



Ocean Sun AS

Application Agreement

(Private Placement 12 October 2020)

Fearnley Securities AS
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General Information: The Norwegian private limited liability company Ocean Sun AS (the "**Company**"), with business registration number 917 619 751 and with shares to be registered with the Norwegian Central Securities Depository (the "**VPS**" (prior to completion of the Private Placement) under ISIN NO 001 0887565, intends to offer new ordinary shares ("**New Shares**") in the Company with gross proceeds of approximately NOK 100 million, and certain existing shareholders (the "**Selling Shareholders**") of the Company intends to sell up to 2,745,100 secondary shares in the Company with gross proceeds of up to NOK 50 million ("**Secondary Shares**" and together with the New Shares, the "**Offer Shares**") through a private placement (the "**Private Placement**"). The price (the "**Offer Price**") at which the Offer Shares will be sold is expected to be between NOK 17.75 and NOK 20.25 per Offer Share (the "**Indicative Price Range**"). The Offer Price may be set within, below or above the Indicative Price Range. The Offer Price and the number of Offer Shares to be sold will be determined through a bookbuilding process and will be set by the Company's board of directors (the "**Board**"), in consultation with the Manager.

Members of the Company's management and board, as well as the Selling Shareholders and certain other existing large shareholders have (subject to certain exemptions) entered into customary lock-up arrangements with the Manager, with a lock-up period of 6 months. The Company has applied for listing of its shares on Merkur Market, a multilateral trading facility (MTF) operated by Oslo Stock Exchange (the "**Listing**"), with expected first day of trading on or about 26 October 2020, subject to inter alia completion of the Private Placement and approval by the Oslo Stock Exchange.

The net proceeds from the issue of the New Shares are expected to be used to expand the organization, fund continued research and development, as well as working capital and general corporate purposes. The net proceeds from any sale of Secondary Shares will be for the benefit of the Selling Shareholders.

The Private Placement is directed towards a limited number of selected investors subject to, in each case, applicable exemptions from relevant prospectus, filing and registration requirements (i) outside the United States in reliance on Regulation S under the United States Securities Act of 1933, as amended, (the "**US Securities Act**") and (ii) in the United States to "qualified institutional buyers" (QIBs) as defined in Rule 144A under the US Securities Act. All applicants are referred to Exhibit I hereto for further information on the selling and transfer restrictions applicable to the Private Placement, and Exhibit II for certain applicants subject to the provisions set out under "United States:" in Exhibit I.

The Company has appointed Fearnley Securities AS to act as manager of the Private Placement (the "**Manager**") in the Private Placement. The minimum purchase and allocation amount in the Private Placement will be the NOK equivalent of EUR 100,000 per investor, provided that the Company may offer and allocate lower amounts subject to available exemptions from applicable prospectus requirements. The principal terms and conditions of the Private Placement are set out in the enclosed term sheet dated 12 October 2020 (the "**Term Sheet**") and an investor presentation dated 12 October 2020 (the "**Investor Presentation**"). This application agreement (including its Exhibits) (the "**Application Agreement**"), the Investor Presentation, the Term Sheet, as well as all currently available public information, shall together constitute the "**Investor Documentation**". The applicant (the "**Applicant**") hereby acknowledges having received and accepted the terms set out in the Investor Documentation and that the application and purchase is subject to the terms set out therein.

Application procedure: Applications will need to be received by the Manager no later than 16 October 2020 at 16:30 hours CEST (the "**Application Period**"). The Company reserves the right, at its own discretion, to close or extend the Application Period or modify the terms of or cancel the Private Placement at any time (prior to completion) and for any reason without notice. If the Application Period is shortened or extended, the other dates referred to herein may be amended accordingly. Notwithstanding any change in the Application Period, the Applicant will be bound by its application for Offer Shares.

