicators for adverse impacts on sustainability factors taken into account?

As explained above, the product integrates adverse impacts at constituent level throughout the various pillars of the ESG integration strategy and investment process. The product is also monitored on adverse impact at product level through quarterly controls and oversight.

- Are sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights?

The product manufacturer is a signatory to the UN PRI and commits to invest according to its principles. Reference to the OECD Guidelines for Multinational Enterprises and the UN Guiding

Principles on Business and Human Rights are also explicitly stated in the Sustainable Investment Policy.

6. Does this financial product take into account principal adverse impacts on sustainability factors?

- Yes
- No

7. Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental or social characteristics that it promotes?

The product is actively managed and uses a benchmark for performance comparison purposes. However, the fund does not specifically use a benchmark index in order to attain its environmental or social characteristics.

- How does the designated index differ from a relevant broad market index?
The product is actively managed and uses a benchmark for performance comparison purposes. However, the fund does not specifically use a benchmark index in order to attain its environmental or social characteristics.
- How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product and with the investment strategy?
The product is actively managed and uses a benchmark for performance comparison purposes. However, the fund does not specifically use a benchmark index in order to attain its environmental or social characteristics.

8. Can I find I find more product specific information online?

More product-specific information can be found on the website: <https://www.skagenfunds.com/about-us/sustainable-investing/>

Approved by the Board of SKAGEN AS 15 April 2021

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The original Articles of Association and prospectuses were prepared in Norwegian. This is a translated and adjusted version for German investors, which is published with reservations regarding possible errors and omissions as well as erroneous translation. The original prospectus is available in Norwegian at www.skagenfondene.no or by contacting the Customer Service department on +47 51 80 39 00.