

**GENERAL BUSINESS TERMS AND CONTITIONS  
FOR  
NRP FINANS AS  
LAST AMENDED OCTOBER 1st 2013**

These general business terms and conditions (the "Business Terms") are prepared in accordance with the Norwegian Securities Trading Act of 29 June 2007 No. 75 (the "STA") and its regulations.

Terms defined in the STA shall have the same meaning when used in the terms and conditions below.

Any clients of NRP Finans AS ("NRP Finance") are deemed to have accepted these Business Terms as binding for themselves when they, having received the terms, place orders, enter into agreements or carry out transactions with NRP Finance.

## **1 NRP FINANCE IN BRIEF**

NRP Finans AS

Organisation no. 987 994 320

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For further information on direct communication with NRP Finance, please see item 26 below.

### **1.1 Which services NRP Finance is authorised to provide**

#### **1.1.1 NRP Finance is authorised to provide the following services**

1. reception and communication of orders on behalf of clients in connection with one or more financial instruments,
2. execution of orders on behalf of clients,
5. investment advice,
6. placement of public offerings as mentioned in Chapter 7 of the STA, placements of emissions, as well as issuing of guarantees for the underwriting of emissions or offers to purchase financial instruments.

#### **1.1.2 NRP Finance will also provide the following services:**

3. advice to undertakings on capital structure, industrial strategy and related questions, as well as advice and services relating to mergers and acquisitions of undertakings,

5. preparation and dissemination of investment advice, financial analysis and other forms of general recommendations relating to transactions in financial instruments;
6. services related to underwriting.

## **2 SUPERVISORY AUTHORITY**

NRP Finance is under supervision of the Financial Supervisory Authority of Norway (the "Financial Supervisory Authority")<sup>1</sup>

## **3 THE SCOPE OF THE GENERAL BUSINESS TERMS**

The Business Terms apply to NRP Finance investment services and related services as well as services regarding transactions in financial instruments. The Business Terms also apply to shares in limited partnerships (KS), general partnerships (ANS), internal partnerships (IS) and similar entities unless otherwise expressly stated.

In these Business Terms, the "Client" shall mean any investor, shareholder, co-owner, principal, counterparty etc.. standing in a legal relationship with NRP Finance due to NRP Finance investment services or similar activities.

The "Principal" shall mean the issuer company, another company or persons who has entered into management agreements with the NRP Finance with the aim that NRP Finance will assist the person concerned in the arrangement of emissions of financial instruments and/or shares in KS, ANS, IS and similar companies or by purchase or sale of companies or businesses/Corporate Finance activities.

Any Client, including Principals, is initially comprised by the STA provisions on consumer protection, but the extent of customer protection depends on whether the Client/Principal is classified as a non-professional client, professional client or eligible counterparty.

The following circumstances may initiate the entering into a separate agreement or an additional agreement:

1. services in connection with guarantees for underwriting of emissions and other public offerings, including placement of emissions or offers and services in connection with mergers and acquisitions (Project Agreement)
2. trading and settlement.

The Business Terms apply in addition to the specific agreements entered into between NRP Finance and the Client. In case of conflict between such agreements as mentioned in the previous paragraph and the Business Terms, the agreements shall prevail.

In addition to the above mentioned, the services referred to in item 1.1.2 may be regulated by the STA, the Securities Register Act, the Exchange Act, the Private Limited Companies Act and the Public Limited Companies Act, the Companies Act, the Sale of Goods Act, the Contracts Act, the Right of Cancellation Act and other relevant legislation.

NRP Finance is also obliged to follow the rules of good business practice pursuant to section 3-9 and 10-11 of the Securities Trading Act and as they are interpreted by the Financial Supervisory Authority.

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<sup>1</sup> Address: Revierstredet 3, P.O. Box 1187 Sentrum, NO-0107 Oslo, Norway

NRP Finance also has internal guidelines to ensure that ethical standards are followed and that conflicts of interest are sought prevented.

#### **4 CLIENT CLASSIFICATION**

According to the STA, NRP Finance is required to classify its Clients into client categories, respectively, non-professional and professional clients, including eligible counterparties. There are provisions in the STA and regulations on how categorization should happen.

The classification is of importance for the extent of the client protection. There are stricter requirements for, amongst others, information and reporting to Clients classified as non-professionals than for Clients classified as professionals. Furthermore, pursuant to the STA, NRP Finance is obligated to collect information about Clients to evaluate if the service and/or the financial instruments are fit and/or appropriate for the Client, in regulations referred to as fitness test and appropriateness test. Classification is of importance for the scope of these tests and the assessment of what will be the "best execution" when trades are executed for the Client, see item 7.3.3.

The Client may request NRP Finance to change the client classification. Information on such reclassification and the consequences of such can be obtained by request to NRP Finance.

#### **5 THE CLIENTS' RESPONSIBILITY FOR INFORMATION GIVEN TO NRP FINANCE, POWER OF ATTORNEYS ETC.**

In order to meet the requirements of the STA to conduct a fitness and appropriateness test, NRP Finance is obligated to obtain information from the Client. The Client undertakes to provide NRP Finance with adequate and accurate information about their own financial situation, investment experience and investment objectives relevant to the required services and financial instruments/products (including shares in general partnerships, KS or IS). The Client also undertakes to inform NRP Finance of any significant changes in the information previously provided.

The Client acknowledges that NRP Finance is entitled to base its assessment of whether the service or financial instrument/product (including shares in general partnerships, KS or IS) is fit or appropriate for the Client on the information provided by the Client, and will in general not conduct its own investigations.