By executing this Application Agreement, or by placing an application by taped phone, Bloomberg chat or otherwise as further described below, the Applicant irrevocably confirms the Applicant's request to subscribe for the number of Offer Shares at the amount(s) specified by such Applicant on the terms included in the Investor Documentation, and irrevocably authorizes and instructs each of the Manager or its appointed representative, each acting alone, to subscribe for the number of Offer Shares allocated to the Applicant in the Private Placement (the "**Allocated Shares**") on behalf of the Applicant and enter into and execute any other document and do any other act which the Manager deem necessary or appropriate in conjunction with the admission of the Applicant as a shareholder in the Company. The Applicant further confirms and accepts that all acceptances, confirmations, representations, warranties and undertakings given by the Applicant pursuant to this Application Agreement may be enforced against the Applicant by each of the Company and the Manager acting jointly or severally. If no price limit is stated, no price limit will apply and the application will be considered as an application for the stated number of shares or the stated amount at any final Offer Price.

This Application Agreement, duly signed, valid and binding on the part of the Applicant, must be in the possession of one the Manager by the end of the Application Period. The Applicant bears the risk of any postal delays, unavailable internet lines or servers, e-mail delays and any other logistical or technical problems that may result in applications not being received in time or at all. The Applicant is further responsible for the correctness of the information inserted on the Application Agreement. In addition, **the Manager may, in their sole discretion, accept applications placed by taped phone, Bloomberg chat or otherwise within the Application Period provided that the Applicant confirms that the Applicant accepts the terms of this Application Agreement. Any application made by taped phone, Bloomberg chat or otherwise will be binding for the Applicant in the same manner as an application made in writing. Without limiting the binding nature of applications made by taped phone, Bloomberg chat or otherwise, the Manager may require that an application placed in such manner is subsequently confirmed by the execution of this Application Agreement in writing, and may, if the Applicant fails to satisfy such requirement, in its sole discretion, disregard the application, without any liability towards the Applicant. Any application placed by taped phone, Bloomberg chat or otherwise shall be deemed made on the terms and subject to the conditions set out in this Application Agreement.** Any application received by a Manager (whether in writing, by taped phone, Bloomberg chat or otherwise) becomes binding at the end of the Application Period and may not be withdrawn or amended after such time.

Allocation of Offer Shares: Notification of conditional allotment and payment instruction (the "**Notification**") will be sent to the Applicant by the Manager on or about 19 October 2020, subject to any shortening or extensions of the Application Period. The Company will in its sole discretion allocate the Offer Shares to the Applicants and may take into account such allocation principles as set out in the Term Sheet. The Company may, at its sole discretion, set a maximum allocation to any Applicant as well as reject or reduce any application in whole or in part. Allotment of Offer Shares totalling a lower amount than applied for does not affect the Applicant's obligation to subscribe and pay for the Offer Shares allotted.

Settlement: The payment date for settlement of the Private Placement is expected to be on or about 20 October 2020 (the "**Payment Date**"), subject to any shortening or extensions of the Application Period, and any further settlement details will be stated in the Notification. The Applicant shall pay

the purchase amount (being the number of Allocated Shares multiplied with the Offer Price) in accordance with the procedures set out herein and in the Notification. The Manager assume no responsibility for the delivery and payment obligations of the Company and Applicant respectively.

The Allocated Shares will be delivered to the Applicant's VPS account as soon as practicable after full payment has been received and the Conditions (as defined below) have been met, including approval by the Company's board of directors (and the general meeting of the Company if required) and the registration of the share capital increase pertaining to the New Shares in the Norwegian Register of Business Enterprises (the "NRBE") and issuance of the New Shares in the VPS. To the extent the subscription amount for the Allocated Shares is payable or paid by the Applicant to an interim account of the Manager, the Applicant irrevocably authorizes and instructs the Manager or its appointed representative, each acting alone, to release such amount to the Company upon the satisfaction of the Conditions. The Payment Date is indicative only. The Offer Shares are expected to be delivered to the applicants and commence trading on Merkur Market on or about 26 October 2020, subject to completion of the Private Placement and approval by the Oslo Stock Exchange.

Conditionality of the Private Placement: Completion of the Private Placement is subject to (i) all corporate resolutions of the Company required to implement the Private Placement being validly made, including the Board's resolution (and the general meeting of the Company if required) to proceed with the Private Placement and to issue the New Shares, (ii) payment being received for the Offer Shares, (iii) registration in NRBE of the share capital increase pertaining to the New Shares, and (iv) the Company's shares being approved for admittance to trading on Merkur Market (jointly referred to as the "Conditions").

