

# SHAREHOLDERS' AGREEMENT

## INTRODUCTION

- A. This shareholders agreement contains the terms with respect to an equity investment in Fresco Motors AS (Org. nr. 923 458 816), a private limited liability company incorporated in Norway (the **"Company"**).
- B. Investor shall invest, in the aggregate, the following amount of Norwegian Kroner (NOK):  
as an exchange for the following amount of ordinary shares:

## 1. DEFINITIONS

In this Agreement the following words and expressions shall have the meaning given below:

<b>"Adherence Agreement"</b> :	means a document by which a person/company becomes a party to the existing Shareholders' Agreement;
<b>"Agreement"</b> :	means this shareholders' agreement, as amended or superseded from time to time, including its schedules;
<b>"Board"</b> :	means the board of directors of the Company as constituted from time to time;
<b>"Business"</b> :	means the main business of the Company consisting of the design, engineering, production, and sales of electric vehicles;
<b>"Business Day"</b> :	means a day when commercial banks are open for general banking business (other than internet banking) in Norway;
<b>"Completion"</b> :	means completion by the parties of their respective obligations;
<b>"Completion Date"</b> :	means the date of this Agreement;
<b>"Exempt Transfers"</b> :	means a transfer of Shares pursuant to Clause 9.6;
<b>"Equity Instruments"</b> :	means options, warrants, convertible loans, subscription rights or any other securities or instruments of the Company, outstanding from time to time, which can be converted into Shares or carry or have attached thereto a right to subscribe for Shares;
<b>"Founder Shares"</b> :	means in respect of each Founder, his/her/its directly and/or indirectly owned Shares and Equity Instruments;
<b>"Intellectual Property"</b> :	means all inventions, patents, trade marks, trade names, logos, domain names, copyrights, design rights, database rights, trade secrets, know-how and other intellectual property rights, including, where any such rights are obtained or enhanced by registration, all registrations of such rights and applications and rights to apply for such registrations, in any jurisdiction that have been or will be created for the Company and/or that relate to the Business;
<b>"IPO"</b> :	means the admission of all or any of the Shares or securities representing those shares on Oslo Børs or a similar stock exchange of a recognized national or international standing;
<b>"Investor"</b> :	means the Investor that has signed this Agreement;
<b>"Investor Consent"</b> :	means the prior written consent of the Investor;
<b>"New Articles"</b> :	means the new articles of association of the Company in the agreed form to be adopted on or prior to Completion as amended or superseded from time to time;
<b>"New Shares"</b> :	means the New Shares;
<b>"Sale"</b> :	means (a) a sale to a third party of all or substantially all of the Shares and Equity Instruments; (b) a sale to one or more existing Shareholders of all or substantially all of the Shares and Equity Instruments not already held by such Shareholders; (c) a sale of all or substantially all of the assets of the Company; or (d) a reorganisation, merger, demerger, consolidation or other type of transaction or series of transactions in which ownership and/or control of the Company or all or substantially all of its assets are transferred to a third party;
<b>"Shareholders"</b> :	means each of the shareholders of the Company from time to time who are a party to this Agreement, individually referred to as a <b>"Shareholder"</b> ;
<b>"Shares"</b> :	means shares in the capital of the Company having the rights set out in the New Articles and in this Agreement, including any shares issued subsequent to the Completion Date; and
<b>"Subsidiaries"</b> :	means all legal entities directly or indirectly owned or controlled by the Company from time to time (in accordance with the definition in the Norwegian Private Limited Liability Companies Act Section 1-3) and <b>"Subsidiary"</b> means any one of them.

## 2. FINANCING, CAPITAL INCREASE, DIVIDEND AND ADHERENCE

### 2.1. Financing

It is expressly agreed and understood that the parties shall not, under this Agreement or otherwise, unless expressly otherwise agreed in writing, be obligated to participate in any issue of Shares or Equity Instruments nor provide any funding to or guarantees for the Company or other obligations or in any other way contribute to the financing of the Company.

### 2.2. Capital Increase

2.2.1. In case of any subsequent financing of the Company through the issue of Shares or Equity Instruments post Completion (the "**Subsequent Financing**"), each of the Shareholders shall have pro rata right, but not an obligation, based on their (at the applicable time) respective holdings of Shares, to participate in any such Subsequent Financing on the same terms and at the same price as those Shares or Equity Instruments being offered to other persons. If a Shareholder chooses not to participate in the Subsequent Financing in full, the Shares and/or Equity Instruments not subscribed for by such Shareholder shall be reallocated and offered among the other Shareholders on a pro rata basis in relation to their (at the applicable time) holdings of Shares.