Furthermore, the Client acknowledges that in case NRP Finance is not given sufficient information, NRP Finance may not determine whether the service or financial instrument/product (including shares in general partnerships, KS or IS) is appropriate or fit for the Client. In respect of investment advisory, the Client will then be informed that the specific recommendation cannot be given. Compared to other investment services, the Client will in such cases be informed that the information submitted to NRP Finance is inadequate and that the service or product is to be regarded as inappropriate. If the Client, despite such warning, still wants the service or product, it may still be executed.

The Client warrants that its own trading/instruction and settlement is in accordance with and within the permits and authorizations that may apply to the Clients trading in financial instruments or shares in general partnerships, KS or IS. At the request of NRP Finance, the Client shall evidence such permits and authorizations.

If the client is a foreign entity, NRP Finance reserves the right to, at the Client's expense, require a reasoned legal opinion on the Clients permits and authorizations to enter into the specific trade.

The Client shall give NRP Finance an overview of the person or persons that may place orders, execute trades, enter into other agreements relating to financial instruments/products (including shares in general partnerships, KS or IS) or that are authorized to accept trades on behalf on the Client. Trade or acceptances from these persons are binding on the Client unless NRP Finance was not in good faith with respect to the authorizations of the specific persons. The Client is at all times responsible to keep NRP Finance updated with respect to who may place orders or accept a trade for the Client. NRP Finance will not accept authorizations that specify limits for the individual Client's trading, unless this is previously agreed in writing. The Client undertakes to ensure that the assets and financial instruments that are subject to the individual assignment is free from encumbrances of any kind, such as mortgages, security interests (liens), arrests, etc.. The same applies to cases in which the Client act as an agent for a third party.

The above mentioned provisions on the Client's liability shall apply correspondingly to the relationship between NRP Finance and the Client relating to shares in KS, ANS, IS and similar entities.

## **6 THE CLIENTS OWN RISK AND LIABILITY**

The Client acknowledges that investments and trading in financial instruments and related instruments, including shares in general partnerships, KS or IS is associated with the risk of loss. The value of the invested capital may increase or decrease. The value of the financial instruments or the shares in general partnerships, KS or IS partly depends on fluctuations in the financial markets. Historical developments and profits cannot be used as a reliable indicator of future development and profits of financial instruments and shares in general partnerships, KS or IS. For more detailed information on the characteristics of the various financial instruments and shares in general partnerships, KS or IS, as well as the risks associated with trading in various financial instruments or shares in general partnerships, KS or IS, reference is made to the information letter and similar, which is prepared for each product. This material will be sent to the Client prior to NRP Finance's delivery of services to the Client if this is required.

The Client himself must evaluate the risk associated with that particular instrument/product and market.

The Client should refrain from investing and trading in financial instruments, shares in general partnerships, KS or IS and other related instruments if the Client himself does not understand the risks associated with such investments or trade. The Client is urged to seek the advice of NRP Finance and other relevant advisers and, as necessary, seek additional information in the market before making a decision.

Unless it has been agreed with the Client or otherwise expressly stated, NRP Finance will not provide investment advice to the Client. All trades conducted after the Client has been advised by NRP Finance are done at the Client's own responsibility and at the Client's own discretion and decision. NRP Finance does not under any circumstances accept responsibility for the advice given if the Client wholly or partially deviates from the advice given by NRP Finance. NRP Finance does not guarantee any specific outcome from a trade.

The Client is responsible to ensure that the Client complies with all applicable requirements stated in the law, the Business Terms and otherwise complies with the rules, terms and conditions that at any time apply to the individual trading system under which trades are made. The same applies to

settlement and clearing through the relevant settlement or clearing centrals.

The Client must exercise a special responsibility to ensure that the activities of the Client do not conflict with the provisions of insider trading, market manipulation and good business practice.

## **7 ORDERS AND ASSIGNMENTS**

### **7.1 Arrangement and advise**

7.1.1 The legal relationship between NRP Finance and its Clients participating in arrangements of projects and emissions.

The responsibility and role of NRP Finance in the arrangement of projects and emissions is governed by these Business Terms as well as by the laws applicable to of the particular placement.

NRP Finance does not offer active management, and thus the transactions carried out by the Client after obtaining advice from the NRP Finance happens at the Client's own discretion and decision.

NRP Finance will prepare prospectus, information memorandum or other subscription material for each emission. NRP Finance's liability for such material is governed by the provisions of item 17 of the Business Terms, unless otherwise provided in the subscription document.

Subscription in AS/ASA shall be subject to the provisions of the Private- and Public Limited Companies Act, in the minutes of the capital increase or in a separate subscription document/prospectus.

Subscription in other companies, including general partnerships, KS or IS is subject to the rules applicable for the company in question and specifically adapted procedures, normally by NRP Finance being authorized by the Client to sign the partnership agreement on behalf of the Client.

NRP Finance will send notifications of allocation to all Clients who have subscribed for and are allocated with financial instruments or partnership interests in general partnerships, KS or IS where NRP Finance is the arranger.

NRP Finance will not advance the Clients payment of the subscription amount. Subscription amounts received will be placed in a separate emission-account or Client-account until the funds are transferred together to the issuing company. For certain products NRP Finance will ensure that third parties (usually a bank or other investment firms) draws the subscription amount from the Client's accounts to be transferred to the issuing company at a later stage, upon the Clients authorization.

Otherwise the Private Limited Companies Act/the Public Limited Companies Act/the Companies Act shall apply, in respect of payment defaults, registration of the emission, invalidity objections etc.

#### **7.1.2 Conflict of interest**

When NRP Finance is the arranger or advisor of emissions where Clients of NRP Finance participate, NRP Finance will ensure that both the Principal and the relevant Client is given a fair treatment. In such cases, NRP Finance will act as the engaged party of the issuer, but at the same time aspire to ensure that the Clients are given proper professional advice and that neither the Clients nor the Principal benefits at the expense of the other in an unjustifiable manner.