VPS account: Any allocation of Offer Shares in the Private Placement is conditional upon the Applicant holding a VPS account. The VPS account number must be stated in the Application Agreement. VPS accounts can be established with authorized VPS account operators, who can be Norwegian banks, authorized securities brokers in Norway and Norwegian branches of credit institutions established within the EEA. Establishment of a VPS account requires verification of identity to the VPS account operator in accordance with the Anti-Money Laundering Legislation. However, non-Norwegian investors may use nominee VPS accounts registered in the name of a nominee. The nominee must be authorized by the Financial Supervisory Authority of Norway.

Please note that Applicants must themselves notify changes in registered information on the VPS account directly to the Applicant's account manager, and that the Applicant is responsible for any consequences if correct information is not registered on the VPS account. Notices produced by the VPS (including inter alia notices of allotment) will be sent to the address registered on the VPS account.

Confidentiality: The offer to apply for and subscribe for Offer Shares in the Private Placement is personal and cannot be forwarded or made known to any third party. The Applicant hereby undertakes to keep the contents of the Investor Documentation, including this Application Agreement and any information made available pursuant to it confidential, including but not limited to the fact that any agreement has been entered into until the completion (or cancellation) of the Private Placement has been resolved and publicly announced by the Company, with the exemption for disclosure to applicable authorities as required by law.

SPECIFICATION OF APPLICATION

Please specify the number of Offer Shares or NOK amount of Offer Shares applied for, subject to the price limitations set forth below. If no specification is given below, the “no price limit” option will apply.

Offer Price per Offer Share:	Number of Offer Shares or NOK amount applied for at the stated price limitations⁽¹⁾:	For the use of the Manager
From NOK ____ up to and including NOK ____		
From NOK ____ up to and including NOK ____		
From NOK ____ up to and including NOK ____		
No price limit		

⁽¹⁾ Please state clearly whether the order is in number of Offer Shares or NOK amount. In the event of inconsistency between the total amount (in NOK) and number of Offer Shares specified, the total amount (in NOK) applied for shall prevail when determining size of application.

On the terms and conditions set forth in this Application Agreement (including its Exhibits), the undersigned Applicant hereby irrevocably confirms the Applicant’s request to purchase Offer Shares as stated above if issued by the Company and sold by the Selling Shareholders on the terms set out in the Investor Documentation. The Applicant further confirms that (i) the Applicant is aware that a prospectus has not been prepared in respect of the Private Placement, and (ii) it acknowledges and accepts that only limited due diligence has been carried out by the Manager in connection with the Private Placement, and it does not require the Manager to conduct any further review of the Company, (iii) the Applicant has received and read and understood the Investor Documentation, (iv) the Applicant has made all the necessary investigations and analysis of the Investor Documentation and current publicly available information to arrive at an investment decision on its own, (v) the investment in the Offer Shares is made solely at the Applicant’s own risk, (vi) the Applicant is not subscribing for or purchasing Offer Shares, either on the Applicant’s own account or for the account of others, in contradiction to the selling and transfer restrictions included in Exhibits I and II, (vii) the Applicant has read and understood, and accepts to be bound by, the entire Application Agreement (including the Exhibits), (viii) the Applicant irrevocably authorise the Manager (or someone appointed by it), each acting alone, to subscribe for any New Shares allocated to the undersigned Applicant and enter into and execute any other document and do any other act which the Manager deem necessary or appropriate in conjunction with the registration of the Allocated Shares on the Applicant’s account in VPS, and (ix) to the extent the purchase amount for the Allocated Shares is payable or paid by the Applicant to an interim account of the Manager, the Applicant irrevocably authorizes and instructs the Manager or its appointed representative, each acting alone, to release such amount to the Company upon the satisfaction of the Conditions.

