

# Interoil Exploration and Production ASA

To be returned to:  
retail@dnb.no

## Application Agreement (Private Placement March 2021)

**General Information:** Interoil Exploration and Production ASA (the "**Company**"), a company incorporated under the laws of Norway with registration number 988 247 006, contemplates a private placement with total proceeds of up to the NOK equivalent of EUR 999,999, by issuing new ordinary shares in the Company, each with a nominal value of NOK 0.50 (the "**Offer Shares**") (the "**Private Placement**"). The Private Placement is directed towards investors subject to applicable exemptions from relevant prospectus requirements outside the United States in reliance on Regulation S under the United States Securities Act of 1933. All applicants are referred to Exhibit I hereto for further information on the selling and transfer restrictions applicable to the Private Placement. The subscription price per Offer Share is NOK 1.33 (the "**Subscription Price**").

The final number of Offer Shares to be issued will be determined by the Company's board of directors following expiration of the application period. The minimum application amount in the Private Placement is NOK 10,000. The applicant (the "**Applicant**") acknowledges to have received and accepted the terms set out in this application agreement (the "**Application Agreement**") and that the application and subscription is subject to the terms set out therein.

**Application procedure:** Applications will take place from and including 8 March 2021 at 09:00 hours CET to and including 15 March 2021 at 16:30 hours CET (the "**Application Period**"). The Company reserves the right, at its own discretion, to close or extend the Application Period at any time. If the Application Period is shortened or extended, the other dates referred to herein may be amended accordingly.

By executing this Application Agreement, the Applicant irrevocably confirms the Applicant's request to subscribe for the number of Offer Shares at the amount(s) specified by such Applicant on the terms included in the Investor Documentation, and authorizes and instructs the Chair of the Board of the Company, to subscribe for the number of Offer Shares allocated to the Applicant in the Private Placement (the "**Allocated Shares**") on behalf of the Applicant.

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. The Applicant bears the risk of any postal delays, unavailable internet lines or servers, e-mail delays and any other logistical or technical problems that may result in applications not being received in time or at all. The Applicant is further responsible for the correctness of the information inserted on the Application Agreement. Any application received by the Company (whether in writing or by taped phone) is binding on the Applicant and may not be withdrawn or amended after such time.

**Allocation of Offer Shares:** Notification of allotment and payment instruction (the "**Notification**") are expected to be sent to the Applicant by the Company on or about 16 March 2021, subject to any shortening or extensions of the Application Period. The Company will in its sole discretion allocate the Offer Shares to the Applicants and may take into account such allocation principles it deems appropriate in this respect. The Company may, at their sole discretion, set a maximum allocation to any Applicant as well as reject or reduce any application in whole or in part. The final allocation of Offer Shares will be resolved by the Company's board of directors. Allotment of Offer Shares totalling a lower amount than applied for does not affect the Applicant's obligation to subscribe and pay for the Offer Shares allotted.

**Payment:** The payment for Offer Shares allocated to a subscriber falls due on 17 March 2021 (the "**Payment Date**"), subject to any shortening or extensions of the Application Period, and any further settlement details will be stated in the Notification. By applying for shares in the Private Placement, subscribers having a Norwegian bank account irrevocably authorise DNB Bank ASA (the "**Settlement Agent**") to debit the bank account specified below for the subscription amount payable for the Offer Shares allocated to the Applicant. The Settlement Agent is only authorised to debit such account once, but reserves the right to make up to three debit attempts, and the authorisation will be valid for up to seven working days after the Payment Date. The subscriber furthermore authorises the Settlement Agent to obtain confirmation from the subscriber's bank that the subscriber has the right to dispose over the specified account and that there are sufficient funds in the account to cover the payment. If there are insufficient funds in a subscriber's bank account or if it for other reasons is impossible to debit such bank account when a debit attempt is made pursuant to the authorisation from the subscriber, the subscriber's obligation to pay for the Offer Shares will be deemed overdue. Subscribers who do not have a Norwegian bank account must ensure that payment with cleared funds for the Offer Shares allocated to them is made on or before the Payment Date. Prior to any such payment being made, the subscriber must contact the Settlement Agent (DNB Bank ASA) on telephone number +47 23 26 80 20 for further details and instructions.

The Allocated Shares will be delivered to the Applicant's VPS account as soon as practicable after full payment has been received and the Conditions (as defined below) have been met.

**VPS account:** Any allocation of Offer Shares in the Private Placement is conditional upon the Applicant holding a VPS account. The VPS account number must be stated in the Application Agreement. VPS accounts can be established with authorized VPS registrars, who can be Norwegian banks, authorized securities brokers in Norway and Norwegian branches of credit institutions established within the EEA. Establishment of a VPS account requires verification of identity to the VPS registrar in accordance with the Anti-Money Laundering Legislation. However, non-Norwegian investors may use nominee VPS accounts registered in the name of a nominee. The nominee must be authorized by the Financial Supervisory Authority of Norway.