## **7.2 Purchase and sale of businesses**

### **7.2.1 The relationship with the principal**

NRP Finance shall actively assist Principals and Clients in purchasing and selling of businesses (companies and businesses etc.) with an emphasis on counseling and "corporate finance" assistance to potential sellers.

The assignment shall be further regulated in an agreement between the NRP and the Principal.

The principal agreement shall be entered into when the assignment is received by NRP Finance.

### **7.2.2 Conflict of interest**

NRP Finance shall inform both parties if the company assists both the buyer and seller in a transaction regarding sale of a business or a company.

NRP Finance will endeavor that all parties to a transaction is given a fair treatment and proper professional advice and is not benefited at the expense of another in an unjustifiable manner.

### **7.2.3 Completion of sale and purchase**

Orders are placed in accordance with the provisions of the Business Terms or according to a special agreement.

The rights and obligations of the parties between purchase and sale shall be regulated in special sale and purchase agreements.

NRP Finance shall not be a party to the purchase agreement and will not be responsible for any settlement.

## **7.3 Orders from Clients**

### **7.3.1 Placing and acceptance of orders and conclusion of agreement**

Orders from the Client may be submitted orally by telephone, alternatively in writing by e-mail or by fax to NRP Finance as agreed and as described in prospectuses and other information prepared in connection with transactions in financial instruments. The order is binding on the Client when the order has reached NRP Finance, unless otherwise is agreed.

NRP Finance will record all investment services including orders and indications of orders to buy, sell or subscribe to financial instruments that are placed by telephone. NRP Finance is unable to carry out orders or indications that are submitted on phones that are not connected to audio equipment. Sound recordings and other documentation of agreements, orders and indications of orders placed by other means, will be stored by NRP Finance.

Sound recordings will be kept for a period that is in accordance with applicable law, calculated from the day of the recording and will normally be deleted after the end of the required retention period. Sound recordings of the individual client may be traced by searching for, among other things, the time of the call, the telephone number dialed/the telephone number called from and employees of NRP Finance who received the order. NRP Finance may be required to disclose sound recordings to public authorities and others that may require it by law.

NRP Finance will not be obliged to carry out orders or enter into agreements that NRP Finance

assumes may lead to a violation of public law. Furthermore, NRP Finance is not obliged to carry out orders that are placed/submitted and received before a client agreement is executed, client classification and fitness test/appropriateness test is conducted.

To the extent that it would be relevant to make trades in financial instruments listed on the Oslo Stock Exchange/Oslo Axess, reference is made to the prevailing trade rules for these marketplaces in the relationship between the Client and NRP Finance. These rules concerns the registration of orders and trades in the trading system, including which order conditions that generally may be used and the detailed rules for priority and validity etc.. In this connection see [www.oslobors.no](http://www.oslobors.no) or [www.osloaxess.no](http://www.osloaxess.no).

If it becomes necessary to execute trades in another Norwegian or foreign marketplace, the rules that apply to such market place shall apply accordingly in the relationship between the Client and NRP Finance.

#### 7.3.2 Assignment period for orders

The assignment period for orders for subscription of unlisted financial instruments, shares in KS, ANS, IS and similar entities is included in the subscription document for the relevant emission/project.

The assignment period for orders related to secondhand trades in unlisted financial instruments, shares KS, ANS, IS and similar entities, is one month, unless otherwise is stated in agreements between the Client and NRP Finance.

#### 7.3.3 Guidelines for execution of orders

NRP Finance will seek to ensure that the Client is given the best possible terms for the execution of orders received during the assignment period. NRP Finance has issued guidelines for execution of orders. Trades will be conducted in accordance with these guidelines unless the the Client has given specific instructions on how the trade shall be conducted. In these cases, the order will be executed in accordance with such instructions.

The "guidelines for execution of orders" must be approved specifically by the Client before NRP Finance may execute the order on behalf of the Client.

NRP Finance reserves the right to aggregate the Client's orders with orders from other clients, persons or companies that are or are not associated with NRP Finance as described in the guidelines for execution of orders. Aggregation of orders may take place if it is unlikely that aggregation in general will be to the disadvantage of the Clients. However, the Client acknowledges that the aggregation may lead to a disadvantage in individual cases.

Orders from clients that normally trade for the account of others, i.e. on behalf of their employer or other person or entity, will be rejected if the Client upon placing of orders does not clearly specify for whose account the order is placed. If the Client places an order on his own account and on the account of his employer or any other person or entity at the same time, NRP Finance will prioritize the order form which the Principal is represented.

#### 7.3.4 Cancellation of orders and trade

Unlisted financial instruments and shares in KS, ANS, IS and similar entities may only be canceled upon the prior consent of NRP Finance. Such consent depends, amongst other things, on the relation to counterparties.

To the extent that it would be relevant, reference is made to the applicable rules for trading on Oslo Børs/Oslo Axess under which Oslo Børs/Oslo Axess, subject to certain conditions, may cancel orders and trades of listed financial instruments. Such cancellation may be binding on the Client.

#### **7.4 Delivery and payment (settlement) of financial instruments / company shares in Norway**

##### **First hand trade**

NRP Finance executes orders in financial instruments and shares in general partnerships, KS or IS by arranging for a trade between the Client and potential sellers or buyers, who may have a client relationship with NRP Finance. Settlement and settlement dates are then regulated by a separate agreement.

NRP Finance does not assume any responsibility for timely settlement.

The parties mutually and directly responsible towards each other for the timely delivery of securities and cash settlement on the agreed settlement date. The parties prior consent of each other as counterparties in the trade implies that NRP Finance will have no liability to the parties upon an event of default relating to the execution of the trade, see section 12-1 of the STA.