Application date and place

Must be dated in the Application Period

Binding signature

The Applicant must have legal capacity. When signing by authorisation, documentation in form of company certificate or power of attorney must be enclosed

INFORMATION ON THE APPLICANT – ALL FIELDS MUST BE COMPLETED

First name	
Surname/company	
VPS account number	
Street address	
Post code/district/ country	
Personal ID number/ organization number	
LEI number ¹	
Nationality	
E-mail address	
Daytime telephone number	

¹ LEI is a 20-character alphanumeric code assigned to uniquely identify a legal entity that is a counterparty to a financial transaction.

Please note: if the Application Agreement is sent to the Manager by e-mail, the e-mail will be unsecured unless the Applicant itself takes measures to secure it. The Application Agreement may contain sensitive information, including national identification numbers, and the Manager recommend the Applicant to send the Application Agreement to the Manager in a secured e-mail. **Please refer to Exhibit I for further information on the Manager' processing of personal data.**

EXHIBIT I

Terms and Conditions of Application

Information/ risks/ representations and warranties: The Applicant confirms that it has sufficient knowledge, sophistication and experience in financial and business matters to be capable of evaluating the merits and risks of an investment decision in the Company by applying for and purchasing Offer Shares, and the Applicant is able to bear the economic risk, and to withstand a complete loss of an investment in the Offer Shares. The Applicant confirms that it has received the Investor Documentation and that it has had access to such financial and other information concerning the Company and the Offer Shares as the Applicant has deemed necessary or desirable in connection with the application for and purchase of the Offer Shares, and has made such investigation with respect thereto as it deems necessary. The Applicant has made its own assessment of the Company, the Offer Shares and the terms of the Private Placement based only on (i) the Investor Documentation and (ii) by other means, and, to the extent deemed necessary by the Applicant having consulted with its own independent advisors, the Applicant has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relating to its investment in the Offer Shares. The Applicant confirms that other than as set out in the Investor Documentation (for which the Company alone is responsible), it has not relied on representations, warranties, opinions, projections, financial or other information or analysis, if any, supplied to it by any representative of the Company, the Selling Shareholders or the Manager or any of their respective affiliates. The Manager expressly disclaim liability in connection with the Applicant's participation in the Private Placement and the Applicant understands and expressly agrees that it is applying for Offer Shares on this basis. The Applicant is aware that its ability to make claims against the Company after registration of the share capital increase pertaining to the Private Placement with the NRBE is severely limited by law. The Applicant is aware that neither the Manager or any of their affiliates, nor any person acting on their behalf, are making any recommendations to it or advising it regarding the suitability or merits of any transactions it may enter into in connection with the Private Placement and that participation in the Private Placement is on the basis that it is not and will not be a client of the Manager and that the Manager have no duties or responsibilities to any Applicant for providing the protections afforded to their clients or for providing advice in relation to the Private Placement nor in respect of any representations, warranties, undertakings or indemnities contained in the Investor Documentation nor for the exercise or performance of any of the Manager's rights and obligations thereunder. The Applicant further confirms and accepts that all commitments, acceptances, confirmations, representations, warranties and undertakings given by the Applicant pursuant to this Application Agreement are given for the benefit of the Company, the Selling Shareholders and the Manager and may be enforced against the Applicant by each of the Company, the Selling Shareholders and the Manager. The Applicant is aware that no prospectus has been or will be prepared in accordance with the EU Prospectus Regulation as part of this Private Placement, and even though a prospectus may be published in the future, the Applicant confirms that it has not had access to such a prospectus when entering into this Application Agreement. The Applicant accepts that it will remain bound by this Application Agreement following the publication of any such prospectus regardless of its content and new information which may be contained therein. Further, the Applicant is aware that an admission document shall be prepared in connection with the contemplated admission to trading of the Company's shares on Merkur Market, and that the Applicant has not had access to such admission document or a draft of it when entering into this Application Agreement, and that the Applicant will remain bound by this Application Agreement following the publication of such admission document regardless of its content and any new information which may be contained therein. The Applicant further acknowledges and accepts the risks associated with the fact that the Manager have taken only limited steps to verify the information in the Investor Documentation, such limited steps including a limited due diligence review of certain matters, obtaining certain customary written and oral confirmations from the Company, including a declaration of completeness signed on behalf of the Company and a bring down due diligence call.