Please note that Applicants must themselves notify changes in registered information on the VPS account directly to the Applicant's account manager, and that the Applicant is responsible for any consequences if correct information is not registered on the VPS account. Notices produced by the VPS (including inter alia notices of allotment) will be sent to the address registered on the VPS account.

**Confidentiality:** The Applicant hereby undertakes to keep the contents of this Application Agreement and any information made available pursuant to it confidential, including but not limited to the fact that any agreement has been entered into until the completion of the Private Placement has been resolved and publicly announced by the Company, with the exemption for disclosure to applicable authorities as required by law.

[SPECIFICATION OF APPLICATION AND SIGNATURE ON THE NEXT PAGE.]

**SPECIFICATION OF APPLICATION**

Please specify the NOK amount of Offer Shares applied for.

Offer price per share:	NOK amount applied for
NOK 1.33	

On the terms and conditions set forth in this Application Agreement (including its Exhibits), the undersigned Applicant hereby confirms the Applicant's request to subscribe for Offer Shares as stated above if issued by the Company on the terms set out in this Application Agreement. The Applicant further confirms that (i) the Applicant is aware no prospectus has not been prepared in respect of the Private Placement, (ii) no due diligence (neither legal, financial, commercial nor technical) has been carried out by any party in connection with the Private Placement, (iii) the investment in the Offer Shares is made solely at the Applicant's own risk, (iv) the Applicant is not subscribing for or purchasing Offer Shares, either on the Applicant's own account or for the account of others, in contradiction to the selling and transfer restrictions included in Exhibit I, (v) the Applicant has read and understood, and accepts to be bound by, the entire Application Agreement, and (vi) the Applicant irrevocably authorises the Chair of the Board (or someone appointed by him), to subscribe for any Offer Shares allocated to the undersigned Applicant.

Application date and place	Binding signature
Must be dated in the Application Period	The Applicant must have legal capacity. When signing by authorisation, documentation in form of company certificate or power of attorney must be enclosed

**INFORMATION ON THE APPLICANT – ALL FIELDS MUST BE COMPLETED**

First name	
Surname/company	
VPS account number	
Bank account number	
Street address	
Post code/district/ country	
Personal ID number/ organization number	
LEI number <sup>1</sup>	
Nationality	
E-mail address	
Daytime telephone number	

Please note: if the Application Agreement is sent to the Company by e-mail, the e-mail will be unsecured unless the Applicant itself takes measures to secure it. The Application Agreement may contain sensitive information, including national identification numbers, and the Company recommends the Applicant to send the Application Agreement to the Company in a secured e-mail.

<sup>1</sup> LEI is a 20-character alphanumeric code assigned to uniquely identify a legal entity that is a counterparty to a financial transaction

## EXHIBIT I - Terms and Conditions of Application

**Information/ risks/ representations and warranties:** 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 purchasing Offer Shares, and the Applicant is able to bear the economic risk, and to withstand a complete loss of an investment in the Offer Shares. The Applicant confirms that it has had access to such financial and other information concerning the Company and the Offer Shares as the Applicant has deemed necessary or desirable in connection with the application for and subscription of the Offer Shares, and has made such investigation with respect thereto as it deems necessary. The Applicant has made its own assessment of the Company, the Offer Shares and the terms of the Private Placement based only on such information as is publicly available, including the Company's financial statements, 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 Offer Shares. The Applicant confirms that it has not relied on representations, warranties, opinions, projections, financial or other information or analysis, if any, supplied to it by any representative of the Company. The Applicant further confirms and accepts that all commitments, acceptances, confirmations, representations, warranties and undertakings given by the Applicant pursuant to this Application Agreement are given for the benefit of the Company and may be enforced against the Applicant by the Company.

**Conditionality of the Private Placement:** The issue of Offer Shares is subject to the corporate resolutions of the Company required to implement the issue of the Offer Shares, including the Company's board of directors resolving to consummate the Private Placement and allocate the Offer Shares (the "Conditions").

**Cancellation:** The Applicant acknowledges that the Private Placement will be cancelled if the Conditions are not fulfilled, and may be cancelled by the Company in its sole discretion for any other reason. The Company will not be liable for any losses if the Private Placement is cancelled, irrespective of the reason for such cancellation.

**Relation to law, regulations and by-laws:** The Applicant has full power and authority to execute and deliver the Application Agreement and to approve these terms and conditions and to apply and subscribe for the Offer Shares and is authorized to pay all amounts it has committed to pay subject to the satisfaction of the terms stated herein for completion of the Private Placement. The execution and delivery of the Application Agreement has been authorized by all necessary action by Applicant or on Applicant's behalf, and the Application Agreement represents valid and binding obligations, enforceable against the Applicant in accordance with its terms. The Applicant bears the full risk for its legal ability to apply for, subscribe, purchase and own Offer Shares in the Company, and its monetary liability under this undertaking will not cease to be effective in the event that subscription and ownership of the Offer Shares 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 Offer Shares are to be issued.

