

## APPLICATION AGREEMENT

### MIRIS AS Issuance of new bonds

**General information:** Miris AS, a private limited liability company incorporated under the laws of Norway with business register number 985 277 915 (the "**Company**"), contemplates a private placement by way of an issue of bonds (the "**Placement**"), raising up to EUR 500,000,000, each bond with a par value of EUR 1 (the "**Bonds**") pursuant to a bond agreement (the "**Bond Terms**", a copy of which is attached as [Appendix 1](#)). A copy of the term sheet summarising the Bond Terms (the "**Term Sheet**") is attached hereto as [Appendix 2](#). The Placement is directed towards professional investors as further described in this application agreement (the "**Application Agreement**").

**Subscription:** The subscription price per bond is par value, EUR 1 (the "**Subscription Price**"), and the final number Bonds (the "**Placement**") to be offered will be determined by the Company's board of directors (the "**Board**") on the basis of Applications received by the end of the Application Period. The minimum subscription amount per Applicant is EUR 125,000. For existing debtholders minimum subscription is EUR 25,000,-

**Minimum application:** The minimum application amount in the Initial Bond Issue is EUR 125,000.

**Documentation:** The terms and conditions of the Placement are set forth in the attached Bond Terms and Term Sheet. The Application Agreement, including the appendices, constitutes the "**Investor Documentation**". Each Applicant hereby acknowledges having received and accepted the terms and conditions set out in the Investor Documentation and that its Application and subsequent subscription of Bonds are subject to the terms and conditions set out therein. Further, the Applicant expressly acknowledges that no documentation (e.g. information memorandum, prospectus or any similar documentation) other than the Investor Documentation has been prepared in connection with the Placement and that the Company does not intend to prepare such other documentation, and the Applicant confirms that its Application for Bonds is made on this basis.

**Application:** Application for Bonds (an "**Application**") will take place from 11 January 2021 and ends on 25 January 2021 at 1600 hours (Norwegian time) (the "**Application Period**"). The Board reserves the right to shorten or extend the Application Period by up to 2 weeks at any time and for any reason. If the Application Period is shortened or extended, the other dates referred to in this Application Agreement will be amended accordingly. By executing this Application Agreement, the undersigned Applicant irrevocably confirms its request to acquire the number of Bonds specified below, and irrevocably authorises and instructs the chairman of the board of directors of the Company, or its appointed representative, to subscribe and acquire the number of Bonds allocated and resolved issued and transferred to the Applicant in connection with the completion of the Placement (the "**Allocated Bonds**") in the name of, on behalf of, and for the risk of the Applicant. The Applicant further confirms and accepts that all acceptances, confirmations, representations, warranties and undertakings given by the Applicant pursuant to this Application Agreement may be enforced against the Applicant by the Company. This Application Agreement, duly signed, valid, and binding on the part of the Applicant, must be in the possession of the Company by the end of the Application Period to be considered for allocation of Bonds in the Placement. The Applicant bears the risk of any postal service delay or logistical and technical problems that results in the Application Agreement not being received within the end of the Application Period.

Any application received by the Company becomes binding on the Applicant upon such receipt and may not be withdrawn or amended after such time. The Application Agreement shall be returned by ordinary post, e-mail or hand-delivery, so that it is received by the end of the Application Period, to:

*Miris AS  
Dronning Eufemias gate 16, 0191 Oslo, Norway  
E-mail: [bestilling@miris.no](mailto:bestilling@miris.no)*

**Allocation:** Allocation of Bonds in the Placement will be carried out continuously during the Application Period. The final allocation of Bonds in the Initial Bond Issue will be resolved by the Board. Notification of allocation and payment instructions will be sent to the Applicants by the Company, or someone appointed to do so by the Company.

**Settlement and delivery:** The date for settlement of the Placement is expected to be on or about 1 February 2021 (the "**Settlement Date**"), and any further payment details will be stated in the allocation letter referred to above. Payment of the subscription amount being the number of allocated Bonds multiplied by the Bond Subscription Price must be received by the Company no later than the Settlement Date. Overdue payments will be charged with interest at a rate according to the Norwegian Act on Interest on Overdue Payment, currently 9,5% p.a. The Allocated Bonds will be delivered to each Applicant's designated VPS Account as soon as practicable after all conditions for the Placement have been met, full payment has been received. The Allocated Bonds are expected to be delivered to the Applicant on or about 1 February 2021.

In the event settlement is to take place by in-kind delivery of Subsidiary Debt Obligations, Company Debt Obligations or any other asset approved by the Issuer, a separate agreement to such effect will be entered into between the Issuer and the Applicant.

**VPS Account:** The allocation of Bonds requires the Applicant to have a VPS account. The account must be included in this Application Agreement, see below. Foreign investor may use a nominee account provided the nominee has been approved by the Norwegian Financial Supervising Authority (Norwegian: *Finanstilsynet*)

**Authorisation:** On my/our behalf, I/we hereby irrevocably authorise the chairman of the Company's board of directors to sign the Bond Agreement and subscribe for the number of Bonds allotted to the Applicant.