Investing in the Company includes a high degree of risk and such investment is suitable only for investors who understand such risks and are prepared to lose all of their investments. See the Investor Presentation for a non-exhaustive overview of certain risks related to an investment in the Company.

Selling and transfer restrictions:

General: This Application Agreement does not constitute an offer to sell or a solicitation of an offer to buy Offer Shares in any jurisdiction in which such offer or solicitation is unlawful or where this would require registration, publication or similar action.

United States: There will be no public offer of the Offer Shares in the United States. The Offer Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or under the securities law of any state or other jurisdiction of the United States and may not be reoffered, resold, pledged or otherwise transferred, directly or indirectly, except pursuant to an applicable exemption from the registration requirements of the U.S. Securities Act and in compliance with the securities laws of any state or other jurisdiction of the United States. An Applicant in the United States or who is a "U.S. Person" (within the meaning of Regulation S under the U.S. Securities Act), may not execute this Application Agreement or otherwise take steps in order to subscribe or purchase Offer Shares unless (A) the applicant is a registered client with a Manager as (i) a "qualified institutional buyer" ("QIB") as defined in Rule 144A under the U.S. Securities Act, or (ii) a "major U.S. institutional investor" as defined in SEC Rule 15a-6 to the United States Exchange Act of 1934, or (B) the applicant (i) confirms that it is a QIB acquiring the Offer Shares for its own account or for one or more accounts, each of which is a QIB, in a transaction exempt from the registration requirements under the U.S. Securities Act and (ii) executes and delivers a U.S. investor representation letter (the form of which is attached as Exhibit II to this Application Agreement) to a Manager. The Offer Shares are "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act and may not be deposited into any unrestricted depository receipt facility in the United States, unless at the time of deposit the Offer Shares are no longer "restricted securities". The Offer Shares may not be reoffered, resold, pledged or otherwise transferred, except (a) outside the United States in accordance with Rule 903 or Rule 904 of Regulation S, as applicable or (b) pursuant to an applicable exemption from the registration requirements of the U.S. Securities Act and subject to the provisions of the U.S. investor representation letter.

Canada: The distribution of the Offer Shares in Canada is being made only on a private-placement basis, thus exempting it from the requirement that the Company prepare and file a prospectus with the applicable securities regulatory authorities. The Offer Shares are being offered in those jurisdictions and to those persons where and to whom they may lawfully be offered for sale, and therein only by persons permitted to sell such securities. Each Canadian purchaser who purchases Offer Shares must be entitled under applicable securities laws to purchase such securities without the benefit of a prospectus qualified under such securities laws; must be an "accredited investor" within the meaning of National Instrument 45-106 – Prospectus and Registration Exemptions and purchasing the Offer Shares as principal or deemed principal for its own account; and must be a "permitted client" within the meaning of National Instrument 31-103 – Registration Requirements and Exemptions. There is currently no public market for the Offer Shares in Canada and any resale of the Offer Shares in Canada must be made in accordance with applicable securities laws.

United Kingdom: Each UK Applicant confirms that it understands that the Private Placement has only been communicated (a) to persons who have professional experience, knowledge and expertise in matters relating to investments and are "investment professionals" for the purposes of article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (all such persons being referred to as "relevant persons") and (b) only in circumstances where, in accordance with section 86(1)(c) and (d) of the Financial and Services Markets Act 2000 ("FSMA"), the requirement to provide an approved prospectus in accordance with the requirement under section 85 FSMA does not apply as the minimum denomination of and purchase for the Offer Shares exceeds EUR 100,000 or an equivalent amount. Any application or purchase for the Offer Shares is available only to relevant persons and will be engaged in only with relevant persons and each UK Applicant warrants that it is a relevant person.

