

THIS AGREEMENT ("EGA Agreement") is effective as of.....2022 ("Effective Date")

BETWEEN

- (1) **OSLO BØRS ASA**, a company incorporated in Norway under company number 983268633 and whose registered office is Tollbugata 2, PB 460 Sentrum 0105 Oslo, Norway ("**Oslo Børs**"); and
- (2) (a company incorporated in under company number and whose registered office is (the "**EGA**")

(each, a "**Party**" and, collectively, the "**Parties**"),

WHEREAS

- (A) The EGA has been approved as a Euronext Growth Advisor by Oslo Børs, and must pursuant to the Euronext Growth Oslo Rule Book Part II Chapter 5 (the "**Euronext Growth Advisor Rules**"), and to the application to become a Euronext Growth Advisor, enter into this EGA Agreement before conducting activities as a Euronext Growth Advisor;
- (B) Words that begin with a capital letter, but are not defined, in this EGA Agreement shall have the meaning set out in the Euronext Growth Advisor Rules.

AGREEMENT

- 1. The EGA agrees to be bound by the rules set out in the Euronext Growth Advisor Rules, as amended from time to time.
- 2. The EGA undertakes to ensure that the requirements for Euronext Growth Advisors pursuant to the Euronext Growth Advisor Rules at all times are met, and confirms that it will execute the role as a Euronext Growth Advisor pursuant to such rules.
- 3. The EGA confirms that (i) it and its beneficial owners are compliant with and will continue to be compliant with the EU Directive 2005/60/EC of the European Parliament and of the Council on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (4th Money Laundering Directive), as amended from time to time, as well as any related regulation or national legislation; and (ii) that it (and its beneficial owners) are not on the EU Sanction List or the sanction list drawn up by the Office of Foreign Assets Control (OFAC).
- 4. The EGA accepts that its commercial references, whether brand names or otherwise, may be quoted by Oslo Børs or any other company belonging to the Euronext group, in order to promote the Euronext Growth Markets.
- 5. The EGA confirms that those persons working for the EGA whose personal data is included in the Application Form for approval as a Euronext Growth Advisor and in this EGA Agreement knowingly accept that this data is being submitted to Oslo Børs. To this end, the EGA testifies that the persons concerned have been informed that:

- (i) Data relating to them will only be used by Oslo Børs, and any other company in the Euronext group, for the purposes of ensuring a continuing sound commercial relationship with the EGA;
- (ii) If they wish to exercise their rights under the data protection law applicable to Oslo Børs with respect to the processing of personal data, they may do so by contacting their usual contact within the Euronext group.
- (iii) In the event of any inconsistency between the Euronext Growth Advisor Rules and this EGA Agreement, the Euronext Growth Advisor Rules will prevail.
- (iv) This EGA Agreement may be executed by each Party on separate counterparts, each of which is an original, but which together constitute one and the same instrument.
- (v) This EGA Agreement shall remain in effect for as long as the EGA is a Euronext Growth Advisor.
- (vi) This EGA Agreement, including the role as an approved Euronext Growth Advisor, may be terminated by the EGA with four weeks' written notice. For the avoidance of doubt, this EGA Agreement does not limit Oslo Børs' possibility or right to suspend or terminate the approval of the EGA as a Euronext Growth Advisor pursuant to the Euronext Growth Advisor Rules.
- (vii) This EGA Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Norway, and shall be subject to the exclusive jurisdiction of the Norwegian courts. For the avoidance of doubt, this EGA Agreement does not limit Oslo Børs' possibility or right to resolve or impose measures towards the EGA in the event that the EGA breaches the Euronext Growth Advisor Rules, nor does it limit the EGA's possibility or right to appeal any measures to the Euronext Growth Appeals Committee pursuant to the Euronext Growth Advisor Rules.

IN WITNESS WHEREOF, this EGA Agreement has been executed for and on behalf of each Party on the respective dates set out below and shall be effective as of the Effective Date.

[signature page to follow]

SIGNED for and on behalf of
Oslo Børs ASA

Name

Title

Date

SIGNED for and on behalf of

.....

Name

Title

Date