

## SCHEDULE 1

### GENERAL TERMS AND CONDITIONS

- General:** The general terms and conditions set forth herein shall, to the extent applicable, apply to the engagement letter to which this Schedule is attached (the "**Engagement Letter**") (together with the terms and conditions in the Engagement Letter). All definitions in the Engagement Letter shall apply to these general terms and conditions, unless otherwise stated herein. For the purposes of these general terms and conditions, Cleaves Securities ("**Cleaves**") shall mean Cleaves Securities and its affiliates from time to time, "**Relevant Persons**" shall mean, in relation to a member of Cleaves Securities, the owners, directors, officers, employees, consultants and agents of that member and any successor or assignee of any such persons and "**Group**" shall mean the Company and its subsidiaries collectively. By signing the Engagement Letter, the Company agrees that Cleaves may perform the Engagement in conjunction with other members of Cleaves and that any such members of Cleaves shall be entitled to the benefits and subject to the Terms and Conditions of the Engagement. Reference is made to Cleaves' general business terms (the "**General Business Terms**") for information about Cleaves, the Cleaves' investment services and relevant financial products. The General Business Terms are available on [www.cleaves.no](http://www.cleaves.no) under the section "Compliance". The General Business Terms shall, to the extent applicable, apply to the tasks to be carried out by the Cleaves under the Engagement, provided, however, that the Terms and Conditions of the Engagement shall prevail in the event of any conflict between the Terms and Conditions on the one side and the General Business Terms on the other side. The Company accepts that the information referred to in section 10-10 to 10-15 and section 10-27 second paragraph of the Regulation to the Norwegian Securities Trading Act of 2007 (the "**Regulations**") is made available on Cleaves' website, [www.cleaves.no](http://www.cleaves.no).
- Confidentiality:** Cleaves will treat information provided to it by the Company as confidential subject to the following terms. "Information" refers to any and all non-public information concerning the business and affairs of the Company that is provided to Cleaves, by or on behalf of the Company, on or after the date hereof, but does not include (i) Information which was already in Cleaves' possession prior to the date hereof; (ii) Information which is, or hereafter becomes, generally available to the public other than as result of a disclosure by Cleaves in violation of the Terms and Conditions; and (iii) Information obtained by Cleaves from a third party. Cleaves shall be free to disclose any Information to its agents and/or professional advisers provided that such agents and/or advisers are made aware of the confidential nature of the Information. Further, Cleaves shall be free to make disclosures or announcements required by any law, regulation, stock exchange rules or order of a court, regulatory body or stock exchange, or pursuant to governmental action, regulatory requirement or request, or necessary in the view of Cleaves or any other member of Cleaves to seek to establish any defence in any legal or regulatory proceeding or investigation or otherwise to comply with its own regulatory obligations.

Cleaves acknowledges that in the course of the Engagement, it may be, or become, subject to obligations in relation to "inside information" and pursuant to the Company's obligations under the provisions implementing the EU Market Abuse Directive, thus confirm that: (i) Cleaves shall maintain its own list of persons (outside of the Company and the Company's other advisors) who in connection with the Engagement are given access to inside information relating to the Company by Cleaves (the "**Cleaves List**"); and (ii) following a request to the Company by the relevant regulator, Cleaves will provide the Company with a copy of the Cleaves List as soon as possible following the Company's request. The Company agrees to inform Cleaves when it or any of its authorised persons provide Cleaves with any information which the Company reasonably considers to be inside information relating to the Company. Cleaves shall not be responsible for the creation or maintenance of any insider lists other than the Cleaves List.

Cleaves will have in place information barriers (referred commonly to as "Chinese Walls") in order to ensure due care when handling confidential/inside information so that inside information does not come into the possession of unauthorised persons or is misused, and in order to reduce potential conflicts of interests.

Advice (including any opinion or report) whether written or oral by Cleaves to the Company, or any communications between the Cleaves and the Company in connection with the Engagement may only be used and relied upon by the Company and may not be used or relied upon by any third party and may not be disclosed to any third party without the prior written consent from Cleaves (other than the Company's professional advisers who may place no reliance on such advice). Except for disclosure required by laws and

regulations, the Company agrees to keep the terms of the Engagement Letter and any advice provided by Cleaves, Group confidential.

Cleaves shall have no duty to disclose to, or utilise for the benefit of, the Company, any non-public information acquired in the course of providing services to any other person, engaging in any other transaction (on its own account or otherwise) or otherwise in carrying on its business.