European Economic Area: This document is not a prospectus as defined in the Prospectus Regulation and has not been approved or reviewed by any governmental authority or stock exchange in any jurisdiction. This Application Agreement has been prepared on the basis that all offers of Offer Shares will be made pursuant to an exemption under the Prospectus Regulation, as implemented in member states of the European Economic Area ("EEA"), from the requirement to produce a prospectus for offers of Offer Shares. Accordingly, any person making or intending to make any offer within the EEA of Offer Shares which is the subject of the Private Placement contemplated in the Investor Documentation should only do so in circumstances in which no obligation arises for the Company, the Manager or the Selling Shareholders to produce a prospectus for such offer. Neither the Company, the Manager nor the Selling Shareholders have authorized, nor do they authorize, the making of any offer of Offer Shares through any financial intermediary, other than offers made by the Manager. The "Prospectus Regulation" means Regulation 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended, as implemented in the relevant member state of the EEA.

Australia and Japan: The Offer Shares will not be registered under the applicable securities laws of Australia or Japan and may not be offered, sold, resold or delivered, directly or indirectly, in or into Australia or Japan except pursuant to an applicable exemption from applicable securities laws.

Regulatory issues: As the Manager are required to categorize all new customers in one of three customer categories; eligible counterparties, professional and non-professional clients. All investors that are applying for Offer Shares in the Private Placement and which are not existing clients of a Manager will be categorized as non-professional clients unless otherwise is communicated in writing by the relevant Manager. For further information about the categorization the Applicant may contact any of the Manager.

Personal data: The Applicant confirms that it has been provided information regarding the Manager' processing of personal data, and that it is informed that the Manager will process the Applicant's personal data in order to manage and carry out the Private Placement and the application from the Applicant, and to comply with statutory requirements.

The data controllers who are responsible for the processing of personal data are the Manager. The processing of personal data is necessary in order to fulfil the application and to meet legal obligations. The Norwegian Securities Trading Act and the Norwegian Money Laundering Act require that the Manager process and store information about clients and trades, and control and document activities. The Applicant's data will be processed confidentially, but if it is necessary in relation to the purposes, the personal data may be shared between the Manager, with the company(ies) participating in the offering, with companies within the Manager' groups, VPS, stock exchanges and/or public authorities. The personal data will be processed as long as necessary for the purposes, and will subsequently be deleted unless there is a statutory duty to keep it. If the Manager transfer personal data to countries outside the EEA, that have not been approved by the EU Commission, the Manager will make sure the transfer takes place in accordance with the legal mechanisms protecting the personal data, for example the EU Standard Contractual Clauses.

As a data subject, the Applicants have several legal rights. This includes i.e. the right to access its personal data, and a right to request that incorrect information is corrected. In certain instances, the Applicants will have the right to impose restrictions on the processing or demand that the information is deleted. The Applicants may also complain to a supervisory authority if they find that the Manager' processing is in breach of the law. Supplementary information on processing of personal data and the Applicants' rights can be found at the Manager' websites.

Target market: The target market for the Private Placement is non-professional, professional and other eligible counterparties. Negative target market: An investment in the Company's shares is not compatible with investors looking for full capital protection or full repayment of the amount invested or having no risk tolerance, or investors requiring a fully guaranteed income or fully predictable return profile.

Manager' consideration: The Manager will receive consideration from the Company and the Selling Shareholders for carrying out its assignment as Manager.

Information exchange and barriers: The Applicant acknowledges that there is a duty of secrecy between the different units of a Manager as well as between a Manager and the other entities in a Manager's group. This may entail that other employees of each of the Manager or the Manager's group may have information that may be relevant to the Applicant, but which a Manager will not have access to in its capacity as Manager for the Private Placement. Each of the Manager is further part of a securities firm that offers a broad range of investment services. In order to ensure that assignments undertaken in certain departments are kept confidential, the other activities, including analysis and stock broking, are separated from the respective departments by information walls. The Applicant acknowledges that the analysis and stock broking activity within the securities firm may conflict with the Applicant's interests with regard to transactions in the Offer Shares as a consequence of such information walls.

Mandatory anti-money laundering procedures: The Private Placement is subject to applicable anti-money laundering legislation, including the Norwegian Money Laundering Act of 1 June 2018 no. 23 and the Norwegian Money Laundering Regulation of 14 September 2018 no. 1324 (collectively the "Anti-Money Laundering Legislation"). Applicants who are not registered as existing customers of a Manager must verify their identity to the Manager in accordance with requirements of the Anti-Money Laundering Legislation, unless an exemption is available. Applicants who have designated an existing Norwegian bank account and an existing VPS account on the Application Agreement are exempted, unless verification of identity is requested by a Manager. Applicants who have not completed the required verification of identity prior to the expiry of the Application Period will not be allocated Offer Shares.