2.2.2. The provisions of Clause 2.2.1 shall not apply in case of (i) the issue of Shares or Equity Instruments reserved for employees as approved by the Board, (ii) the issue of Shares or Equity Instruments in connection with a bona fide acquisition by the Company of any company or business or a venture debt financing by the Company, or (iii) the issue of Shares pursuant to a share split or similar reorganisation.

### 2.3. Dividend

The parties agree that the income of the Company and the funds accrued shall be used primarily for the development of its operations and the expansion of the Business. The Company shall, secondarily, also strive to provide a good yield to the Shareholders.

### 2.4. Adherence of new parties

2.4.1. The parties acknowledge and agree that key employees involved in the Business and other persons may be offered to subscribe for new Shares or Equity Instruments, or to acquire existing Shares or Equity Instruments, in the future. In connection therewith, and provided for the avoidance of doubt that the resolution to offer Shares or Equity Instruments to such person has been taken in compliance with this Agreement, the parties agree that the majority of the Founders shall have a right (unless otherwise is expressly stated in this Agreement) to (i) decide whether such person shall adhere to and become a party to this Agreement, and (ii) take any actions and measures necessary to such person adhere to this Agreement.

2.4.2. If any person adheres to this Agreement pursuant to this Clause 2.4, the provisions set forth in Clause 9.1.3 shall apply.

## 3. THE BOARD

3.1. The Board shall consist of three ordinary members with no deputy members. The Founders shall elect three of the ordinary members and no deputy members.

3.2. Board meetings will be held at least four times per year.

## 4. INFORMATION

4.1. The Founders shall procure that the Company provides to the Investor:

- (i) within 30 days after the end of every calendar year, a completed business report.

## 5. MATTERS REQUIRING INVESTOR CONSENT

Unless otherwise provided for in this Agreement, a resolution passed by the Board or by the shareholders' meeting in the Company, or by the board of directors or by the shareholders' meeting in a Subsidiary or a joint venture, as the case may be, in relation to the below listed items shall be considered binding only if a Investor Consent is obtained or, in case of Board/board of directors resolutions, consent of the representative (or a majority of the representatives, as the case may be) appointed by the Investor (where the definitions below shall apply, mutatis mutandis, for a Subsidiary or a joint venture):

- (a) adversely change rights of the purchased Shares.

## 6. DEDICATION

Each of the Key Persons may undertake additional business activities.

## 7. EXIT

7.1. It is the parties' intention to effect a Sale or an IPO (any of them an "Exit").

7.2. It is hereby agreed by the parties that, on an IPO, the Shareholders shall (i) to the extent required by the listing rules of the applicable stock exchange retain such number of their Shares held at the time of the IPO for such period after the IPO as is required by the applicable listing rules or the rules and requirements of the relevant recognised stock exchange; and (ii) have regard to the recommendation of the Company's financial advisor on an IPO in determining their respective sale of Shares upon the Company's IPO and shall make such determination with a view to ensuring the success of the IPO.

## 8. LIQUIDATION PREFERENCE

Upon liquidation, dissolution or winding up of the Company, the Investors are not entitled to receive their investments back. The remaining proceeds shall be equally distributed to the original founders.

## 9. TRANSFER OF SHARES

### 9.1. General

9.1.1. In this Clause 9 the expression Shares includes also Equity Instruments. Each Shareholder agrees that it will not transfer, sell, assign, pledge, place in trust, contribute to capital or in any other manner encumber or dispose of, directly or indirectly and whether or not voluntarily (hereinafter in this Clause 9, the transfer) any of its Shares except in compliance with all terms, conditions and provisions of this Agreement.

9.1.2. The New Articles contain a right of first refusal clause and a post-sale purchase right clause relating to the transfer of Shares, but the parties to this Agreement agree that the provisions in the New Articles shall not be invoked and shall not apply for any transfer made in compliance with this Agreement.

9.1.3. Save as expressly provided for in this Agreement, it shall be a condition to the transfer of any Shares that the purchaser consents in writing to be bound by the terms of this Agreement (as amended from time to time), and shall become a party to this Agreement on the same terms and in the same capacity as the transferor by executing an Adherence Agreement.