**Application:**

<i>Number of Bonds at EUR 1:</i>	<i>Total amount to be paid</i>

Place, date: \_\_\_\_\_  
(must be dated in the Application Period)

Signature: \_\_\_\_\_

The person signing must have legal capacity. If the Application Agreement is signed on behalf of a company or in accordance with a power of attorney, documentation in the form of a certificate of incorporation or power of attorney must be enclosed.

**Information about the Applicant:**

<i>First name:</i>	
<i>Last name / company name:</i>	
<i>Address:</i>	
<i>Postal number and address:</i>	
<i>Date of birth / organization number:</i>	
<i>VPS Account:</i>	
<i>E-mail:</i>	
<i>Telephone (daytime):</i>	

**(The Applicant must enclose a copy of a ID which can be of one of the following: (i) a Norwegian driver's license, (ii) Norwegian or foreign passports (not temporary passports), (iii) Norwegian Bank ID's with picture, or (iv) National ID cards issued an EEA member state. If the Applicant is a company, a certificate of registration no older than three (3) months must be enclosed.)**

**Information, risks, etc.:** The Applicant confirms that it has sufficient knowledge, sophistication and experience in financial and business matters to be capable of evaluating the merits and risks of an investment decision in the Company by applying for and acquiring the Bonds, and the Applicant is able to bear the economic risk, and to withstand a complete loss of an investment in the Bonds. The Applicant confirms that it has received the Investor Documentation and that it has had access to such financial and other information concerning the Company and the Bonds as the Applicant has deemed necessary or desirable in connection with the application for and acquisition of the Bonds, and has made such investigation with respect thereto as it deems necessary. The Applicant has made its own assessment of the Company the Bonds and the terms of the Placement based only on the Investor Documentation and such information as is publicly available and, to the extent deemed necessary, by the Applicant having consulted with its own independent advisors, the Applicant has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relating to its investment in the Bonds. The Applicant confirms that other than as set out in the Investor Documentation, it has not relied on representations, warranties, opinions, projections, financial or other information of analysis, express or implied, supplied to the Applicant by any representative of the Company or any of its affiliates. The Applicant expressly recognizes that no due diligence investigation has been conducted on the Company and that no prospectus or other offering document has been published in connection with the Placement.

**Confirmation by the Applicant:** I/we hereby confirm my/our order of the Bonds. I/we further confirm that (i) I/we understand that no prospectus, has been prepared in respect of the Placement, (ii) I/we accepts the terms and conditions for subscription in accordance with the Investor Documentation and confirm that I/we have read the Investor Documentation, (iii) my/our application is at my/our expense and risk and (iv) my/our order may be struck or reduced at the Company's discretion; however, such that I/we are still bound to subscribe and pay for the lesser number of Bonds that I/we have been allotted and thus that my/our payment obligation towards the Company is not affected by me/us being allotted a lower number of Bonds than that which is set out in my/our Application Agreement except that the payment obligation is reduced corresponding to the reduction of the number of allotted Bonds.

**Distribution of the Investor Documentation:** The distribution of any of the Investor Documentation for the Placement, the entry into of this Application Agreement, and application for / acquisition of Bonds in the Placement, may be restricted by law in certain jurisdictions and persons into whose possession such documents come must inform themselves about, and observe any such restrictions. Neither the Company nor any of its representatives, shall have any responsibility for any violations of such restrictions. No action has been taken or will be taken to permit the distribution of any of the Investor Documentation or other application/subscription material for the Placement in any jurisdiction where action would be required for such purposes. Accordingly, the Investor Documentation or other application/subscription material and the offer to apply for Bonds shall not be used for the purpose of an offer of, or solicitation for, any securities in any jurisdiction or in any circumstances in which such offer or solicitation would be unlawful or unauthorized. It shall be the Applicant's responsibility to comply with any such restrictions, and neither the Company nor any of its representatives shall have any responsibility or liability for the lawfulness of the Applicant's participation in the Placement.

**Other:** The Company reserves the right to strike and reduce any application for any reason. Upon over-subscription, the Board reserves the right to strike or reduce any subscription; however, the Board will aim at all Applicants being allotted the number of Bonds corresponding to the above-mentioned minimum subscription. Investors may thus be allotted fewer Bonds than ordered; however, they will in such event, still be bound to subscribe and pay for the number of Bonds it is allotted.

**Legal, valid and binding applications:** The Applicant has full power and authority to execute and deliver this Application Agreement and to apply for and acquire the Bonds, and it is authorized to pay all amounts it has committed to pay subject to the satisfaction of the terms stated herein for completion of the Placement.

The execution and delivery of this Application Agreement has been authorized by all necessary action by the Applicant or on the Applicant's behalf, and, upon acceptance of this Application Agreement and resolution to issue the Bonds by the Company, its legal, valid and binding obligations, shall be enforceable against the Applicant in accordance with its terms. The Applicant bears the full risk for its legal ability to acquire and own Bonds in the Company, and its monetary liability under this undertaking will not cease to be effective in the event that the subscription would be illegal due to applicable statutory law and regulations. In such event, the Applicant shall fulfil the payment obligations that have been effected and will designate a third party to whom the Bonds are to be issued.

**Governing law and jurisdiction:** The agreement following from this Application Form shall be governed and construed in accordance with Norwegian law with Oslo District Court as the exclusive legal venue.