Commission: It is not allowed to apply for or purchase Offer Shares by commission or similar arrangements.

Cancellation: The Applicant acknowledges that the Private Placement will be cancelled if the Conditions are not fulfilled, and may be cancelled by the Company in its sole discretion at any time and for any other reason. Neither the Manager, the Selling Shareholders nor the Company will be liable for any losses if the Private Placement is cancelled, irrespective of the reason for such cancellation.

Relation to law, regulations and by-laws: The Applicant has full power and authority to execute and deliver the Application Agreement and to approve these terms and conditions and to apply for and purchase the Offer Shares and is authorized to pay all amounts it has committed to pay subject to the satisfaction of the terms stated herein for completion of the Private Placement. The execution and delivery of the Application Agreement has been authorized by all necessary action by Applicant or on Applicant's behalf, and the Application Agreement represents valid and binding obligations, enforceable against the Applicant in accordance with its terms. The Applicant bears the full risk for its legal ability to apply for, subscribe, purchase and own Offer Shares in the Company, and its monetary liability under this undertaking will not cease to be effective in the event that purchase and ownership of the Offer Shares would be illegal due to applicable statutory law and regulations. In such event, the Applicant shall fulfil the payment obligations that have been effected and will designate a third party to whom the Offer Shares are to be issued.

Limitation of liability: The Manager hereby expressly disclaims any liability whatsoever towards the Applicant in connection with the Private Placement and the Applicant understands and expressly agrees that it is applying for and purchasing Offer Shares on this basis. The Manager make no undertaking, representation or warranty, express or implied, to the Applicant regarding the accuracy or completeness of the Investor Documentation and any other information (whether written or oral), concerning the Company, the Offer Shares or the Private Placement received by the Applicant whether such information was received through the Manager or otherwise, and the Applicant acknowledges by the Applicant's application that the Applicant has not been induced to enter into this Application Agreement by any representation, warranty or undertaking by any of the aforementioned.

Overdue and missing payments: Overdue payments will be charged with interest at the applicable rate under the Norwegian Act on Interest on Overdue Payment of 17 December 1976 No. 100; 8% per annum as of the date of this Application Agreement. If the Applicant fails to comply with the terms of payment or should payments not be made when due, the Applicant will remain liable for payment of the Offer Shares allocated to it and the Offer Shares allocated to such Applicant will not be delivered to the Applicant. In such case the Company, the Selling Shareholders and

the Manager reserve the right to, at any time and at the risk and cost of the Applicant, re-allot, cancel or reduce the application and the allocation of the allocated Offer Shares, or, if payment has not been received by the third day after the Payment Date, without further notice sell, assume ownership to or otherwise dispose of the allocated Offer Shares in accordance with applicable law. If Offer Shares are sold on behalf of the Applicant, such sale will be for the Applicant's account and risk and the Applicant will be liable for any loss, costs, charges and expenses suffered or incurred by the Company and/or any Manager as a result of, or in connection with, such sales. The Company, the Selling Shareholders and/or the Manager may enforce payment for any amounts outstanding in accordance with applicable law.

Third party rights: This Application Agreement is entered into between the Applicant and the Company, and provides the Manager with rights and entitlements as a third party in so far as are stipulated herein.

Governing law: The Private Placement and all related Investor Documentation shall be governed by Norwegian law, and any disputes (whether contractual or non-contractual) which cannot be solved amicably, shall be referred to the exclusive jurisdiction of the ordinary courts of Norway with Oslo District Court as legal venue. However, the Applicant agrees that the Company and each of the Manager may at their sole discretion alternatively bring a claim against the Applicant for payment of the Offer Shares allocated to it and/or any loss they may have suffered in the jurisdiction of the Applicant and/or in such other jurisdiction as a claim against the Applicant may be pursued.