The seller shall provide the agreed number of financial instruments and shares in general partnerships, KS, IS and similar entities free of encumbrances on the settlement date. Placing of an order for the sale of financial instruments/company shares or acceptance of a purchase offer means, unless otherwise agreed in writing, that NRP Finance is authorized to request the client's account operator to release the relevant financial instruments/instruct the transfer of the relevant company shares to the buyer. The buyer undertakes to make payment of the purchase amount and any broker fees to the Client account of NRP Finance with value-dating per settlement date. To the extent the buyer and the seller performs timely delivery, NRP Finance will provide technical assistance to complete the settlement. Provided that both the purchase amount and broker's fees are paid to the Client account of NRP Finance with value-dating per settlement date, NRP Finance will instruct the transfer of the relevant shares or other interests general partnerships, KS or IS to the buyer.

NRP Finance does not aim to be the account manager at the Central Securities Depository (the "VPS"), but to the extent it would be necessary in connection with transactions involving VPS-registered financial instruments, NRP Finance will provide notice to the Client's account manager for the transfer of the financial instruments.

For shares in KS, ANS, IS and similar entities, the settlement takes place pursuant to the rules applicable for the company in question and specifically adapted procedures. This normally implies that the Client participates in the founding meeting and subscribe. The Client may also provide NRP Finance with a power of attorney to sign the company agreement on behalf of the Client. The buying Client makes payment to the Client account of NRP Finance for further disbursement to the selling Client, net of expenses and commissions. The Client will not receive a document, hereunder a document called the company share or equivalent as evidence of the ownership. NRP Finance will insert the Client's name in the shareholders book and the Client will receive a confirmation per e-mail, by letter or by other form of written documentation.

##### **Second hand trade**



Any form of second hand trading in financial instruments and shares in KS, ANS, IS and similar entities through NRP Finance is made bilaterally between the parties. The role of NRP Finance is then only as an intermediary.

NRP Finance will in exceptional cases assist with second hand trading in listed financial instruments. NRP Finance will then assist in finding a buyer and to arrange for a bilateral trade between the parties.

Upon second hand trades of general partnerships, KS, IS or similar, the buyer will accede the company agreement through the purchase agreement and the signing of such.

The parties prior consent of each other as counterparties also implies that second hand trading through NRP Finance will not happen anonymously, and that the buyer and the seller upon placing of orders are deemed to consent to the counterparty may be informed of their identity.

## **8 REPORTING OF SERVICES PERFORMED – CONFIRMATION OF AGREEMENTS AND PERFORMED ASSIGNMENTS**

### **First hand trade**

NRP Finance will, by contract note/confirmation or otherwise, inform the Client of the services related to financial instruments that the company has carried out or the agreements that are entered into. Contract note/confirmation may be sent by e-mail to the Client's specified email address. To the extent applicable, the contract note/confirmation will include information on costs associated with the trade carried out for the Client. In addition, the contract note/confirmation will contain information in accordance with the at any time applicable law.

For shares in KS, ANS, IS and similar entities, information about the assignment may be given in other ways and with a different content. If the Client has participated in the conclusion of the agreement, including by direct signing of company agreements, there will normally be no further confirmation of the performed assignments.

Confirmations and agreements to be endorsed by the Client shall immediately after they are received be endorsed and returned to the NRP Finance as stated in the confirmation/agreement or as otherwise agreed with the Client.

NRP Finance reserves the right to correct obvious errors in the contract note or in other confirmation. Such corrections shall be made as soon as the error is discovered.

### **Second hand trade**

Upon second hand trading of financial instruments, confirmation of performed assignment will follow by a contract note or confirmation. Such contract note/confirmation can be sent by e-mail to the Client's stated address and include information on costs and other important information.

Upon second hand trading of company shares, including IS, KS and similar, the reporting will follow from the signed purchase agreement or other confirmation of transfer. This information may be delivered by e-mail.

## 9 COMPLAINT

### First hand trade

If the client has agreed to receive the contract note or other confirmation by e-mail or other electronic media and the Client has not received such confirmation by the end of the next trading/banking day after the agreement is entered into or after the expiry of the assignment period, the Client must immediately notify the company.

If the client has agreed to receive the contract note or other confirmation by ordinary mail and the client has not received such contract note or other confirmation within 7 trading / banking days after the agreement is entered into or after the expiry of the assignment period, the Client must notify the company as soon as possible by the end of the 8th day after the agreement is entered into or after the expiry of the assignment period.

Immediately after receipt of the contract note or any other confirmation, the Client shall control this and notify the appropriate unit in the company as soon as possible if he wishes to claim that some of the statements made in the contract note or the confirmation is in violation of the order, the assignment or the executed trade.

If the Client does not complain as stated above, the Client will be bound by such a contract note/confirmation even if it is not in accordance with the executed agreement/terms of trade.

If delivery to the Client of financial instruments registered in the VPS, has not taken place on the settlement date and the Client has made the necessary funds available to the company, the Client must immediately contact the company and possibly give notice of termination if the Client wishes to invoke the delay as grounds for terminating the agreement.

The term "immediately" in the previous paragraph, means the same day or, in case of complaint or objection could not be submitted within the end of normal office hours – within the end of the next trading day at the latest. The deadline is calculate from the earlier of:

1. the time the Client became or should have become aware that delivery has not happened by inspection of the VPS-account, use of electronic verification system, by notice from the nominee or otherwise.
2. the time for notification of change from the VPS arrived or according to time of ordinary post should have arrived at the address stated by the Client.

If payment to the Client has not happened at the time stated in the agreement and the Client has delivered or made available to the company the financial instruments or the company shares, the Client must immediately contact the company and possibly declare termination towards the company if the Client wishes to invoke the delay as grounds for terminating the agreement. The Client may only terminate the agreement if the delay is material.