9.1.4. A party who is a physical person shall always uphold necessary prenuptial arrangements or similar to the effect that all his/her Shares and all his/her shares in a Shareholder, as the case may be, always remain with the said party in question in case of a divorce.

### 9.2. Transfer of Shares other than Founder Shares and Right of First Refusal

9.2.1. All Shares other than Founder Shares shall be freely transferable, provided the other Shareholders are first offered the opportunity in accordance with this Clause 9.2 to purchase such Shares.

9.2.2. If a Shareholder who is not a Founder (the "Transferring Shareholder") wishes to sell and transfer all or some of its Shares (the "Offered Shares"), the other Shareholders shall have a right of first refusal to purchase the Offered Shares in accordance with the below.

9.2.3. The Transferring Shareholder shall notify the other Shareholders and the Board in writing of its intention to dispose of the Offered Shares, stating the material terms of the disposition, including information on prospective purchaser, number of shares and price per share (the "Transfer Notice"). The other Shareholders shall within a period of 30 days after the receipt of the Transfer Notice notify the Transferring Shareholder in writing to what extent they wish to exercise their right of first refusal and accept the offer under the Transfer Notice. Those Shareholders accepting the offer (the "Accepting Shareholders") shall be entitled and required to purchase some or all of the Offered Shares. If more than one Shareholder accepts the offer, the Offered Shares shall be allocated between the Accepting Shareholders on a pro rata basis in relation to their (at the applicable time) respective holdings of Shares. If a Shareholder does not notify the Transferring Shareholder within the stipulated 30 day period, such Shareholder shall be deemed to have rejected the offer under the Transfer Notice.

9.2.4. If the other Shareholders do not accept, or if they have rejected, the offer under the Transfer Notice, then the Transferring Shareholder shall be entitled to sell the Offered Shares to a third party on terms not more favourable for the acquirer than the terms that the other Shareholders were entitled to under the Transfer Notice, provided that such sale is completed within 45 days from the day the Transferring Shareholder became entitled to sell the Offered Shares

under this Clause 9.2 and such third party acquirer agrees in writing to be bound by this Agreement as set forth in Clause 9.1.3.

### 9.3. Transfer of Founder Shares, Consent and Right of First Refusal

9.3.1. Sale and transfer by any holders of Founder Shares shall be subject to the other Shareholders being first offered the opportunity to purchase such shares in accordance with this Clause 9.3.

9.3.2. If a holder of Founder Shares (the “**Transferring Founder**”) wishes to sell and transfer all or some of its Founder Shares (the “**Offered Founder Shares**”), the other Shareholders shall have a right of first refusal to purchase such shares in accordance with the below.

9.3.3. The provisions set forth in Clause 9.2.3 and 9.2.4 shall apply, mutatis mutandis, regarding the Transferring Founder’s transfer of the Offered Founder Shares.

### 9.4. Drag Along Right

9.4.1. If a bona fide arm’s length third party (the “**Third Party Purchaser**”) makes a written offer of a Sale and Shareholders representing more than 60% of the Shares wish to accept such offer, such Shareholders (the “**Dragging Shareholders**”) shall have the option to require (the “**Drag Along Right**”) that the other Shareholders shall sell and transfer all of their Shares to such Third Party Purchaser (or as the Third Party Purchaser shall direct in accordance with the provisions of this Clause 9.4) against the consideration per Share determined in the Sale offer and otherwise on the same terms and conditions as the Dragging Shareholders (however with any agreed exceptions under this Agreement). Any sale pursuant to this Clause 9.4 shall always be subject to (i) the other Shareholders’ right of first refusal as set forth in Clauses 9.2 and 9.3, and (ii) the Liquidation Preference of the New Shares.

9.4.2. The Dragging Shareholders may exercise the Drag Along Right by giving written notice to the other Shareholders with a copy to the Board (a “**Drag Along Notice**”) to that effect at any time before the transfer of their Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the other Shareholders are required to transfer all their Shares (the “**Called Shares**”) pursuant to this Clause 9.4, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this Clause 9.4, subject always to the Liquidation Preference of the New Shares) and the proposed date of transfer.

