



SUBSCRIPTION AGREEMENT VIRTUAL DATA ROOM

This agreement governs the access to the service "Admincontrol". Admincontrol provides a subscription web based on-demand portal for Virtual Data Rooms. Admincontrol enables the Client's documents to be uploaded into the Admincontrol service so as to be available for the Client's users under fixed categories or through free text search, for information sharing between the Client and their third parties who can be given a restricted access to the Admincontrol portal. Example third party users could be potential acquirers, solicitors, auditors and other advisors to the Client.

The Admincontrol service (Software as a Service) is especially designed to contribute to secure exchange of information between the Client and related parties in order to perform a due diligence in a Virtual Data Room.

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1. The Parties

This Subscription Agreement and the documents belonging to it (see section 3) constitute the agreement between the following parties:

Admincontrol AS, org. nr 987 992 883 (Hereinafter "Admincontrol")

A corporation maintaining its principal place of business at Lille Grensen 7, 0159 Oslo, Norway

– Tel. +47 22 83 61 00 - E-mail post@Admincontrol.no and

Name of organization:	, Hereafter "Client"	
Name of project:		
Organization ID/nr.		
Postal address:		
Invoice email:		
Telephone:		
Contact person/e-mail:		

2. Subscription Agreement Details

Start-up fee	£ 2000
Number of pages included	3 000
Price for additional pages	3 001-10 000 pages: £ 0,50 10 001-25 000 pages: £ 0,40 >25 001 pages: £ 0,30
Subscription Period	Six months with automatic renewal.
Included service and support	Start-up workshop for key users Potential upload of folder structure/index Minor ongoing changes in folder structure/index Client's administrator will have access to a Admincontrol client manager for guidance and support for active projects Support 24/7/365 for all users
Additional project management €150 per hour	Such as: Use of co-administrators from Admincontrol Assistance in connection uploading of documents Major changes to the folder structure Additional training
Downloadning content to DVD/USB	Free administrator download of content, via Admincontrol export fuction. If Admincontrol is to export project information for Client: <ul style="list-style-type: none"> • € 200 for first DVD/USB • € 75 for additional copies All express delivery costs will be charged to customer

**All prices are excl. VAT.*

3. Appendix

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4. Signatures

This Subscription Agreement including the Contract Terms becomes effective when signed by representatives from the Client and Admincontrol.

Date:

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Client:	Sign:
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Admincontrol AS:	Sign:
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Contract terms

1. The Documents of the Subscription Agreement

- 1.1. The Subscription Agreement consists of these Contract Terms, the Subscription Agreement, as well as attachments referred to herein or as otherwise mutually approved. In case of any inconsistency between the Contract Terms and the Subscription Agreement the Subscription Agreement shall prevail.

2. Duration and Price of the Subscription Agreement

- 2.1. The Subscription Agreement is valid for the period agreed upon between Admincontrol and the Client. The Subscription Agreement is automatically renewed unless it is cancelled by one of the parties. A cancellation notification must be made in writing to invoice@admincontrol.com prior to the date for automatic renewal. Subscription Agreements that are not cancelled in accordance with this clause will automatically be renewed for the same subscription period as agreed in the Subscription Agreement. Any renewal will cause for a new license fee.
- 2.2. Admincontrol reserves the right to change the price of the service for renewals. For a price change to be valid, Admincontrol must give written notification about the change before the renewal of the Subscription Agreement.
- 2.3. Price per page according to the Subscription Agreement is defined as uploaded page into the Admincontrol Service, and is invoiced on a monthly basis.
- 2.4. Upon renewal, the renewal value will be calculated on the basis of the current pages in the data room, at the time of renewal.
- 2.5. Administrator has the option to download the data room content via the Data Export Solution, or request assistance from Admincontrol to produce DVD's or USB of the content to be delivered within 48 hours' notice.

3. Payment Conditions

- 3.1. Admincontrol will invoice the Client as soon as the Subscription Agreement becomes effective. The Client is then required to pay the agreed amount as stated in the Subscription Agreement within 15 days from the invoice date.
- 3.2. The Client cannot withhold the amount agreed upon in the Subscription Agreement, even if it is later disputed. If it is found that Admincontrol was not entitled to receive the amount or parts of the amount, Admincontrol must return the amount without any further delay.

4. The Content of the Service

- 4.1. Admincontrol provides a subscription-based solution for Virtual Data Rooms, which allows documents and data to be uploaded and made available in the Portal to users which the Client has determined shall have access to the Portal (the different types of authorized users are referred to herein as "Users"). The Portal has been specially developed to streamline the Client's interaction and information flow, i.e. contributing to secure exchange of information between the Client and related parties in order to perform a due diligence in a Virtual Data Room.