For purchase or sale of financial instruments through the company, the ordinary rules of invalidity of agreements apply to the relationship between buyer and seller accordingly. If the client wishes to argue that a contract is not binding due to invalidity, the Client must submit an objection in this regard immediately after the Client became aware or should have become aware of the circumstances cited as grounds for the invalidity. In any case, the objection must be invoked within six months after the agreement is entered into. Such an objection will have such effect in relation to the company as what

follows from the general rules of invalidity of agreements.

An oral complaint or objection shall immediately be confirmed in writing.

In connection with second hand trade where the parties has given their prior consent of each other, NRP Finance has no responsibility for timely settlement and the Client will have to invoke any complaints directly towards its counterparty.

In case the Client has not complained within the period of time that is deemed to be reasonable, the right of complaint is deemed to be lapsed.

Partial delivery to the Client does not give him the right to terminate the agreement unless the Client expressly has reserved for full delivery.

### **Second hand trade**

The provisions above will apply to second hand trade to the extent applicable, provided that NRP Finance acts merely as an intermediary and broker and will thereby not be charged with any counterparty risk or other risks associated with the transfer between the parties as the agreement is made bilaterally inter partes.

## **10 RIGHT OF CANCELLATION**

There is no right of cancellation under the Act on Right of Cancellation<sup>2</sup> for the services and trades in financial instruments and shares in KS, ANS, IS and similar entities that are covered by the Business Terms.

## **11 FOREIGN TRADING, INCLUDING SAFEKEEPING OF CLIENT ASSETS**

For trading in and settlement of foreign financial instruments and shares in KS, ANS, IS and similar entities, reference is made to the trading rules and settlement or delivery terms as stipulated in the country or by the market place where the financial instruments/shares in KS, ANS, IS and similar entities are purchased or sold. Furthermore, reference is made to the separate agreement to be entered into for this type of trade, cf. paragraph 4 of item 2.

If any financial instruments/shares in KS, ANS, IS and similar entities or client funds are maintained in another jurisdiction in connection with the performance of investment services or related services, NRP Finance will inform the Client thereof. The Client acknowledges that its rights in respect of such assets may vary. The Client also acknowledges that any settlement and security provided in foreign markets may imply that the Client's assets that are provided as settlement or security are not kept separate from the funds of the foreign investment firm and/or settlement representatives used by NRP Finance. The Client is aware that he bears the risk of any his own assets that are transferred to foreign banks, investments firms, clearing agents, clearing houses, etc. in the form of settlement or security, and that the liability of NRP Finance towards the Client for such assets is limited in accordance with the laws and regulations in the relevant country or on the relevant market. Notwithstanding, NRP Finance accepts no liability beyond that which is stipulated under Norwegian law, see item 17, unless otherwise is agreed with the Client in writing.

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<sup>2</sup> Act of 21 December 2000 no. 105

## 12 BREACH OF CONTRACT

The Client is considered to have breached his obligations under these Business Terms when, among other things:

1. the delivery of financial instruments/shares in KS, ANS, IS and similar entities or money is not effected within the agreed settlement date or the Client fails to meet any other significant obligation under the Business Terms,
2. the Client enters into a separate agreement with his creditors regarding a deferment of payments, becomes insolvent, enters into debt negotiations in any form, suspends payments, has bankruptcy proceedings initiated against him or is placed under public administration,
3. the Client terminates his activities or substantial parts of these.

In the case of a breach of contract, NRP Finance is entitled but not obliged to:

1. Declare that all unsettled trades have been breached and that assignments which have not been carried out are cancelled and terminated.
2. Exercise its right to retain security pursuant to section 12-2 of the STA.

According to section 12-2 of the STA, NRP Finance is entitled to retain the financial instruments that NRP Finance has purchased for the Client.

In case the Client has not paid the purchase price within the agreed settlement date, NRP Finance may, unless otherwise agreed in writing and without further notification, sell the financial instruments/shares in KS, ANS, IS and similar entities for the Client's account and risk to cover NRP Finance's claim. Such a sale shall preferably happen at market price; normally the stock exchange price for listed instruments or a price that is reasonable with regard to the market's position. Should the financial instruments in question have been transferred to the Client's securities account with the VPS or another corresponding register for financial instruments, the Client is regarded as having released the financial instruments or as having authorised such a release in order for the cover sale to be carried out.

3. Realise assets other than those covered by item 2 above, and the Client is regarded as having agreed to such an enforced sale through an independent broker, cf. section 1-3, second subsection of the Enforcement Act.
4. Close all the positions that are subject to collateral and/or the calculation of a margin.
5. Offset all of NRP Finance's receivables from the Client arising from other financial instruments/shares in KS, ANS, IS and similar entities and/or services, including claims for brokerage, disbursements for taxes and duties, claims for interest, etc., and expenses or losses caused by the Client's breach of one or more obligations to NRP Finance, against any credit balance the Client has with NRP Finance on the date of the breach, irrespective of whether the claims are in the same or different currencies. Claims in foreign currencies are to be converted into NOK at the market rate applicable on the date of the breach of contract.
6. For the Client's account and risk, take the steps NRP Finance deems necessary to cover or reduce the loss or liability arising from agreements entered into for or on behalf of the Client, including reversing transactions.
7. Should the Client fail to deliver the agreed performance or amount, including failing to deliver the financial instruments/shares in KS, ANS, IS and similar entities to NRP Finance at the agreed time, NRP Finance may immediately purchase or borrow financial instruments/shares in KS, ANS, IS and similar entities for the Client's account and risk in order to satisfy its obligation to deliver to the purchaser. Correspondingly, NRP Finance may carry out the actions NRP Finance believes to be necessary to

reduce the loss or liability arising from the Client's breach of a contract with NRP Finance, including actions to reduce the risk of loss related to changes in currency rates, interest rates and other rates or prices to which the Client's trade is linked. The Client undertakes to cover any loss for NRP Finance with the addition of interest on arrears and charges, if any.