9.4.3. Drag Along Notices shall lapse if for any reason there is not a Sale of the Dragging Shareholders’ Shares to the Third Party Purchaser within 90 days after the date of service of the Drag Along Notice.

### 9.5. Tag Along Rights

If a Shareholder (the “**Selling Shareholder**”) proposes and has the right to transfer some or all of its Shares in accordance with this Agreement, then the other Shareholders (the “**Tagging Shareholders**”) shall have the option (the “**Tag Along Right**”), but not the obligation, to require that the proposed purchaser simultaneously acquires from the Tagging Shareholders at the same time such number of Shares as specified by the Tagging Shareholders, at a price per Share corresponding to the highest price paid by the proposed purchaser for the Shares in the transfer in question. In the event of such a proposed transfer, the Selling Shareholder shall provide all Tagging Shareholders with a written notice of all the material terms and conditions of such proposed transfer (including, inter alia, the name of the purchaser, the number of Shares and the consideration per Share subject to the offer). The Tagging Shareholders shall have the right, exercisable by written notice given to the Selling Shareholder within 30 days after receipt of the written notice from the Selling Shareholder, to request the Selling Shareholder to include in the proposed transfer the number of Shares held by the Tagging Shareholders as is specified in such notice given to the Selling Shareholder, provided that if the aggregate number of Shares proposed to be transferred by the Selling Shareholder and by the Tagging Shareholders exceeds the number of Shares which can be transferred to the purchaser at the price set forth in the notice given by the Selling Shareholder, then each Tagging Shareholder shall only be entitled to request that the Shares that can be transferred to the purchaser are divided between the Selling Shareholder and the Tagging Shareholders on a pro rata basis based upon such Selling Shareholder’s and the Tagging Shareholders’ percentage ownership of all Shares.

### 9.6. Exempt Transfers

9.6.1. Each Shareholder shall be entitled to freely transfer all or some of its Shares in case of a sale and transfer or assignment of Shares by it to any company wholly owned and controlled by either the transferring Shareholder or the sole holder of shares in the transferring Shareholder, subject to that such a company enters into this Agreement as a party (such a company shall be referred to as an “**Affiliated Company**”).

9.6.2. Notwithstanding a transfer pursuant to Clause 9.6.1 above, the transferring Shareholder shall remain a party to this Agreement. The transferring Shareholder is furthermore jointly and severally liable for the Affiliated Company correctly fulfilling its obligations under this Agreement.

9.6.3. The transferring Shareholder shall ensure that the shares in the Affiliated Company are not transferred or pledged or entitle any third party to subscribe for shares or give subscription rights, warrants, convertibles, certificates of issue or other instruments or securities giving such a third party the right to receive, or otherwise call for or demand, a new issue, allotment or transfer of shares or other instruments or securities of the Affiliated Company.

9.6.4. Should the transferring Shareholder or the sole holder of shares in the transferring Shareholder, as the case may be, cease to be the sole owner and controller of all the shares of the Affiliated Company, the Affiliated Company undertakes to transfer all Shares, held by the Affiliated Company, back to the transferring Shareholder within ten Business Days. The transferring Shareholder covenants to contribute to the transfer.

## 10. VESTING AND PURCHASE RIGHTS

### 10.1. Purchase Rights

10.1.1. If, before the end of the period three years from the Completion Date, (i) a Founder terminates his/her employment relationship with the Company, or (ii) the Founder's employment agreement is terminated by the Company due to reasons which would be considered as grounds for dismissal under Norwegian Employment Law (regardless of the employee being a managing director or not), or if, before the end of the period three years from the Completion Date, (iii) a Founder makes a material breach of Clause 6 (dedication) or Clause 13 (non-compete and non-solicitation), then such person, as applicable, (the "**Bad Leaver**") shall be obligated, unless otherwise decided by the Board at its sole discretion, to offer his/her directly or indirectly owned and unvested Founder Shares to be sold to each Shareholder, who shall be entitled, but not under an obligation, to purchase the unvested Founder Shares. If several Shareholders wish to exercise their right to purchase the unvested Founder Shares, such shares shall be divided among the Shareholders wishing to purchase the unvested Founder Shares on a pro rata basis in relation to their (at the applicable time) holdings of Shares out of the total number of Shares held by them as a group. The purchase price per Share under this Clause 10.1.1 shall be the quota value (Nw. pålydende verdi) of such Share.