**Overdue and missing payments:** Overdue payments will be charged with interest at the applicable rate under the Norwegian Act on Interest on Overdue Payment of 17 December 1976 No. 100; 8.00% per annum as of the date of this Application Agreement. If the Applicant fails to comply with the terms of payment or should payments not be made when due, the Applicant will remain liable for payment of the Offer Shares allocated to it and the Offer Shares allocated to such Applicant will not be delivered to the Applicant. In such case the Company reserve the right to, at any time and at the risk and cost of the Applicant, re-allot, cancel or reduce the application and the allocation of the allocated Offer Shares, or, if payment has not been received by the third day after the Payment Date, without further notice sell, assume ownership to or otherwise dispose of the allocated Offer Shares in accordance with applicable law. If Offer Shares are sold on behalf of the Applicant, such sale will be for the Applicant's account and risk and the Applicant will be liable for any loss, costs, charges and expenses suffered or incurred by the Company as a result of, or in connection with, such sales. The Company may enforce payment for any amounts outstanding in accordance with applicable law.

### **Selling and transfer restrictions:**

**General:** This Application Agreement does not constitute an offer to sell or a solicitation of an offer to buy Offer Shares in any jurisdiction in which such offer or solicitation is unlawful. The Company reserves the right to reject any application which it believes may be in contradiction of any relevant legislation.

**United States:** There will be no public offer of the Offer Shares in the United States. The Offer Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or under the securities law of any state or other jurisdiction of the United States and may not be reoffered, resold, pledged or otherwise transferred, directly or indirectly, except pursuant to an applicable exemption from the registration requirements of the U.S. Securities Act and in compliance with the securities laws of any state or other jurisdiction of the United States. An Applicant in the United States or who is a "U.S. Person" (within the meaning of Regulation S under the U.S. Securities Act), may not execute this Application Agreement or otherwise take steps in order to subscribe or purchase Offer Shares. The Offer Shares are "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act and may not be deposited into any unrestricted depository receipt facility in the United States, unless at the time of deposit the Offer Shares are no longer "restricted securities". The Offer Shares may not be reoffered, resold, pledged or otherwise transferred, except (a) outside the United States in accordance with Rule 903 or Rule 904 of Regulation S, as applicable or (b) pursuant to an applicable exemption from the registration requirements of the U.S. Securities Act and subject to the provisions of the U.S. investor representation letter.

**Terms and Conditions for Payment by Direct Debiting - Securities Trading:** Payment by direct debiting is a service the banks in Norway provide in cooperation. In the relationship between the payer and the payer's bank the following standard terms and conditions will apply:

- a) The service "Payment by direct debiting – securities trading" is supplemented by the account agreement between the payer and the payer's bank, in particular Section C of the account agreement, General terms and conditions for deposit and payment instructions.
- b) Costs related to the use of "Payment by direct debiting – securities trading" appear from the bank's prevailing price list, account information and/or information given by other appropriate manner. The bank will charge the indicated account for costs incurred.
- c) The authorisation for direct debiting is signed by the payer and delivered to the beneficiary. The beneficiary will deliver the instructions to its bank who in turn will charge the payer's bank account.
- d) In case of withdrawal of the authorisation for direct debiting the payer shall address this issue with the beneficiary. Pursuant to the Norwegian Financial Contracts Act, the payer's bank shall assist if the payer withdraws a payment instruction that has not been completed. Such withdrawal may be regarded as a breach of the agreement between the payer and the beneficiary.
- e) The payer cannot authorise payment of a higher amount than the funds available on the payer's account at the time of payment. The payer's bank will normally perform a verification of available funds prior to the account being charged. If the account has been charged with an amount higher than the funds available, the difference shall immediately be covered by the payer.
- f) The payer's account will be charged on the indicated date of payment. If the date of payment has not been indicated in the authorisation for direct debiting, the account will be charged as soon as possible after the beneficiary has delivered the instructions to its bank. The charge will not, however, take place after the authorisation has expired as indicated above. Payment will normally be credited the beneficiary's account between one and three working days after the indicated date of payment/delivery.
- g) If the payer's account is wrongfully charged after direct debiting, the payer's right to repayment of the charged amount will be governed by the account agreement and the Norwegian Financial Contracts Act.

**Governing law:** The Private Placement and all related Investor Documentation shall be governed by Norwegian law, and any disputes (whether contractual or non-contractual) which cannot be solved amicably, shall be referred to the exclusive jurisdiction of the ordinary courts of Norway

NOT FOR DISTRIBUTION IN THE UNITED STATES

EXCEPT PURSUANT TO APPLICABLE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT

with Oslo District Court as legal venue. However, the Applicant agrees that the Company may at its sole discretion alternatively bring a claim against the Applicant for payment of the Offer Shares allocated to it and/or any loss it may have suffered in the jurisdiction of the Applicant and/or in such other jurisdiction as a claim against the Applicant may be pursued.