8. Demand payment of all costs and losses that NRP Finance has incurred as a result of the Client's breach of contract, including, but not limited to, share price losses in the case of cover sales and reverse transactions, costs incurred in connection with borrowing of financial instruments/shares in KS, ANS, IS and similar entities, interest, losses due to changes in currency rates, interests, etc., and other charges for late delivery.

The provisions of the Sale of Goods Act relating to anticipatory breach, including cancellation in the case of such a breach, will otherwise apply.

In the case of offsetting transactions resulting from a Client's breach or anticipatory breach of contract, the Client bears the risk of price or market fluctuations until the completion of the transaction, however in such a way that any gain does not accrue to the Client, unless the Client can prove that he could have fulfilled his obligation on the settlement date and that the reason for the settlement not taking place cannot be held against him.

### **13 INTEREST UPON BREACH OF CONTRACT**

In the event of a breach of contract by NRP Finance or by the Client, interest is payable at the prevailing interest rate, cf. the Act relating to interest on overdue payments<sup>3</sup>, unless otherwise specifically agreed.

### **14 REMUNERATION**

NRP Finance's remuneration in the form of brokerage, price differences or other will be subject to an individual agreement.

If a trade is not effectuated because the buyer and/or the seller does not accept each other as counterparties in the trade, cf. item 7.1, and the buyer and the seller, or a close associate to the buyer and the seller, enters into an agreement regarding transfer of shares in the same company (including larger or smaller blocks than originally brokered by NRP Finance) within 6 months after the order has lapsed due to non-acceptance of counterparties from the buyer and/or seller, NRP Finance may claim full payment of fees from the buyer and seller according to previously placed sales and/or purchase orders through NRP Finance.

The term close associate shall, in respect of this item, have the same meaning as it is defined at any time in section 2-5 of the STA.

Brokerage is a commission (remuneration) that is added to or deducted from the value of the financial instruments/shares in KS, ANS, IS and similar entities which the Client buys or sells. Brokerage is normally stated as a percentage. Alternatively, the remuneration may be calculated as a part of the aggregated funds raised in connection with the arrangement/project preparation or difference in currency rates, i.e. a markup on the purchase rate or a deduction from the sales rate.

The revenue of NRP Finance in connection with arrangements and order dissemination will as a main

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<sup>3</sup> Act of 17 December 1976 no. 100

rule be charged to the issuing company and not to the Client directly.

Prior to a service being provided, the Client will receive more information on payment conditions and the total expenses the Client is to pay for the individual financial instrument/shares in KS, ANS, IS and similar entities, the investment service or associated services. This shall include information on commissions, charges and all the taxes and duties that are payable via NRP Finance. In case these expenses cannot be stated precisely, the basis for the calculation shall be stated. In addition, it shall be stated whether there may be other charges and/or expenses that are not payable or imposed via NRP Finance.

NRP Finance reserves the right to deduct expenses mentioned in the first paragraph, as well as any taxes, purchase taxes, etc., from the Client's credit balance.

In the event that a trade is not effectuated, NRP Finance will not demand any remuneration unless otherwise is specifically agreed.

## **15 AUTHORISED REPRESENTATIVES (INTERMEDIARIES), MANAGERS AND SETTLEMENT AGENTS**

In case the Client place orders or assignments as an authorised representative, manager, settlement agent or similar for a third party, the Client and the party on whose behalf or for whom the Client is acting are bound by the Business Terms and are jointly and severally liable to NRP Finance for that third party's obligations to the extent that the obligations are a consequence of the Client's orders or assignments.

If the Client make use of a manager, settlement bank or other intermediaries, it is requires that this is regulated in a separate agreement. The use of such intermediaries does not exempt the end-Client from his responsibilities under these Business Terms.

## **16 SAFEKEEPING OF CLIENTS' ASSETS – CLIENT ACCOUNTS**

Assets which are being held in safekeeping for the Client by NRP Finance will be deposited in NRP Finance' Client account with a credit institution or approved money-market fund subject to the written consent of the Client. This account may be a combined account for assets being held in safekeeping for several Clients of NRP Finance.

Should the credit institution be wound up, the account will be covered by the rules governing the Norwegian Banks' Guarantee Fund. For deposits in credit institutions that are members of the Norwegian Guarantee Fund Scheme, a combined Client account of up to NOK 2,000,000 will be covered. In such cases, the Client's right to claim coverage will be reduced correspondingly. In case the assets are deposited in a credit institution not being a member of the Norwegian Guarantee Fund Scheme, the cover will be stipulated by the rules governing the guarantee scheme in the country where the credit institution is a member. Also in such a case, the right to claim coverage may be reduced.

NRP Finance will not be the account manager at the VPS and the Client's rights and obligations will be stipulated in the company agreement.

NRP Finance will not conduct safekeeping of financial instruments for the Client.

NRP Finance accepts no liability towards the Client for the assets that have been transferred to Client accounts with a third party (including combined accounts), provided that such a third party has been chosen in accordance with prevailing law and that NRP Finance has otherwise complied with normal requirements of due care. This will also apply if a third party becomes insolvent or goes bankrupt. For further information on disclaimers of liability, see item 17.

Trading and settlement in foreign markets are subject to separate rules, cf. item 12.

## **17 LIABILITY AND EXEMPTION FROM LIABILITY**

All trades or transactions executed by the Client after it is obtained any advice from NRP Finance happen at the Client's own discretion and decision. NRP Finance accepts no liability for advice given if the Client wholly or partially deviates from the advice given by NRP Finance.

NRP Finance accepts no liability for any fulfillment or settlement in connection with second hand trading where the parties have pre-approved of each other as counterparties.