10.1.2. If, before the end of the period three years from the Completion Date, a Founder is not working full-time in the Company for any other reason than the reasons mentioned in Clause 10.1.1, then such person, as applicable, (the "**Good Leaver**") shall be obligated, unless otherwise decided by the Board at its sole discretion, to offer his/her directly or indirectly owned and unvested Founder Shares to be sold to each Shareholder, who shall be entitled, but not under an obligation, to purchase the unvested Founder Shares. If several Shareholders wish to exercise their right to purchase the unvested Founder Shares, such shares shall be divided among the Shareholders wishing to purchase the unvested Founder Shares on a pro rata basis in relation to their (at the applicable time) holdings of Shares out of the total number of Shares held by them as a group. The purchase price per Share under this Clause 10.1.2 shall be the full Share value as determined at a valuation pursuant to the provisions set forth in Clause 12.

### 10.2. Vesting

For the purposes of this Clause 10, the Founder Shares held directly or indirectly by the Founders, shall vest as follows: 25% to vest one year from the Completion Date and the remaining 75% to vest in equal monthly installments over the following 36 months. The purchase right of the Shareholders specified in this Clause 10 shall apply only to unvested Founder Shares.

## 11. REDEMPTION OF SHARES

### 11.1. General

In this Clause 11 the expression Shares includes also Equity Instruments.

### 11.2. Redemption of Shares subject to material breach of contract

11.2.1. A material breach of any of the provisions set forth in this Agreement by a party (the "**Defaulting Party**"), other than a circumstance where Clause 10 is applicable, shall be considered a material breach of contract (Nw. vesentlig mislighold) and if no remedies are undertaken within 30 days from receipt by the Defaulting Party of a written request from at least two Shareholders (the "**Requesting Shareholders**") to cease the violation, the other Shareholders (than the Defaulting Party) shall have the right to redeem the Shares directly or indirectly held by the Defaulting Party. A Shareholder shall only be obliged to request rectification in writing if the material breach of contract is of such a nature that rectification is possible. Should rectification not be possible, the other Shareholders shall instead have the right to redeem the Shares directly or indirectly held by the Defaulting Party without the prior written request for rectification (and thus without compliance with the period of rectification). When the Requesting Shareholders request rectification from the Defaulting Party or redemption pursuant to the provisions set forth in this provision, they shall at the same time send a copy of such a request to the Board.

11.2.2. Redemption pursuant to this Clause 11.2 shall not exclude other remedies with reference to the material breach of contract. To the extent damages shall be paid due to the breach of contract and redemption of the Shares

directly or indirectly held by the Defaulting Party has been undertaken, reduction in the purchase price as set forth in Clause 11.2.5, shall be complied with upon calculation of the damages.

11.2.3. Not later than 30 days from the expiry of the period of rectification or, if no request was required, 30 days from the Requesting Shareholders' request for redemption, each of the other Shareholders, who wish to redeem the Shares directly or indirectly held by the Defaulting Party, shall notify the Defaulting Party accordingly in writing with a copy to the Board. Should a Shareholder not wish to redeem all of the Shares directly or indirectly held by the Defaulting Party, the notice shall set forth the maximum number of Shares the Shareholder wishes to redeem. Should a Shareholder refrain from submitting such a notice within the above-mentioned 30 day-period, said Shareholder shall be considered as refraining from its right for redemption of the Shares.

11.2.4. Subject to the other Shareholder/Shareholders individually or jointly, within the above-mentioned redemption period, notifying that the redemption right will be called upon for all or a part of the Shares directly or indirectly held by the Defaulting Party, the other Shareholders shall acquire such Shares from the Defaulting Party or the company holding such Shares. Should more than one of the other Shareholders wish to call upon the redemption right, the other Shareholders shall be allotted Shares in proportion to their respective shareholdings in the Company at the time of the redemption. Any excess Share(s) shall be distributed among the other Shareholders by the drawing of lots, which shall be arranged for by the Board. However, neither of the other Shareholders shall be obliged to acquire more Shares than the Shareholder, if applicable, has notified as the maximum number of Shares in their request for redemption. Upon expiry of the redemption period (or any earlier date when all other Shareholders have notified whether they wish to utilize the redemption right) and if the above-mentioned provisions have been fulfilled, the Defaulting Party or the company that held the Shares shall, if applicable, submit share certificates, other securities, certificates or documents representing the Shares, duly transferred to the other Shareholders requesting redemption, whereby the right of ownership shall pass.