3. Information: The Company will (a) provide Cleaves and its advisers with such access to the directors, management, and auditors of, and advisers to, Cleaves for the purpose of the Engagement as they may reasonably require; (b) provide Cleaves with, and give Cleaves access to, all information which is relevant for the purposes of the Engagement and ensure that, in so doing, it will not breach, and will ensure that the receipt and use of such information by Cleaves will not breach, any confidentiality obligation, and that information so supplied is complete, true and accurate in all material respects and not misleading, whether by omission or otherwise (Cleaves shall be entitled to rely on all such information, including but not limited to, any accounting data, forecasts and projections, as well as all publicly available information, without independent verification); (c) immediately notify Cleaves if it subsequently discovers that any information provided by it is, or becomes, incomplete, untrue, inaccurate or misleading or that any such information has been improperly obtained or that its provision or use by Cleaves would be unauthorised or in breach of any law, duty or obligation; (d) ensure that all announcements and documents published or statements made by it or on its behalf in the course of, and relevant to, the Engagement ("Communications") which refers directly or indirectly to Cleaves, shall only be made with the prior written consent of Cleaves (such consent not to be unreasonably withheld); (e) all Communications will be true and accurate and not misleading and, where appropriate, will contain all information and expressions of opinion necessary for legal or regulatory purposes (including, but not limited to, the requirements of the Oslo Stock Exchange or any other applicable stock exchange requirements) and all such opinions will be honestly held and given after due and careful consideration; and (f) at all times keep Cleaves fully informed of all strategies, developments and discussions of relevance to the Engagement and that no action which may directly or indirectly affect the Engagement will be taken without prior consultation with Cleaves. For the avoidance of doubt, the Company shall bear the sole responsibility for the compliance with relevant legal and regulatory requirements of its Communications.
4. Rights of third parties: The Company recognises that Cleaves has been engaged by the Company only, and that the Company's engagement of Cleaves is not deemed to be on behalf of, and is not intended to confer rights upon any shareholder, partner or other owner of the Company or any other person not a party hereto.
5. Public announcement: After such time as the Company has publicly announced its intention to engage in the transaction comprised by the Engagement Letter, Cleaves may include reference to its appointment and role and publicly available details on the transaction for public marketing purposes (including, without limitation, the placement of tombstone advertisements in newspapers, journals and on websites), and may in such connection make use of the Group's names and logos.
6. Expenses and payment terms: All costs, charges and expenses of, or incidental to, or incurred in connection with, the Engagement (including legal, accounting and other professional fees and expenses which may be payable) shall be for the account of, and shall be paid by, the Company. The Company agrees, upon request, to pay or reimburse Cleaves for cost and expenses the Cleaves has incurred in connection with the Engagement (including, without limitation, travel, communication, document production expenses, fees and disbursements of any legal, accounting or other advisers, costs in relation to use of book-building systems (including Dealogic) and funding costs for lending of shares in connection with any placement of securities), whether or not the Engagement is completed. Cleaves shall provide the Company with any documentation reasonably requested to support such expenses. Cleaves will not engage advisers without prior consultation with the Company.

Work Fees (if applicable) will be billed monthly for settlement within one month following the date of the relevant invoice.

Cleaves' invoice for other fees under the Engagement Letter will be payable within five business days of their respective dates.

All fees, reimbursements of expenses and other sums payable to Cleaves are payable in Norwegian kroner (unless any other currency is agreed) plus value-added tax (if chargeable) and any other applicable charges or taxes. For the avoidance of doubt, to the extent that value-added tax has not been paid, the Company shall in any case be liable to pay value-added tax subsequently imposed by the tax authorities or courts without limitation in time. If the Company is obliged to make any deduction or withholding on account of any tax of any nature, the amount payable shall be grossed up to the extent necessary to ensure that, after such deduction or withholding, the amount otherwise payable remains unchanged. No payments made to third parties by the Company shall reduce amounts owed by the Company to Cleaves. The Company may not set-off any claim against Cleaves in Cleaves' claim(s) for payment of costs, expenses or fees hereunder.

7. Offering of securities: Any offering of securities shall be subject to, amongst other things (in each case unless waived by Cleaves) (i) compliance by the Company with its obligations under the Engagement Letter; (ii) satisfactory completion of due diligence by Cleaves and Cleaves's advisors; (iii) the receipt by Cleaves of customary representations and warranties from the Company; (iv) Cleaves receiving completeness statements in form and substance satisfactory to Cleaves from such persons within the Company as it deems necessary, pertaining to the information provided in the financial and legal due diligence and the information provided in the marketing material published in connection with the offering; (v) adequate indemnification and force majeure provisions; (vi) the provision of comfort letters from the auditors to the Company, in form and substance satisfactory to Cleaves; and (vii) mutually acceptable parameters for offering size, structure and pricing. Nothing in this Engagement Letter shall be construed as an offer of any finance or a commitment to underwrite any offering.
8. Conflicts of interest: The Company acknowledges that Cleaves is involved in a wide range of investment banking activities (including but not limited to research, securities issuance, trading and brokerage) from which conflicting interests or duties may arise and therefore, conflicts may arise between duties of Cleaves under the Engagement and other duties or interests of Cleaves or another member of Cleaves.
9. Scope of responsibility/liability and indemnification: Upon signing the Engagement Letter, the Company accepts that neither Cleaves nor any other member of Cleaves (nor any of its or their respective Relevant Persons) shall be liable to the Group or any of its directors, officers, employees or agents for any claim, loss, damage, liability, cost or expense suffered or incurred by them arising out of, or related to, the Engagement, except to the extent found to constitute gross negligence on the part of Cleaves in a final judicial decision.