NRP Finance accepts no liability for settlement if the Client does not make available to NRP Finance the agreed funds and/or financial instruments/shares in KS, ANS, IS and similar entities on or prior to the settlement date. Furthermore, NRP Finance is not liable if an unsuitable or inappropriate service is provided as a result of the Client having given NRP Finance incomplete or incorrect information, cf. item 4.

NRP Finance accepts no liability for indirect damage or loss that the Client incurs as a result of the Client's contract(s) with third parties lapsing in whole or in part or not being correctly performed.

Otherwise, NRP Finance and its employees are not liable for the Client's losses as long as NRP Finance or its employees have complied with normal requirements of due care when providing advice or carrying out orders or assignments. In the event that NRP Finance has used credit institutions, investment firms, clearing houses, managers or other similar Norwegian or foreign intermediaries, NRP Finance or its employees will only be liable for these intermediaries' acts or omissions if NRP Finance has failed to comply with normal requirements of due care when selecting its intermediaries. In case the intermediaries as mentioned in the previous sentence have been used upon the order or demand of the Client, NRP Finance accepts no liability for errors or breaches by these intermediaries.

NRP Finance is not liable for any loss or damage due to impediments or other factors outside NRP Finance's control, including power failures, errors in or interruptions to electronic data processing systems or telecommunications networks, etc., fires, water damage, strikes, amendments to legislation, orders from the authorities or similar circumstances.

NRP Finance's responsibility for the Client's direct or indirect losses, claims, damages, costs or liability in connection with the Project is limited to the total of the remunerations received by NRP Finance in connection with the execution of the assignment.

Furthermore, the Client shall indemnify NRP Finance or employees and representatives at NRP Finance against any losses, claims, damages, costs or liability incurred by NRP Finance or employees and representatives at NRP Finance in connection with the assignment as a result of incorrect or incomplete information which is prepared in connection with the assignment. Nevertheless, the Client is not responsible if this is alone due to deliberation or gross negligence by NRP Finance or employees and representatives at NRP Finance.

NRP Finance obligated to notify the Client of circumstances that may result in losses, claims, damages, costs or liability for NRP Finance or employees and representatives at NRP Finance in connection with the assignment.

NRP Finance is not liable in those cases where a delay or omission is due to the settlement of money or securities being suspended or terminated as a result of circumstances outside NRP Finance' control.

Limitations on NRP Finance' liability in addition to those stated above may result from a separate agreement with the Client.

## **18 WITHHOLDING OF TAXES, ETC.**

When trading in foreign financial instruments or shares in companies corresponding to general partnerships, KS or IS, NRP Finance may be obliged, pursuant to law, regulation or a tax treaty, to withhold amounts corresponding to various forms of taxes and duties. The same may apply to trading in Norway on behalf of foreign clients.

In the event that such withholding is to take place, NRP Finance may provisionally calculate the amount in question and withhold this amount. When a final calculation is available from a competent authority, any excess amount withheld as tax shall be paid to the Client as quickly as possible. The Client will have the duty to provide the necessary and correct documentation for this.

## **19 TERMINATION OF THE BUSINESS RELATIONSHIP**

Trades or transactions that are under settlement at the time of termination of the business relationship shall be carried out and completed as soon as possible. Upon termination of the business relationship, NRP Finance shall arrange for a final settlement in which NRP Finance is entitled to offset NRP Finance's receivables, including brokerage, taxes, duties, interest, etc., against the Client's credit balance.

## **20 STORAGE OF COMMUNICATION BETWEEN THE CLIENT AND NRP FINANS**

NRP Finans will record all telephone conversations related to the provision of investment services, including orders and indications on purchase, sale or subscription of financial instruments given per telephone. NRP Finans will refrain from executing orders or indications given on telephones that are not recorded. Telephone recordings and other documentation for agreements, orders and indications given to NRP Finans through other channels and other devices, will be stored by NRP Finans.

Telephone recordings, SMS messages, e-mails etc. will be stored for a period stipulated by prevailing law, calculated from the contract date etc., and may be deleted following the expiry of the mandatory storage period.

Telephone recordings of conversations with the individual client may be traced by searching, among other things, for the time of the call, the telephone number called and the relevant NRP Markets employee.

NRP Finans may be ordered to hand the telephone recordings and other stored information over to public authorities and others that may so demand pursuant to the law.



## 21 CONFLICTS OF INTEREST

NRP Finance will endeavor to prevent conflicts of interest from arising. NRP Finance has guidelines and rules for ensuring that the business areas of NRP Finance operate independently of each other so that the Client's interests are satisfactorily safeguarded. In particular, NRP Finance will emphasize that there is appropriate information barriers between the departments providing placement of emissions/second hand trading and arrangements.

Information on projects organized by the Corporate department shall be sought to accrue to all potential investors simultaneously. NRP Finance may deviate from this general rule when it considered reasonable and appropriate.

Furthermore, NRP Finance has a special duty to ensure that the Client's interests prevail over the interests of NRP Finance and over the interests of persons with direct or indirect control of NRP Finance. Similarly, individual Principals or Clients are not to be unfairly benefited at the expense of each other.

Should NRP Finance have a particular interest above and beyond that of ordinary earnings, this interest shall be disclosed.

This, along with the separate confidentiality provisions which apply, may have the consequence that employees of NRP Finance who have had contact with the Client may be prevented from using or not being aware of information that is available within NRP Finance and which may be relevant to the Client's investment decisions. In certain cases, the Client's contact person(s) in NRP Finance will not be able to provide advice on specific investments. In such cases, NRP Finance will be unable to state why it cannot provide advice or carry out a specific order.