11.2.5. The purchase price upon redemption pursuant to the provisions set forth in Clause 11.2 shall amount to 50% of the Share value as determined at a valuation pursuant to the provisions set forth in Clause 12. The purchase price for the Shares shall be paid in cash within 30 days from the date on which the value of the Shares was finally determined.

### 11.3. Redemption of Shares subject to change of control

Each Shareholder shall have the right to request redemption of Shares held by a Shareholder, if a third party, whether natural or legal person, gains control (directly or indirectly) of such Shareholder (regardless whether by transfer, new issue or in any other way). Redemption pursuant to this provision shall be undertaken in accordance with the provisions set forth in Clause 11.2 mutatis mutandis, however, without any reduction in the purchase price. Furthermore, the redemption period shall be calculated from the date when the other Shareholders were notified of the change of control. The right of ownership shall pass in connection with payment of the purchase price for the Shares.

### 11.4. Redemption subject to liquidation etc.

Should a party enter into liquidation (Nw. konkurs), composition procedure (Nw. akkord), suspend payments (Nw. innstille betaling), enter into company reorganisation or otherwise reasonably be considered insolvent (Nw. insolvent), the other Shareholders shall have the right to redeem the Shares directly or indirectly held by said party. Redemption pursuant to this provision shall be undertaken in accordance with the provisions set forth in Clause 11.2 mutatis mutandis, however, without any reduction in the purchase price. Furthermore, the redemption period shall be calculated from the date when the other Shareholders were notified of the above-mentioned occasion. The right of ownership shall pass in connection with payment of the purchase price for the Shares.

### 11.5. Redemption of Shares subject to division of property

11.5.1. Should a party, who is a natural person, be deprived of Shares (which is directly or indirectly held by such party) by means of division of joint property (Nw. oppløsning av sameie), the other Shareholders shall have the right to redeem the Shares directly or indirectly held by such party. Redemption pursuant to this provision shall be undertaken in accordance with the provisions set forth in Clause 11.2 mutatis mutandis, however, without any reduction in the purchase price. Furthermore, the redemption period shall be calculated from the date when the other Shareholders were notified of the above-mentioned occasion. The right of ownership shall pass in connection with payment of the purchase price for the Shares.

11.5.2. Should redemption pursuant to the provisions set forth in Clause 11.5.1 not be undertaken, the person directly or indirectly acquiring the Shares by means of division of joint property shall enter into the Agreement as a party.

### 11.6. Redemption of Shares subject to death

11.6.1. Should a party, who is a natural person, decease, the other Shareholders shall have the right to redeem the Shares directly or indirectly held by said party. Redemption pursuant to this provision shall be undertaken in accordance with the provisions set forth in Clause 11.2 mutatis mutandis, however, without any reduction in the

purchase price. Furthermore, the redemption period shall be calculated from the date when the other Shareholders were notified of the above-mentioned occasion. The right of ownership shall pass in connection with payment of the purchase price for the Shares.

11.6.2. Should redemption pursuant to the provisions set forth in Clause 11.6.1 not be undertaken, the person directly or indirectly acquiring the Shares by means of inheritance shall enter into the Agreement as a party.

#### 11.7. Redemption of Shares in case of criminal verdict

11.7.1. Each Shareholder shall have the right to request redemption of Shares held by a direct or indirect Shareholder who is convicted of a crime, if

- (i) the verdict has gained legal force;
- (ii) the crime may, according to the opinion of a majority of the other Shareholders, harm the Company; and
- (iii) such crime may lead to an imprisonment penalty for two years or more and/or the crime was directed towards the Company, a Subsidiary or the Company's and/or a Subsidiary's shareholder, employee, consultant, customer, supplier or partner.

11.7.2. Redemption pursuant to the provisions set forth in Clause 11.7.1 shall be undertaken in accordance with the provisions set forth in Clause 11.2 *mutatis mutandis*. The redemption period shall be calculated from the date when the other Shareholders were notified by the convicted (direct or indirect) Shareholder, according to the provisions in Clause 23, that the above-mentioned verdict has gained legal force. The right of ownership shall pass in connection with payment of the purchase price for the Shares.

