

POWER OF ATTORNEY AND SUBSCRIPTION FORM

This power of attorney and subscription form (the "**Agreement**") is granted by:

Name: [=Investor Name] D.O.B./Reg.n: [=dob]

Address: [=Investor address]

(the "**Investor**")

1 INTRODUCTION

1.1 {{organization.name}} (the "**Company**") currently has a share capital of NOK [Share capital] divided into [number of shares] common shares, each with a par value of NOK [Share value]

1.2 The Company plans to make a capital raise of minimum [number of new shares] new common shares with a subscription price of NOK [subscription price],- per share in [date of general meeting]. Both existing and new shareholders will be invited to participate.

1.3 The Investor wishes to make an investment in the Company

1.4 The Parties have agreed that the Company shall issue and that the Investor shall subscribe to new shares in the Company, subject to the terms and conditions of this Agreement.

2 SUBSCRIPTION TO SHARES

2.1 The Investor hereby undertake to subscribe for [_____] new ordinary shares in the Company (the "**Subscription Shares**") at a subscription price of NOK [share price] per Subscription Share, totaling NOK [_____] (the "**Subscription Price**") for all the Subscription Shares.

2.2 The final allocation of shares will be resolved by the board of directors and general meeting of the Company. The Company expressly reserves the right to reduce the number of Subscription Shares to be issued to the Investor without further liability. The Company will inform the Investor of the final allocation on or about [=date: one week prior to general meeting] and in any event immediately following the general meeting to be held pursuant to Section 2.3.

2.3 The Company shall procure that a general meeting is held to resolve the share capital increase and the issuance of the Subscription Shares to the Investor. The general meeting is currently scheduled to be held on or about [=date of general meeting]. In the event that the general meeting has not been held within [=date of general meeting + 1 month], this Agreement will lapse without any further obligations for the parties.

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2.4 The subscription of the Subscription Shares shall be made on the date of and in the minutes of the general meeting and the Subscription Price shall be paid in NOK to such bank account number as specified by the Company.

3 POWER OF ATTORNEY

3.1 The Investor hereby authorize [=name of chairman of the Board] as the agent and attorney-in-fact for the Investor to on his behalf (i) subscribe to the Subscription Shares in accordance with Section 2 above; and (ii) execute any other document and take any other action reasonably required in connection with the completion of the accession to the Shareholders Agreement (as defined below) and the subscription to the Subscription Shares.

4 ACCESSION TO THE SHAREHOLDER'S AGREEMENT

4.1 The Investor confirms to have read, understood and received a copy of the shareholders' agreement of [=signature date of the Shareholder Agreement in effect] relating to the Company and entered into among the shareholders of the Company (the "Shareholders Agreement").

4.2 The Investor hereby agrees to be bound, perform and comply with the terms and conditions of the Shareholders Agreement, as such agreement may have been amended from time to time.

5 CONFIDENTIALITY

5.1 The Parties agree that the existence and content of this Agreement shall be deemed to be confidential information; and that such information may not be conveyed to any third party or otherwise be used to the damage of the other Party. This provision applies unless it is provided by law, regulation or governmental decision that a Party is obligated to give information, or if the information is publicly known and available in the market other than as a result of breach of contract from the Party.

6 MISCELLANEOUS

6.1 The Investor may not transfer, assign, pledge or hypothecate or otherwise disposed of in any way (whether by operation of law or otherwise) any rights or privileges under this Agreement without prior written approval from the Company.

6.2 No amendment to and no waiver of any rights under this Agreement shall be effective unless made in writing and signed by the Parties hereto.

6.3 Each Party shall be liable for its own taxes or costs incurred in connection with the preparation and implementation of this Agreement.

7 GOVERNING LAW AND LEGAL VENUE

7.1 This Agreement shall be governed by and construed in accordance with Norwegian law.

ENTREPEDIA

7.2 Any dispute that may arise from this Agreement shall be settled with Oslo city court as legal venue.

8 SIGNATURE

Investor

Name: [=Name]

Title: [=Title]

Place, date: [=Place], {{date}}