EXHIBIT II

**Additional Representations and Warranties Required for U.S. persons or
for Applicants Acquiring Offer Shares in the United States**

The Applicant hereby represents and warrants that

- (i) the Applicant is a “qualified institutional buyer” (“QIB”) as defined under Rule 144A under the U.S. Securities Act;
- (ii) the Applicant is aware that the Offer Shares are being offered and sold to the Applicant in reliance on applicable exemptions from the registration requirements of the U.S. Securities Act for non-public offerings;
- (iii) the Applicant is acquiring the Offer Shares for its own account or for the account of a QIB with respect to which the Applicant exercises investment discretion for investment purposes;
- (iv) the Applicant understands that the Offer Shares have not been and will not be registered under the U.S. Securities Act and will be “restricted securities” (as defined in Rule 144 under the U.S. Securities Act) and that such Offer Shares may not be reoffered, resold, pledged or otherwise transferred, except (A) outside the United States in an offshore transaction, as defined in, and meeting the requirements of, Regulation S under the U.S. Securities Act, (B) to a person who the Applicant reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (C) pursuant to an exemption from registration under the U.S. Securities Act provided by Rule 144 thereunder (if available) or otherwise, or (D) pursuant to an effective registration statement under the U.S. Securities Act, in each case in accordance with any applicable securities laws of any state of the United States or other applicable jurisdiction;
- (v) the Applicant has had access to and has received such financial and other information regarding the Company, the Offer Shares and the Private Placement as the Applicant deems necessary in order to make its investment decision to subscribe for the Offer Shares, including, but not limited to, reviewing the Company’s periodic reports and other filings to the date hereof as displayed on the Company’s web site. If the Applicant has had any questions regarding the Company or the Offer Shares, the Applicant has asked these questions and has received satisfactory answers from representatives of the Company. The Applicant has not relied on representations, warranties, opinions, projections, financial or other information or analysis, if any, supplied to it by any person other than the Company or any of its affiliates;
- (vi) the Applicant is a sophisticated investor and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Offer Shares and the Applicant is able to bear the economic risks of such an investment, including the loss of its entire investment. In the normal course of its business, the Applicant invests in or purchases securities similar to the Offer Shares. The Applicant is aware that it may be required to bear the economic risk of an investment in the Offer Shares for an indefinite period of time, and it is able to bear such risk. The Applicant has not been formed for the specific purpose of acquiring the Offer Shares;
- (vii) the Applicant has relied upon its own tax, legal and financial advisers in connection with its decision to purchase Offer Shares and believes that an investment in the Offer Shares is suitable for the Applicant based upon the Applicant’s investment objectives, financial needs and personal contingencies; the Applicant has no need for liquidity of investment with respect to the Offer Shares;
- (viii) the Applicant is acquiring the Offer Shares for investment purposes only and not with a view to or for the purposes of resale, distribution or fractionalization, in whole or in part, thereof in violation of the U.S. securities laws. The Applicant has no agreement, understanding or intention to distribute, resell, pledge or otherwise transfer the Offer Shares or any part thereof, directly or indirectly, in the United States or to any U.S. persons;
- (ix) the Applicant agrees that so long as the Offer Shares are “restricted securities” as defined in Rule 144 under the U.S. Securities Act, it shall notify each transferee of Offer Shares from it that (a) such Offer Shares have not been registered under the U.S. Securities Act; (b) such Offer Shares are subject to the restrictions on the resale or other transfer thereof described above; (c) such transferee shall be deemed to have represented (i) as to its status as a applicant acquiring the Offer Shares in an offshore transaction pursuant to Regulation S under the U.S. Securities Act or in a transaction that does not require registration under the U.S. Securities Act or any applicable laws of the states of the United States and (ii) that such transferee is not an “underwriter” within the meaning of Section 2(a)(11) of the U.S. Securities Act; and (d) such transferee shall be deemed to have agreed to notify its subsequent transferees as to the foregoing; and
- (x) the Applicant acknowledges that it has not purchased the Offer Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

Signature of Applicant *

***Only Applicants who are U.S. persons or who are acquiring Offer Shares in the United States are required to make the representations and warranties set forth in this Exhibit II.**