## 12. VALUATION OF SHARES

12.1. In the event that the value of the Shares shall be determined pursuant to the Agreement, and where the Shareholders cannot agree on the value of the Shares within two weeks from the date when the discussion about the value of Shares was initiated, the value shall, at the request of a party, be finally determined by a committee consisting of two independent valuation officers. Each of the valuation officers shall be active at any of the accounting companies KPMG, PwC, EY or Deloitte, whereby one valuation officer shall be appointed by the party requesting the valuation and the second valuation officer shall be appointed by the other Shareholders concerned by the valuation. If the other Shareholders concerned by the valuation cannot agree on the second valuation officer within seven days, the second valuation officer shall be appointed by the Oslo Chamber of Commerce at the request of either of such Shareholder. The valuation officers shall within two weeks attempt to agree on a valuation of the Shares and, in case of disagreement, they shall each make an independent valuation. The basis for the valuation shall be to determine the market value of the Shares as per the day of the request for redemption pursuant to the then currently applicable practice for company valuation. Equity Instruments shall be valued at market value as per the day of request for redemption at the then applicable customary valuation principles. Each Share and each Equity Instrument, respectively, shall be deemed to have the value corresponding to the value of the whole Company divided by the number of outstanding Shares and Equity Instruments (on a fully diluted basis). The so determined market value shall be the average value between the two valuations, unless one of the valuations is more than 20% higher than the other.

12.2. If one of the valuations is more than 20% higher than the other valuation, the two appointed valuation officers shall jointly appoint a third valuation officer, who shall determine one of the valuations as the final valuation. If the two valuation officers fail to agree on the third valuation officer within seven days, such third valuation officer shall be appointed by the Oslo Chamber of Commerce at the request of either of the Shareholders. The determined market value shall be final and binding on the parties.

12.3. The costs pertaining to the valuation pursuant to this provision shall, as a general rule, be divided between the party, whose Shares are subject to redemption and the redeeming Shareholders by half each. Should the reason for the redemption be attributable to the provisions set forth in Clause 11.2, the costs for the valuation shall be carried by said party in full whose Shares are being redeemed.

## 13. NON-COMPETE AND NON-SOLICITATION

13.1. Each of the Founders and the Key Persons hereby undertakes and covenants that (save for any interest in the shares or other securities of a company traded on a securities market so long as such interest does not extend to more than 5% of the issued share capital of the company or the class of securities concerned) he/she/it shall not as long as he/she/it is a direct or indirect Shareholder and one year thereafter:

- (i) carry on or be concerned, engaged or interested directly or indirectly in any capacity whatsoever in any trade or business competing with the Business; or

- (ii) either on his/her/its own behalf or in any other capacity whatsoever directly or indirectly endeavour to entice away from the Company or solicit or engage any person or company who is a client, customer, supplier, agent, distributor or employee of the Company.

13.2. The obligations on a party under this Clause 13 shall survive any transfer of all or any Shares and shall survive, in the case the party is a physical person, him/her ceasing to be a director or employee of or consultant to the Company.

## 14. INTELLECTUAL PROPERTY

14.1. Each of the Founders, the Key Persons, and the Existing Shareholders acknowledges and confirms that all Intellectual Property shall be the exclusive property of the Company.

14.2. Each of the Founders, the Key Persons, and the Existing Shareholders hereby exclusively, entirely and irrevocably assigns/transfers to the Company any and all rights, title and interest and benefit to any and all Intellectual Property held by it, including, but not limited to, the right to make changes and modifications thereof as well as the right to further assign/transfer such rights to any third party, for no compensation, or such compensation as required by law. Furthermore, each of the Founders, the Key Persons, and the Existing Shareholders hereby undertakes to take all such actions necessary to effect such assignment/transfer.

14.3. The obligations on a party under this Clause 14 shall survive any transfer of all or any Shares and shall survive, in the case the party is a physical person, him/her ceasing to be a director or employee of or consultant to the Company if the Intellectual Property had been created prior to such transfer of all or any Shares and, in the case the party is a physical person, prior to him/her ceasing to be a director or employee of or consultant to the Company.

## 15. TERM AND TERMINATION

15.1. This Agreement enters into force as per the date hereof and will remain valid and in full force until the tenth anniversary of this date. The Agreement, unless terminated by any party, giving six months' written notice to the other parties, shall be extended automatically for two-year periods with the corresponding six months' notice period applying.