5. Admincontrol's Obligations

- 5.1. Admincontrol is obliged to provide the service and the functionality that is available at the time of the Subscription Agreement, unless otherwise is agreed in attachments to the Subscription Agreement. Admincontrol is obliged to perform backup of all the data related to the Client's use of the Admincontrol service. Admincontrol do not assume any responsibility for data deleted by the Client's/ users themselves, but will do its best effort to recover the deleted data upon request from the Client. Admincontrol will invoice the Client separately for this recovery assistance based on time spent.

- 5.2. Admincontrol reserves the right to perform upgrades and maintenance of the service that leads to the service being temporarily unavailable to the Client and its users, provided that the Client is given reasonable notice. Upgrades and maintenance work will if possible be conducted during weekends or late evening and in a manner which causes the least possible inconvenience for the users. Admincontrol does not assume any liability for any loss incurred by the Client resulting from the service being temporarily unavailable for the Client due to temporarily upgrades and maintenance work.

6. Obligations of the Client

- 6.1. The Client is obliged, at all times, to comply with national and international laws, rules and regulations regarding electronic storage of the documents. Admincontrol do not assume any liability for the Client's breach of such storage obligation, including the Client's unlawful deleting of stored documents.
- 6.2. The Client is directly responsible for all the content the Client distributes via Admincontrol. Any content the Client distributes via Admincontrol must comply with national and international laws, rules and regulations.
- 6.3. The Client cannot under any circumstances attempt to modify, change, translate or disclose the application's source code or parts of the code.
- 6.4. The Client is responsible for paying any Value Added Tax (VAT), and shall indemnify Admincontrol for any losses incurred as a result of failing to do so. Admincontrol will invoice International customers excluding VAT, and Norwegian customers including VAT.

7. Confidentiality

- 7.1. All information and all data which the Client or Users upload to the service (hereinafter "Client's Data") are kept strictly confidential for the Client and may constitute insider information under the Norwegian Securities Trading Act. Admincontrol shall not disclose the Client's Data to any third party, without the Client's consent (for example, by accepting the third party's registration as a User). Admincontrol shall not disclose or grant unauthorized persons access to the Client's Data without explicit written permission from the Client, except in response to a legally valid order by a public authority. If such an order is made, Admincontrol shall immediately notify the Client.
- 7.2. Admincontrol undertakes not to access the Client's Data itself, or to give any other party access thereto, other than as a natural consequence of the normal operation of the service. Admincontrol shall not access the Client's Data without written permission from the Client's representative.
- 7.3. Admincontrol acknowledges that Admincontrol and those members of Admincontrol's staff who provide the service, by virtue of having access to the Client's Data through operation of the service, are to be considered insiders pursuant to the Securities Trading Act, to the extent that the Client's Data contains inside information. The Client shall inform Admincontrol in writing if Admincontrol and its employees have been put on an insider list. Admincontrol declares having understood, and shall ensure that Admincontrol's employees understand, the implications of being an insider in relation to the Client and the Client's Data, including but not limited to the potential criminal law consequences of misusing inside information.
- 7.4. Admincontrol shall ensure that all employees who have or may have access to the Client's Data through operation of the service or in another way are duly authorized and sign a declaration of confidentiality.

8. Data processing

- 8.1 The Client's Data contains personal data. In this respect, the Client is the Controller, whereas Admincontrol is the Processor. The Client's Data may contain the type of data and categories of Data Subjects set out below. It is the responsibility of both the Controller and the Processor to comply with applicable privacy and data protection laws and regulations. This clause 8, including documents referred to herein governs the rights and obligations between the Client as Data Controller and Admincontrol as Data Processor.

Type of Data:

The following data categories will be collected, processed and used by the Processor under this Data Processing Agreement:

- ☒ Name
Professional, Commercial or Business addresses

Date / Year / Birth Date
 Social security number
 Telephone number
 Email address
 IP addresses
 If other types, specify here:

Categories of data subjects

The following data subject categories from who the Personal Data as defined above will be collected, processed and used by the Processor under this Data Processing Agreement:

- ☒ Employees (Internal)
- ☒ Advisors (External)
- Board Members
- ☐ If other categories, specify here:

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- 8.2 The Client's Data belongs to the Client. Admincontrol shall solely process such data for the purpose of providing the service to the Client, and in accordance with documented instructions from the Client including with regard to transfers of personal data to a third country or an international organisation and shall not use it for any other purpose. A description of how Admincontrol processes data is set out at admincontrol.com/data-processing/. If the Client would like to instruct how Admincontrol shall process the Client's Data, such instructions shall be communicated in writing. If Admincontrol cannot reasonably comply with such instructions, Admincontrol is entitled to terminate this Subscription Agreement. Otherwise, the instructions will be adhered to. Unless otherwise is agreed Client's Data will be stored by Admincontrol for the duration of the Subscription Agreement and for a period of three years thereafter.