Upon signing the Engagement Letter, the Group further accepts (if applicable, on a joint and several basis) to indemnify, defend and hold harmless Cleaves, Cleaves and its Relevant Persons (each an "Indemnified Person") from and against all claims, actions, proceedings, demands, losses, damages, liabilities, costs and expenses (i) arising out of or in connection with any Communications or marketing material used in connection with the Engagement or any omission or alleged omission to state therein a fact necessary to make the statements therein not misleading or (ii) otherwise arising out of or in connection with the Engagement or any other matter or activity referred to or contemplated by this Engagement Letter or which arise out of any breach by the Group of any of its obligations, duties or any representation and warranties it may be deemed to have given under the terms of this Engagement Letter, which any Indemnified Person may suffer or incur in any jurisdiction and all costs and expenses incurred by any Indemnified Person shall be reimbursed by the Group promptly on demand, including those incurred in connection with the investigation of, preparation for or defence of, any pending or threatened litigation or claim within the terms of this indemnity or any matter incidental thereto; provided that in the case of clause (ii) above only, there shall be excluded from such indemnification any such claims, losses, damages, liability, costs or expenses that arise primarily out of or are based primarily upon any action or failure to act by Cleaves (other than an action or failure to act undertaken at the request or with the consent of the Company) that is found to constitute gross negligence on the part of Cleaves in a final judicial decision.

Notwithstanding the above, Cleaves shall under no circumstances be liable for any indirect losses. Without prejudice to any claim the Group may have against Cleaves, no proceedings may be taken against any director, officer, employee or agent of Cleaves in respect of any claim the Group may have against Cleaves.

10. Severability: Each provision of the Engagement Letter is severable and, if any provision is or becomes invalid or unenforceable or contravenes any applicable law or regulations, the remaining provisions shall not be affected.
11. Compliance: The Company will, and will cause the Group to, comply with, and will assist the Cleaves to comply with, all applicable legal and regulatory provisions including, but not limited to, those of the Oslo Stock Exchange and any other applicable stock exchange and regulator.
12. Limitations of liability of third parties: The Company will promptly notify Cleaves of any limitation on the extent to which the Group may claim against any third party or third parties in connection with the transaction comprised by the Engagement Letter (a "Relevant Limitation"). Where any damage or loss is suffered by the Group for which Cleaves would otherwise be jointly and severally liable with any third party(ies) to the Group, the extent to which such loss shall be recoverable by the Group from Cleaves shall be (i) limited so as to be in proportion to Cleaves' contribution to the overall fault for such damage or loss, as agreed between the parties or, in the absence of agreement, as finally determined by a court of competent jurisdiction; and (ii) no more than it would have been had any Relevant Limitation not been agreed to by the Group.
13. Client categorization and anti-money laundering: Cleaves has according to the Regulations a duty to classify all its clients in different client categories depending on professionalism. Clients are to be classified either as non-professional clients, professional clients or as eligible counterparties.

A professional client is a client that possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs. In order to be considered a professional client, the client must either be a regulated entity or request to be treated as a professional client and comply with two of the three criteria necessary for such classification, as set out in Regulations and as also described in the "Client Classification Information" referred to below.

Based on information provided by the Company to Cleaves, Cleaves has classified the Company as a professional client. Upon execution of the Engagement Letter, the Company will be deemed to accept the classification as a professional client, and to confirm that the requirements for being classified as a professional client are fulfilled. The Company shall promptly inform Cleaves if it becomes aware of information that could influence on the client classification or otherwise if there is a change with respect to any of the elements on which the client classification is founded. The Company will be deemed to understand the consequences of being classified as a professional client with respect to investor protection. Please see the document called "Information on Client Classification" on Cleaves' website [www.cleaves.no/cleaves-group](http://www.cleaves.no/cleaves-group).

In accordance with Norwegian legislation relating to on anti-money laundering, the Company shall provide an original or confirmed copy of a certificate of incorporation, not older than 3 months, indicating persons authorised to sign on behalf of the Company, plus an original or confirmed copy of personal identification for the person(s) signing this Engagement Letter on behalf the Company. Confirmation of copies must be made by two individuals of age residing in Norway, an attorney, a bank officer, a post officer, a state authorised registered accountant, a police officer or by personal appearance.

Cleaves must in accordance with the Norwegian legislation relating to anti-money laundering obtain a list of the Company's beneficial owners, i.e. physical persons who directly or indirectly own or control more than 25% of the Company or the assets if the Company is a foundation, a fund or similar. If no list is provided, Cleaves assumes that no person controls more than 25% of the Company.

14. Entire agreement: The Engagement Letter (including the general terms and conditions set out herein) sets out the entire agreement and understanding between the Company and Cleaves in connection with the Engagement. Any subsequent changes hereto shall be agreed upon in writing.