15.2. Unless otherwise stated in this Agreement, in the event a Shareholder transfers all of its Shares in accordance with the terms of this Agreement, that Shareholder shall no longer be a party to this Agreement.

15.3. In the event of an Exit that is consummated through an IPO this Agreement shall automatically expire on the first day the Shares are publicly traded.

## 16. SHARE CERTIFICATES

The parties agree that no share certificates representing Shares shall be issued. Any outstanding share certificates shall be cancelled in connection with the execution of this Agreement.

## 17. CONFIDENTIALITY

17.1. Each of the parties agrees to keep secret and confidential and not to use or disclose to any third party (except for the purposes of the Business) any confidential information relating to the Company or the Business. A party is not subject to this confidentiality undertaking if and only insofar as (i) the information is in the public domain (otherwise than through the wrongful disclosure of any party), (ii) the party or its affiliates have by reasonable proof already been in the possession of such information at the time of the receipt of the information, (iii) the information shall be disclosed to its professional advisors, and/or (iv) the disclosure of the information is required by law or by the rules of any regulatory body to which the party is subject.

17.2. The Investors shall be entitled to pass information to third parties (subject to the third party agreeing to suitable confidentiality restrictions) with a view to effecting or facilitating an Exit.

17.3. The obligations on a party under this Clause 17 shall survive any transfer of all or any Shares and, in the case the party is a physical person, shall survive him/her ceasing to be a director or employee of or consultant to the Company, for a period of seven years.

## 18. EFFECT OF CEASING TO HOLD SHARES

Subject to the provisions set forth in Clauses 13, 14 and 17, a party shall cease to be a party to this Agreement for the purpose of receiving benefits and enforcing its rights with effect from the date it ceases to hold or beneficially own any Shares (but without prejudice to any benefits and rights enjoyed prior to such cessation).



## 19. ENTIRE AGREEMENT AND NO PARTNERSHIP

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous negotiations and understandings between the parties, whether written or oral. For the avoidance of doubt, this Agreement shall not be deemed to create any partnership between the parties hereto, to the effect, inter alia, that the Norwegian Act on Partnerships shall not have any application to this Agreement or any matter related hereto.

## 20. CHANGES AND ADDITIONS

Changes and additions to this Agreement, including to this provision, must be in writing and duly executed by all parties.

## 21. SEVERANCE

If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, the remainder of that provision and all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired. The parties agree to substitute the invalid or unenforceable provision by a provision which will come as close as possible to the intended economic effect of the invalid or unenforceable provision.

## 22. TRANSFER OF AGREEMENT

Neither of the parties may assign nor transfer any part of its rights or obligations under this Agreement without the concurrent transfer of the Shares comprised by the Agreement.

## 23. NOTICES

Notices shall be delivered to a party's address in accordance with the Agreement (or in each such case such other address as the recipient may notify to the other parties for such purpose). The notices shall be deemed to be duly received:

- (i) if delivered by hand or sent by reputable international overnight courier (with return or delivery receipt obtained) on the date of receipt by the recipient thereof (as set out in the courier receipt) if received prior to 5 pm (CET) and such day is a Business Day, and otherwise on the next Business Day;
- (ii) if sent by email if and when the other party notifies the receipt of the email, which shall not be unreasonably withheld; or
- (iii) if sent by registered mail (Nw. rekommandert brev), on the third day after posting.

The parties hereby accept that the Company uses email and other electronic communication when communicating with its shareholders.

## 24. DISPUTES AND GOVERNING LAW

24.1. Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in Oslo in accordance with the Norwegian Arbitration Act of 14 May 2004 no. 25. The language to be used in the arbitral proceedings shall be Norwegian, unless the parties have agreed otherwise.

24.2. The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration Clause will be kept strictly confidential. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other parties in connection with the dispute, or if such a right exists pursuant to statute, regulation, a decision by an authority, a stock exchange rules or similar.

24.3. Any party, before or during any arbitral proceedings, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitral proceedings.

24.4. This Agreement shall be governed by and construed in accordance with the laws of Norway, without regard to its choice of law provisions.

SIGNATURE OF THE PARTIES

Fresco Motors AS

Investor

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Signed

Signed

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Typed

Typed

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Corporate title

Address

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Address

Email

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Email

National identification number

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Organizational number

Date

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Date