Admincontrol will ensure that the data protection obligations imposed on Admincontrol as Data Processor through this Subscription Agreement at all times are imposed on its Sub-Processors and documented by way of written agreements with its Sub-Processors and that its Sub-Processors are aware of these obligations.

- 8.3 Admincontrol shall have appropriate technical and organizational security measures to ensure adequate data security and protect data against accidental or unlawful destruction or loss, alteration, unauthorized disclosure or access.

Admincontrol conducts regular security revisions of our systems used to fulfil the obligations covered by this Subscription Agreement. The revisions include reviewing routines, spot checks, site inspections and other appropriate measures. The results of the security revisions will be made available to the Client and supervisory authorities upon request.

Admincontrol will at the choice of the Client, provide necessary information to demonstrate compliance with applicable privacy and data protection laws and regulations as well as descriptions on security measures implemented to meet the Clients requirement for adequate data security

- 8.4 The Client is entitled, on covering Admincontrol's costs, to perform an audit of Admincontrol to verify information security in the services Admincontrol supplies, provided that this does not entail a breach of Admincontrol's confidentiality obligations to other clients.

- 8.5 In the event of a security breach that creates a risk of unauthorized disclosure of or access to the Client's Data, the Client will be notified without undue delay. Any legal obligation to notify the authorities lies with the Client.

- 8.6 It is the Client's responsibility to ensure protection of the rights of those persons whom the Client's Data concerns. Included in this is the Client's responsibility to provide information and grant access to data as required by law. Upon request by the Client, Admincontrol may provide reasonable assistance to the Client in respect of data subjects' claims of access to data.

- 8.7 Admincontrol shall not transfer the Client's Data to a non-EEA country without prior clearance from the Client.

- 8.8 If the Processor uses subcontractors, or other parties not employed by the Processor, for Processing of Personal Data on behalf of the Controller, this shall be agreed in writing with the Controller prior to starting the Processing of Personal Data. The Processor shall in such case enter into a written agreement with the subcontractors. The Processor shall ensure that anyone who performs assignments on behalf of the Processor that include Processing of Personal Data on behalf of the Controller shall be familiar with the Processor's contractual and legal obligations and fulfil the requirements thereto.

Any subsequent change of sub-processors shall require the written approval by the Client.

- 8.9 The parties agree that the relevant supervisory authority has the right to conduct an audit of the Processor, and of any subcontractors, which has the same scope and is subject to the same conditions as would apply to an audit of the Controller under the Personal Data Legislation.

9. Liability

- 9.1. Admincontrol's liability for direct damage suffered by the Client in connection with use of the service, regardless of cause, is limited to the lesser of the Client's documented financial loss and the price of the Subscription Agreement. This includes loss of data or financial loss that might occur in relation to use of the service, including reduced availability or functionality of the service.
- 9.2. Admincontrol may not, under any circumstances, be held responsible for the Client's use of the service, including the content, errors on the Client's part, errors in the interaction or document flow within the Client's organisation or between the Client and third parties.
- 9.3. Notwithstanding, the limitations of Admincontrol's liabilities set forth in clauses 9.1 and 9.2, shall not apply in the event that Admincontrol has shown gross negligence. Admincontrol is however under no circumstances liable for the Client's indirect losses.

10. Termination, Breach of Contract and Abuse of Service

- 10.1. Admincontrol is allowed to monitor the Client's use of the service if Admincontrol suspects a breach of the Contract Terms.
- 10.2. Admincontrol reserves the right to immediately exclude the Client from the service if Admincontrol discovers any form of abuse of the service or breach of the Subscription Agreement or violations of any national or international rules, laws, or regulations. In such cases, Admincontrol has no liability for compensation as a result of the Client's loss of service. If the Client is excluded from the services, the Client retains the right to receive copies of all documents from Admincontrol.
- 10.3. The Client is entitled to terminate this Subscription Agreement with immediate effect in the case of:
breach by Admincontrol of any of the provisions in clause 8 and 9 of the Subscription Agreement,
breach by Admincontrol of any of the provisions of the Subscription Agreement which have not been rectified within a reasonable time after the Client has given written notice of such a breach.
- 10.4 On termination of the Subscription Agreement, irrespective of cause, at the Client's written request Admincontrol should hand over, within 30 days, a complete copy of the Client's documents stored in the service, and shall then delete all of the Client's uploaded Data in Admincontrol's possession, regardless of how it is stored (both backup copies and original copies), and confirm to the client that this has been done.

11. General

- 11.1. The Agreement is governed by and shall be construed in accordance with Norwegian law. The parties shall attempt to resolve any dispute arising out of this contract through negotiations. If the dispute is not resolved through these negotiations, the parties may bring the case to court, with Oslo District Court as the agreed legal venue.
- 11.2. Changes in the Subscription Agreement can only be made in writing and are only valid following written approval by both parties.