NRP Finance and its employees may have interests of their own in relation to the Principal's assignments and the trades which the Client wish to make. This may be a consequence of *inter alia*:

1. advisory services or arrangement assignments for the investment object in question,
2. the provision of guarantees or participation in underwriting syndicates,
3. advisory services and the execution of orders for other clients,
4. unpublished investment recommendations (analyses) prepared by NRP Finance,
5. the employees' own investments.

## 22 PROVISION OF SECURITY

NRP Finance is a member of the Norwegian Investor Compensation Scheme in accordance with section 9-12 of the STA.

The Compensation Scheme provides compensation for claims which are due to its members' inability to repay money or hand back financial instruments/shares in KS, ANS, IS and similar entities that are safe kept, administered and managed by the members in connection with the performance of investment services and/or certain additional services. Each Client is covered for up to NOK 200,000.

The security does not cover claims arising from transactions subject to a legally enforceable criminal conviction on money laundering or clients responsible for or have benefited from circumstances that affect NRP Finance, when such circumstances have caused NRP Finance' financial difficulties or contributed to a worsening of NRP Finance' financial situation.

Nor does the scheme cover claims from financial institutions, credit institutions, insurance companies, investment firms, securities funds and other collective management undertakings, pension institutions and pension funds, or from any of the companies in the same group as NRP Finance.

### **23 MEASURES AGAINST MONEY LAUNDERING**

When establishing a business relationship the Client shall, through a client due diligence, document their identity and specify and document any beneficial owners or powers of attorney or authority to represent others so that NRP Finance can meet its obligations pursuant to the at any time applicable rules resulting from measures against money laundering.

The Client is aware that NRP Finance is or may be obligated to provide public authorities with all relevant information related to the relationship with the client or individual transactions. This may happen without the client being informed that such information has been provided.

### **24 DUTY TO PROVIDE INFORMATION TO THE AUTHORITIES, COMPLAINTS BODY AND OTHERS.**

NRP Finance will, regardless of any statutory confidentiality, provide information about the Client, the Clients transactions, the balance of the client account etc. to the public authorities requesting such pursuant to applicable law.

The Client is deemed to have consented that the information that is subject to confidentiality may also be given to those market places, clearing houses, etc. that so requests pursuant to applicable law, regulations or other rules stipulated of these bodies.

### **25 OUTSOURCING**

NRP Finance may have outsourced services to a third party.

### **26 AMENDMENTS**

NRP Finance reserves the right to amend the Business Terms. Any amendments take effect from the date when they are published at the NRP Finance website [http://www.nrp.as/no/nrp\\_finans/](http://www.nrp.as/no/nrp_finans/). In case there are significant amendments in the guidelines for execution of orders, the Client will be notified in writing. The Client is regarded as having agreed to receive notification of amendments by e-mail if the Client has informed NRP Finance of his/her e-mail address. Amendments will not have any effect on orders, trades, transactions, etc., that are entered into or completed prior to the date when the amendments are notified unless the amendments are due to amendments of laws or orders from the courts or public authorities.

### **27 NOTIFICATIONS, LANGUAGE AND AUTHORISATIONS**

The Client's written notifications are to be sent by letter, fax or, subject to agreement, by SWIFT or other forms of electronic communication.

Notifications sent by fax are to be confirmed by submission of the original letter unless otherwise stated in these Business Terms.

The Client may communicate with the Company both in Norwegian and English, see item 30.

To the extent that the Client knows or ought to know which entity in NRP Finance that is the proper recipient, the notification must be sent to the entity in question and, if it is not, is not to be regarded as having been received by NRP Finance.

When establishing the business relationship, the Client shall notify NRP Finance of his personal ID number/organisation number, address, telephone and fax number, any electronic addresses and any authorised representatives. The same applies to bank accounts and securities accounts in the VPS or other corresponding register. Any changes are to be notified to NRP Finance immediately.

## **28 INTERPRETATION**

In case of any conflict with legislation that may be waived by agreement, the Business Terms shall prevail.

Should there be a reference to legislation, other regulations or these terms and conditions, this shall be understood to be a reference to the prevailing legislation, regulations and terms and conditions.

With respect to relationship between the Business Terms and other agreements entered into between NRP Finance and the Client, see item 2.

## **29 LEGAL VENUE – CHOICE OF LAW – DISPUTE RESOLUTION**

Disputes arising between the Client and NRP Finance, including disputes relating to the Business Terms, are to be resolved pursuant to Norwegian law, with the Oslo District Court as the (non-exclusive) legal venue. Clients with a foreign legal venue waive any right they have to oppose a lawsuit that is related to these terms and conditions being heard by the Oslo District Court. Clients with a legal venue abroad may, irrespective of the above, be sued by NRP Finance in such a legal venue should NRP Finance wish to do so.

Foreign Clients, including Norwegian citizens resident abroad, who may invoke any laws or regulations that provides security against any legal action by NRP Finance in relation to their obligations towards NRP Finance, waive such right as far as this is not in direct conflict with the relevant laws or rules.

## **30 PERSONAL DATA ACT**

NRP Finance, represented by the group executive vice president in charge, has the role as controller pursuant to the Personal Data Act.

Personal data will be processed in accordance with prevailing laws and regulations. The objectives of processing personal data are the execution of the agreements entered into between NRP Finance and the Client, administration, invoicing/settlement and the marketing of investment products and services.

In case of any statutory duty to disclose information, personal data may be handed over to public authorities.

The Client may ask for information on what kind of processing of personal data NRP Finance carries out, and what information is registered, cf. section 18 of the Personal Data Act. The Client may demand that incorrect or defective information is rectified, and that information is to be deleted when the

purpose of the processing has been completed and the information cannot be used/archived for other purposes, cf. sections 27 and 28 of the Personal Data Act.

### **31 LANGUAGE**

The Client may communicate with NRP Finance both in Norwegian and English.

In case of conflict the Norwegian version shall prevail.

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